

HELPCENTRAL

TERMS OF USE

- 1.1 Welcome to Helpcentral! Your all-in-one platform for doing good. We enable easy, secure and real-time donation of relief materials to people with the most urgent needs and assist you to run a charity campaign or find good causes around you.
- 1.2 Helpcentral is provided to you by Helpcentral Technology and Logistics Services, an entity registered under the Laws of the Federal Republic of Nigeria. By using the Helpcentral Service, whether through www.helpcentral.ng, any associated website, API, chatbot or any mobile application (collectively, "Services"), you agree that you have read, understood, and accept all of the terms and conditions contained herein (the "User Agreement"), as well as our [Privacy Policy](#) as may be reviewed from time to time. All references in these Terms of Use to the "Site" are deemed to refer to the website that you are visiting, including all functionality and services available through that website. You also agree to comply with all applicable laws and regulations. The terms and conditions of this Agreement form an essential basis of the bargain between you and Helpcentral.
- 1.3 The following words used in this Statement of Terms and Conditions, Privacy Statement and Disclaimer Notice and any or all Agreements shall have the following meaning: "User" or "Customer", "You" and "Your" refers to you, the person using Helpcentral and accepting this Terms and Conditions. "The Company", "Ourselves", "We", "Helpcentral" and "Us", refers to Helpcentral Technology and Logistics Services. "Party", "Parties" refers to both the User and ourselves, or either the User or ourselves.
- 1.4 **Please carefully review these terms and conditions of use before using this site or accessing any data here. Any use of this website creates a binding agreement to comply with these terms and conditions. If you do not agree to these terms without limitation or exclusions, you must exit this site immediately.**
- 1.5 Helpcentral reserves the right to amend this Agreement at any time and will notify you of any such changes by posting the revised Agreement on the Site. You should check this Agreement on the Site periodically for changes. All changes shall be effective upon posting. Your continued use of the Site after any change to this Agreement constitutes your agreement to be bound by any such changes. We may terminate, suspend, change, or restrict access to all or any part of this Site without notice or liability.

2 Accuracy of Information

- 2.1 All information and content provided by Helpcentral relating to the Services is for informational purposes only, and Helpcentral does not guarantee the accuracy, completeness, timeliness or reliability of any such information or content. No content

is intended to provide financial, legal, tax or other professional advice. Before making any decisions regarding any Campaigns, Charities, Donations, Donors, or any information or content relating to the Services, you should consult your financial, legal, tax or other professional advisor as appropriate. You acknowledge that all information and content accessed by you using the Services is at your own risk.

- 2.2 Helpcentral has no control over the conduct of, or any information provided by, a User and hereby disclaims all liability in this regard to the fullest extent permitted by applicable law. We do not guarantee that a Campaign will obtain a certain amount of Donations or any Donations at all. We do not endorse any Campaign, User, or cause and we make no guarantee, express or implied, that any information provided through the Services is accurate. We expressly disclaim any liability or responsibility for the outcome or success of any Campaign. You, as a User or Donor, must make the final determination as to the value and appropriateness of contributing to any User, Campaign, or event.

No Solicitation:

- 2.3 The Helpcentral Service is provided to enable charities and Campaign Organizers receive donation (in money, materials and in-kind). In all cases, Helpcentral primarily provides the technology to allow charities and campaign owners to connect with potential donors and volunteers. The existence of the Services is not a solicitation of donations by Helpcentral, and Helpcentral does not engage in any solicitation activities, or consult on the solicitation of contributions from the public, on behalf of any individual, entity, or organization. By using the Services, you understand and agree that Helpