

TERMS OF USE

Welcome to Primary Offer Africa ("**Primary Offer Africa**"), a personalized digital public offering platform that provides digital public offering solutions ("**Services**"). This document (the "**Terms and Conditions**") provides you with important information about the services provided by **Primary Offer Africa** with respect to the access and use of Primary Offer Africa, our mobile applications, websites and our other online services (collectively, the "**Platform**"). With Primary Offer Africa, you can effortlessly track your personal development, finances, account balances, cash flow, transactions and holdings - from the convenience of your computer, tablet or phone. We look forward to your use of our Platform or services.

These Terms and Conditions may be varied and supplemented from time to time. We advise that you check this page often, referring to the date of the last modification. If a user objects to any of the changes to the terms of use, the user must cease using the Platform or services immediately.

Terms of Use Agreement

1. Description of our Services

Our Services include the provision of a market infrastructure, for the purpose of public offerings; enabling the full participation of eligible individuals and all market intermediaries, including Receiving Agents as well as granting real time-online access to market Regulators. The Service may include or make available alerts related to your account, symbols, quotes and other materials or information (collectively, "**Content**"). Some of the Content is supplied by companies that are not affiliated with Primary Offer Africa ("**Information Providers**"). Those who enroll in our Platform will have access to an extensive portfolio of interest and non-interest savings and investment products.

2. Agreement and Acceptance of Terms

This Terms and Conditions, along with any exhibits, disclosures, addendums or amendments hereto, as the same may be amended or modified from time to time (collectively, this "**Agreement**") constitutes an agreement between you and us, which sets forth the terms and conditions applicable to your access and use of the Platform and other Services including those provided by our registered professionals. In this Agreement, we refer to those who use our Services collectively as "**users.**" Some of our Services are provided through the Platform and other Services and through affiliated companies.

Your use of our Platform or Services is subject to our Privacy Policy, which explains how we gather, use, disclose and manage your personal information. Terms used but not defined in this Agreement have the meanings provided to them in our Privacy Policy.

By accessing or using the Platform or any Service for the Offer for Sale of Shares in MTN Nigeria Communications PLC ("MTN Nigeria") ("the Offer"), you understand and agree to be bound by the terms and conditions of this Agreement as well as the Privacy Policy linked [here](#), and the Copyright and Intellectual Property Policy linked [here](#), all of which may be amended from time to time in the future. If you do not agree to this Agreement, then you may not use the Platform or Services. You also confirm that:

- a. You are 18 years of age or over.

- b. In respect of purchase of shares under the Offer, MTN International (Mauritius) Limited (“**MTNI**” or “**the Selling Shareholder**”) and the Issuing Houses are entitled in their absolute discretion to accept or reject your application.
- c. You have attached the amount payable in full on the application for the number of ordinary shares in MTN Nigeria.
- d. You agree to accept the same or any smaller number of shares in respect of which allotment may be made based upon the terms of the Pricing Supplement.
- e. You have been provided with sufficient opportunity to access the Offer documents and the information disclosed therein.
- f. You have read a copy of the Pricing Supplement for the Offer, issued by the Issuing Houses on behalf of MTN Nigeria and MTNI.
- g. You are able to enter into legally binding contracts, and you agree that this Agreement legally binds you in the same manner that a signed, written, paper contract does. You may not use the Platform or Services in any manner or attempt to access the Platform or any Service if you are not willing to be bound and abide by this Agreement.
- h. We are not responsible for the financial or other products and services or for the accuracy of the data obtained from third party sites that are displayed or reported through our Platform or any of our Services. While the Platform and Services provided by Primary Offer Africa may provide significant assistance in submitting your application for the Offer, you should consult with a professional financial advisor before making investment decisions.
- i. We reserve the right to change or modify this Agreement or our Privacy Policy, or modify or discontinue any portion of the Services or features and functionality provided through the Platform, from time to time. If we decide to change this Agreement or our Privacy Policy, we will post such changes on the Platform or on our website, and such changes will be effective at such time. We reserve the right to modify or discontinue your access to the Platform or portion thereof, or any Service, without prior notice or reason to you. You agree that we shall not be liable to you or any third party for any modification of the Platform, the Services, this Agreement, or your access to the Platform or Services.
- j. The Platform and Services are intended to be accessed and used only by individuals that have reached the legal age of majority in the jurisdiction where they are located, which may be 18 years or older, depending on the jurisdiction. You may not use or access this Platform or any Service unless you have reached the legal age of majority in the jurisdiction where you are located.
- k. The Platform is only intended for use by persons located in Nigeria. Primary Offer Africa makes no representation that the Platform is appropriate or available for use outside Nigeria. Similarly, Primary Offer Nigeria makes no representations that accessing the Platform from locations outside Nigeria is legal or permissible under local law.
- l. You will comply with all applicable laws, including, without limitation, privacy laws, intellectual property laws, anti-spam laws, export control laws, tax laws, and regulatory requirements.
- m. That information inputted on the Platform are true, accurate and complete in all material respects.

3. Platform and Services - Risk Warning

By using the Services, you understand and acknowledge that the investment results you could obtain from the Services provided by Primary Offer Africa cannot be guaranteed. All investments entail a risk of loss and you may lose some or all of your money. You also understand that all investments are subject to various market, currency, economic, political, business and other risks. Investments can be very volatile and can result in a loss of principal. Investments risks include currency fluctuation, political and economic instability and differences in financial reporting. Investments in smaller companies may involve greater

risks than investments in larger, more mature companies. While the Services may assist in helping you submit an application, you should consult with a professional investment advisor before making investment decisions or deciding on significant changes to your personal financial strategy.

4. Acting as Your Authorized Agent

By accessing and using the Platform and/or Services, you expressly authorize and direct Primary Offer Africa, on your behalf, to electronically retrieve your account information maintained by third-party financial institutions with which you have a legally binding customer relationship (“Account Information”). Subject to our privacy procedures as described in the Privacy Policy, Primary Offer Africa may work with one or more third party financial service technology providers to access and retrieve your Account Information.

FOR PURPOSES OF THIS AGREEMENT AND SOLELY TO OBTAIN AND PROVIDE THE ACCOUNT INFORMATION TO YOU AS PART OF THE SERVICES, YOU GRANT PRIMARY OFFER AFRICA A LIMITED POWER OF ATTORNEY, AND APPOINT PRIMARY OFFER AFRICA AS YOUR ATTORNEY-IN-FACT AND AGENT, WITH FULL POWER OF SUBSTITUTION AND RE-SUBSTITUTION, FOR YOU AND IN YOUR NAME, PLACE AND STEAD, IN ANY AND ALL CAPACITIES, TO ACCESS THIRD PARTY SITES, SERVERS OR DOCUMENTS, RETRIEVE INFORMATION AND USE YOUR INFORMATION WITH THE FULL POWER AND AUTHORITY TO DO AND PERFORM EACH AND EVERY ACT AND THING REQUISITE AND NECESSARY TO BE DONE IN CONNECTION WITH SUCH ACTIVITIES, AS FULLY TO ALL INTENTS AND PURPOSES AS YOU COULD DO IN PERSON.

YOU ACKNOWLEDGE AND AGREE THAT WHEN PRIMARY OFFER AFRICA IS ACCESSING AND RETRIEVING YOUR ACCOUNT INFORMATION FROM THIRD PARTY SITES, PRIMARY OFFER AFRICA IS ACTING AS YOUR AGENT, AND NOT AS THE AGENT OF OR ON BEHALF OF ANY THIRD PARTY. YOU AGREE THAT THIRD-PARTY ACCOUNT PROVIDERS SHALL BE ENTITLED TO RELY ON THE FOREGOING AUTHORIZATION, AGENCY AND POWER OF ATTORNEY GRANTED BY YOU.

5. Your Registration Information

In order to use our Platform or any of the Services, you will first need to create a Primary Offer Africa user account (“Account”) on the Platform and shall supply, amongst other things, your surname and other names, Bank Verification Number or any other biometric numbering systems; mobile telephone number and or email address. To establish an Account you must provide Personal Information (as defined in our Privacy Policy) that is collected on the secure enrollment page. See the Privacy Policy for further information.

6. Your Electronic Disclosure Consent

By providing your email to enroll for use of our Services and/or Platform, you consent to receive all notices and information regarding our Services and other offerings electronically. Electronic communications may be posted on our Platform and/or delivered to your registered e-mail address. All communications in electronic format will be considered to be in “writing,” and to have been received no later than five (5) business days after posting or dissemination, whether or not you have received or retrieved the communication. Your consent to receive communications electronically is valid until you end your relationship with Primary Offer Africa. It is your responsibility to provide us with true, accurate and complete email addresses, contact and other information related to this disclosure and to maintain and update promptly any changes in this information. You may print a copy of any electronic communications and retain it for your records. We reserve the right to terminate or change the terms and conditions on

which we provide electronic communications and will provide you notice thereof in accordance with applicable law.

SMS/Text Messaging Service

You may receive SMS/text messages from Primary Offer Africa about Account-related news and alerts and/or promotional offers for Primary Offer Africa products and services. By enrolling in Primary Offer Africa's services, you agree to receive text messages from Primary Offer Africa to your mobile phone number provided. You certify that your mobile number provided is correct and that you are authorized to enroll the designated mobile number to receive such text messages. You acknowledge and agree that the text messages may be sent using an automatic telephone dialing system and that standard message and data rates may apply. Consent to receive text messages for promotional purposes is not required as a condition of purchase or use of the Services. The text messaging may not be compatible with all mobile phone models. Primary Offer Africa is not responsible for any delays upon sending or receiving text messages.

To unsubscribe from text messages at any time reply STOP, END or QUIT to any text message you receive from Primary Offer Africa. You consent that following such a request to unsubscribe, you may receive additional messages from Primary Offer Africa confirming your request. Note that unsubscribing from promotional and/or account-related texts will not prevent Primary Offer Africa from sending you text messages for security and authentication purposes.

7. Cost of Service

Your use of the Platform and related Services are offered free of charge. Primary Offer Africa reserves the right, in its sole discretion, to amend or change its pricing policy for its current Services or any additional services that we may offer.

8. Data and Data Integrity

The overall integrity and quality of the data presented by Primary Offer Africa to you is an important element in providing you with an accurate picture of your account. Primary Offer Africa, however, is not responsible for and cannot guarantee the accuracy of data we provide.

Primary Offer Africa may not be able to foresee or anticipate technical or other difficulties which may result in failure to obtain data, personalization settings or other service interruptions. Primary Offer Africa assumes no responsibility for the timeliness, accuracy, deletion, non-delivery or failure to store any user data, loss of user data, communications or personalization settings. Primary Offer Africa encourages you to periodically confirm the valuation or execution price of particular investments through independent sources, such as an investment adviser, broker-dealer or other financial institution.

9. External Links

The Platform may contain links to certain content created by third parties that are not affiliated with Primary Offer Africa. Primary Offer Africa is not responsible for such content and does not endorse or approve it. Such content may contain terms and conditions, privacy provisions, confidentiality provisions, or other provisions that differ from the terms and conditions applicable to the Platform. Primary Offer Africa assumes no responsibility or liability whatsoever for the accuracy, reliability, or opinions contained in such content. If you decide to access such content, you do so at your own risk.

10. Other Obligations While You Use the Services

Confidentiality: You agree and understand that you are responsible for maintaining the confidentiality of your Account's login information and password. You should also maintain appropriate anti-virus and anti-malware software on your computer, so that your Account login information is not compromised through your own negligence. If you receive evidence that someone has committed fraud by accessing your Account you must contact us immediately at info@primaryofferng.com.

Accurate and Up-to-Date Information: Our Services depend on your providing us with complete, accurate and up-to-date information, both now and in the future about yourself and your accounts. In turn, we will provide you with online security as described in our Privacy Policy. Those assurances are conditioned upon your provision of correct contact and account information to us, and never misrepresenting to us your identity or account registration information (e.g. for the use of your third-party websites and accounts).

You agree that you will NOT do any of the following: (i) engage in behavior that will put your personal information at unnecessary risk, such as unsecured transmitting, or publishing your Login or passwords; (ii) use our Platform, Services or any of your accounts for illegal purposes, (iii) use our Platform or Services to transmit anything that is unlawful, libelous, intended to harass or violate the rights of another; (iv) resell or make any commercial use of the Platform or Services, as they are intended solely for your use as an end user; (v) reverse engineer or decompile any technology associated with the Platform or Services, including but not limited to any software applications, Java applets or plug-ins associated with the Services; (vi) use any robot, spider, webcrawler, scraper, deep link or similar automated extraction or data gathering mechanism, program or tool to access, copy or monitor our Platform or Services or any portion thereof without our prior written consent; (vii) post or transmit any file or email which contains viruses, worms, Trojan horses or any other damaging or destructive elements; or (viii) create/register accounts or aggregate financial institutions with the Service through unauthorized means, including but not limited to, by using an automated device, script, bot, spider, crawler or scraper.

Consent to Recording. You consent to the recording of any electronic or written correspondence and any or all telephone conversations between you, us and any of our affiliates in connection with this Agreement or the Services, and agree and understand that recordings may be submitted in evidence in any legal proceeding relating to this Agreement. For compliance and regulatory purposes, we reserve the right to keep an audit trail of all financial insights or investment advice that we provided to you.

11. Confidentiality and Feedback

We always welcome your correspondence, feedback, comments, complaints and suggestions (collectively, "**Feedback**") as this will help us improve our Services. You agree that all Feedback becomes our confidential information ("**Confidential Information**"). In addition, any of our trade secrets, computer software, product specifications as well as any non-public technical, financial or business information that we share with you is also our Confidential Information. You agree not to disclose or share any of our Confidential Information with any third party, including, without limitation, any members of the press or colleagues. Feedback may be submitted to info@primaryofferng.com.

12. Third Party Software and Service Providers

To facilitate our provision of the Platform and Services, we license software, tools and services from third party providers. From time to time, we may revise this Agreement as requested by our third-party providers and require that you agree to additional pass-through terms with respect to such third-party providers. In the event that any use of the services of such third-party providers results in you leaving our Platform and entering the site of a third-party provider, then you will be subject to the terms of service or

use and the privacy policy of such third-party provider, so please review such terms carefully. Also, when you use or access the sites of your financial services providers, you will be subject to their terms of use/service and online policies, and your use of their services constitutes your agreement to their online terms and policies. Primary Offer Africa may provide experiences on social media platforms such as Facebook®, Instagram®, Twitter® and LinkedIn® that enable online sharing and collaboration among users who have registered to use them. Any content you post, such as pictures, information, opinions, or any personal information that you make available to other participants on these social platforms, is subject to the terms of use and privacy policies of those platforms. Please refer to those social media platforms to better understand your rights and obligations with regard to such content.

13. Financial Services and Third-Party Offers

Primary Offer Africa shall not be liable for any and all losses which may arise from Investment advice provided by Primary Offer Africa, or any of its related companies. Investment advice refers to any recommendations, suggestions, analysis, or opinions given to you through its authorised representatives concerning buying, selling, holding, evaluating or analyzing any security or related type of investment. Investment advice provided by Primary Offer Africa or any of its related companies also refers to any recommendations, suggestions, analysis, or opinions given to Primary Offer Africa's users through the service.

Primary Offer Africa and Third-Party Offers: Some parts of the Services may, either today or in the future, be supported by advertising or marketing partnership relationships. We will always disclose when a particular Primary Offer Africa third-party offer is sponsored or when a third party compensates Primary Offer Africa in connection with the sponsored offer.

14. Ownership, Copyright, and Trademark

The technology and content used to offer, or provided in connection with the Services, including but not limited to our Platform, browser software plug-in, smart phone software and tablet software, are either owned by us or licensed by us from third-party licensors. Such content includes the look and feel of our Platform, all our promotional materials, and in general include all text, graphics, photographs, illustrations, images, videos, tutorials, notices, software and other content, which is protected by the trademark, patent and intellectual property laws of the Federal Republic of Nigeria.

15. Disclaimer of Representation and Warranty; Disclaimer of Liability

- A. PRIMARY OFFER AFRICA, ITS LICENSORS, REPRESENTATIVES AND AGENTS DO NOT REPRESENT OR IMPLY ANY PERFORMANCE LEVEL, RESULTS OR GUARANTEES IN RELATION TO THE OPERATION OF THE SERVICE AND PRIMARY OFFER AFRICA DOES NOT MAKE ANY CLAIM THAT THE USE OF THE SERVICE WILL RESULT IN A PARTICULAR PROFIT OR PREVENT ANY LOSS FOR A USER.
- B. WITH RESPECT TO SECURITIES, PRIMARY OFFER AFRICA DOES NOT REPRESENT OR WARRANT THAT THE NUMBER OF UNITS OR SHARES APPLIED FOR WOULD BE ALLOTTED, AS THE ISSUING HOUSE HAS AN ABSOLUTE DISCRETION TO ALLOT THE SAME OR ANY SMALLER NUMBER OF SHARES.
- C. PRIMARY OFFER AFRICA DISCLAIMS LIABILITY AND RESPONSIBILITY FOR TYPOGRAPHICAL ERRORS OR INACCURACY OR INCOMPLETE INFORMATION INPUTTED BY USERS OR THEIR AGENT. THE RESPONSIBILITY FOR INPUTTING THE CORRECT INFORMATION LIES WITH THE USER.

- D. NOTWITHSTANDING ANYTHING STATED IN THIS AGREEMENT TO THE CONTRARY, PRIMARY OFFER AFRICA, LICENSORS AND AGENTS REPRESENT THAT THE SERVICES AND THE PLATFORM ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND. PRIMARY OFFER AFRICA, ITS LICENSORS AND AGENTS ASSUME NO RESPONSIBILITY FOR ERRORS OR OMISSIONS MADE BY YOU, OR ERRORS OR OMISSIONS IN THE CONTENT, INFORMATION OR OTHER DATA AND DOCUMENTS, WHICH ARE REFERENCED BY, LINKED TO OR PROVIDED BY OR THROUGH THE SERVICES AND/OR THE PLATFORM. PRIMARY OFFER AFRICA, ITS LICENSORS AND AGENTS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND REGARDING THE SERVICES AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT INCLUDED IN OR ACCESSIBLE FROM THE SERVICES, WHETHER EXPRESS OR IMPLIED. WITHOUT LIMITATION, PRIMARY OFFER AFRICA DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. YOUR USE OF THE SERVICES AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM OUR SITE IS AT YOUR SOLE RISK.
- E. PRIMARY OFFER AFRICA, IT'S LICENSORS AND AGENTS DO NOT GUARANTEE THE ACCURACY OR COMPLETENESS OF ANY INFORMATION OR ANALYSIS ON THIS SERVICE. ACCORDINGLY, PRIMARY OFFER AFRICA WILL NOT BE LIABLE FOR THE ACCURACY OR RELIABILITY OF ANY DATA, INFORMATION OR CONTENT, FOR ANY SERVICES INTERRUPTIONS, OR FOR ANY FAILURE OR DELAY RESULTING FROM ANY ACTS OF FORCE MAJEURE OR ACTS THAT ARE OTHERWISE OUTSIDE OF PRIMARY OFFER AFRICA'S OR ITS LICENSORS' OR AGENTS' REASONABLE CONTROL, OR ANY INTERNET OR TELECOMMUNICATIONS FAILURE OR YOUR INABILITY TO ACCESS THE SERVICES OR THE WEBSITE. NOR CAN PRIMARY OFFER AFRICA OR ITS AFFILIATES, LICENSORS OR AGENTS GUARANTEE THE COMPLETE SECURITY OF THE SERVICES OR THE WEBSITE, THAT THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICES WILL MEET YOUR EXPECTATIONS OR THAT ANY ERRORS IN THE TECHNOLOGY WILL BE CORRECTED.
- F. PRIMARY OFFER AFRICA HAS NO CONTROL OVER THE AVAILABILITY OF LINKED PAGES AND ACCEPT NO RESPONSIBILITY FOR THEM.
- G. YOU AGREE THAT ANY DOWNLOADS OF CONTENT OR MATERIALS RELATED TO THE SERVICES OR THE PLATFORM IS DONE AT YOUR OWN RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER/SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF OR ACCESS TO ANY SUCH MATERIALS. IN ADDITION, WE CANNOT ALWAYS ANTICIPATE TECHNICAL OR OTHER DIFFICULTIES WITH THE SERVICES, EITHER PRESENTLY OR AS THEY EVOLVE; THE SERVICES MAY CONTAIN BUGS, ERRORS OR OTHER PROBLEMS, WHICH MAY RESULT IN LOSS OF DATA OR SETTINGS. IT IS THE SOLE RESPONSIBILITY OF THE USER TO ISOLATE SOFTWARE AND INFORMATION, EXECUTE ANTI-CONTAMINATION SOFTWARE, AND OTHERWISE TAKE STEPS SO THAT SOFTWARE OR INFORMATION, IF CONTAMINATED OR INFECTED, WILL NOT DAMAGE USER'S INFORMATION OR SYSTEM.
- H. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES; ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. NEITHER PRIMARY OFFER AFRICA SHALL BE RESPONSIBLE FOR INVESTMENT AND OTHER FINANCIAL DECISIONS, DAMAGES, OR OTHER LOSSES RESULTING FROM USE OF THIS PLATFORM.

16. Limitation of Liability

- A. PRIMARY OFFER AFRICA, ITS LICENSORS AND AGENTS SHALL NOT IN ANY EVENT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR FOR DAMAGES MEASURED BY LOST PROFITS, OR FOR DAMAGES FOR LOST OPPORTUNITY, LOSS OF GOODWILL, LOSS OF USE, LOSS OF DATA OR OTHER INTANGIBLE OR SPECULATIVE LOSSES, EVEN IF PRIMARY OFFER AFRICA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING, IN ANY WAY, OUT OF THE AVAILABILITY, USE, RELIANCE ON, OR INABILITY TO UTILIZE THIS SERVICE OR THE PLATFORM; THE COST OF SUBSTITUTE GOODS OR SERVICES; ANY PRODUCTS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO, THROUGH OR FROM THE SERVICES; UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, STATEMENTS OR CONDUCT OF ANYONE RELATED TO THE SERVICES; THE PERFORMANCE OR NON-PERFORMANCE OF ANY THIRD PARTY ACCOUNT PROVIDER SITE, EVEN IF THE PROVIDER HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR ANY PROVIDER OR THIRD PARTY WEBSITE, OR ANY OTHER MATTER RELATING TO THE SERVICES OR THE PLATFORM. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE ABOVE EXCLUSIONS OF INCIDENTAL AND CONSEQUENTIAL DAMAGES MAY NOT APPLY TO YOU, BUT SHALL APPLY, IN ANY EVENT, TO THE MAXIMUM EXTENT POSSIBLE.
- B. THE SERVICES MAY BE AVAILABLE THROUGH A COMPATIBLE MOBILE DEVICE, INTERNET AND/OR NETWORK ACCESS AND MAY REQUIRE SOFTWARE. YOU AGREE THAT YOU ARE SOLELY RESPONSIBLE FOR THESE REQUIREMENTS, INCLUDING ANY APPLICABLE CHANGES, UPDATES AND FEES AS WELL AS THE TERMS OF YOUR AGREEMENT WITH YOUR MOBILE DEVICE AND TELECOMMUNICATIONS PROVIDER. PRIMARY OFFER AFRICA MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY OR IMPLIED AS TO: (i) THE AVAILABILITY OF TELECOMMUNICATION SERVICES FROM YOUR PROVIDER AND ACCESS TO THE SERVICES AT ANY TIME OR FROM ANY LOCATION; (ii) ANY LOSS, DAMAGE, OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND (iii) ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS OR SETTINGS CONNECTED WITH THE SERVICES.

17. Allocation of Risk

In addition to the limitations on liability contained elsewhere in these Terms and Conditions, you will not hold Primary Offer Africa, its Affiliates, their respective partners, officers, employees, agents, licensors, distributors, and suppliers and/or Information Providers liable in any way for (a) any inaccuracy of, error or delay in, or omission of the Content, or (b) any loss or damage arising from or occasioned by i) any error or delay in the transmission of such Content, ii) interruption in any such Content due either to any negligent act or omission by any party to any “force majeure” (e.g., flood, extraordinary weather conditions, earthquake or other act of God, fire, war, insurrection, riot, labor dispute, accident, action of government, communications or power failure, equipment or software malfunction), or iii) to any other cause beyond the reasonable control of Primary Offer Africa, its affiliates, their respective partners, officers, employees agents, licensors, distributors, and suppliers and/or Service and Information Provider, or iv) non-performance of any kind.

18. Indemnification

You agree to indemnify, defend and hold us and any of our affiliates, licensors and agents, and all of their officers, directors, employees, agents, information providers and licensors harmless from and against any and all third-party claims, damages, liability and costs (including attorneys' fees and costs) incurred by any of these parties that arise out of or are caused by: (i) your use of our Services and/or our Platform, (ii) your violation of this Agreement, (iii) your infringement of any intellectual property rights, (iv) access and/or use of, or interaction with the Service and/or Content (including, without limitation, the forums); or (v) any act, error, or omission of your use of an account or any user of your account. In the event that there are third party claims against you for which you properly seek damages from us under this Agreement, or we are subject to any claim for which we have the right to be indemnified by you, we reserve the right at our expense in the case of claims by third parties against you, and at your expense in the case of claims for which we have the right to be indemnified by you, to assume the exclusive defense and control of any such claim, and you agree that in any event no such claim can be settled without our written consent.

19. Consent

By accepting this terms of use agreement, you consent to receiving relevant marketing information from Primary Offer Africa, its related companies and selected partners and participating in market research about our products and services. We may contact you via various means including email, phone (e.g. SMS and MMS) and via data based messaging services. We may sometimes use other means such as websites, mobile apps, post or automated calls.

We may share your data with companies in our group, and selected partners with whom we work closely, so that they can send you relevant offers which might interest you. This could include partners in financial services, telecommunications, Information technology or other related sectors.

We may analyse your personal preferences, interests or behaviour so that we can send you customised communication that we think you might like.

20. Ending Your Relationship with Primary Offer Africa

This Agreement will continue to apply until terminated by either you or us as set out below. If you want to terminate your legal agreement with us, you may do so by closing your Account.

Please use the directions below to close your Account:

Email info@primaryofferng.com from the email address associated with your Account, indicating **"REQUEST TO CLOSE ACCOUNT"** in the subject line of the message. After confirming you are the Account owner we will proceed to close the account. We will however continue to retain such information as we are required by law to retain.

We reserve the right to terminate our Agreement with you (by providing an email notice of such termination): (i) if you have breached any provision of this Agreement (or have acted in a manner which clearly shows that you do not intend to, or are unable to comply with the provisions of this Agreement); (ii) if we believe we are required to do so by law (for example, where the provision of the Services to you is, or becomes, unlawful); (iii) if we no longer offer any of the Services you utilize; (iv) if you no longer agree to the terms and conditions of this Agreement; or (v) for any other reason or no reason, in our sole and absolute discretion. The termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination.

21. Governing Laws

This Agreement, and any Services provided hereunder, will be governed exclusively by the laws of the Federal Republic of Nigeria.

22. Arbitration

We shall make an effort to settle all disputes amicably. Any dispute arising out of this terms and conditions, which cannot be settled, by mutual agreement/negotiation within one (1) month shall be settled by the Arbitration and Conciliation Act, Cap A10, Laws of the Federal Republic of Nigeria. The arbitration shall be conducted by a single arbitrator jointly appointed by both of us (we and you), where both of us are unable to agree on the choice of an arbitrator, the arbitrator shall be appointed by the Chairman (for the time being) of the Chartered Institute of Arbitrators UK (Nigeria Branch). The findings of the arbitrator and subsequent award shall be binding on both of us. Each of us shall bear our respective costs in connection with the Arbitration. Venue for the arbitration shall be Lagos, Nigeria.

23. Claims of Copyright and Trademark Infringement

If you believe that your intellectual property is being used on the website or the Platform in a way that constitutes copyright infringement, please provide us with the following information:

- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit Primary to locate the material on our website or the Platform;
- Information reasonably sufficient to permit us to contact you, such as an address, telephone number, and, if available, an electronic mail address, if different from your registered profile with Primary Offer Africa;
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by you, your agent, or the law; and
- A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

The information specified above must be sent to the contact information as follows:

Attention: The Managing Director
10, Bankole Oki Street
Ikoyi
Lagos

Email us at info@primaryofferng.com

24. Change of Terms

We may revise this Agreement at any time, and therefore we suggest that you check this Agreement from time to time. We may notify you of any changes at the e-mail address associated with your Account and you agree to accept email communications, links to and/or our posting of any revised Agreement on our Platform, and you agree that any of these means of our communicating a change in the Agreement constitutes adequate notice to you. Your continued access or use of the Platform or any of the Services indicates your agreement to be bound by any such revisions.

25. Not a Legal or Tax Advisor

We make managing your personal finances convenient and as streamlined as possible. However, neither we nor our Services give, offer or render tax or legal advice. Before making financial or investment decisions, we recommend that you contact an investment advisor, or tax or legal professional. Primary Offer Africa, and its related companies, separately offer and provide investment advice.

26. Waiver and Severability

We do not waive our rights by delaying or failing to exercise them at any time. If any provision of this Agreement shall be determined to be invalid or unenforceable under any rule, law, or regulation of any governmental agency, local, state, or Federal, the validity or enforceability of any other provision of this Agreement shall not be affected.

27. Section Headings

Section headings in this Agreement are for convenience of reference only, and shall not govern the interpretation of any provision of this Agreement.

28. English Language Controls

Any translation of this Agreement is provided for your convenience. The meanings of terms, conditions and representations herein are subject to definitions and interpretations in the English language. Any translation provided may not accurately represent the information in the original English.

29. Entire Agreement

The Agreement, including the separate Privacy Policy and any other documents referred to herein, represents the entire understanding between both you and us regarding the Services (as defined herein) and the subject matter hereof and supersedes any prior statements or representations. In the event of a conflict between the terms of this Agreement and the terms of an exhibit, amendment, schedule, addendum or disclosure, the terms of the exhibit, amendment, schedule, addendum or disclosure shall prevail but, solely as to the subject matter herein.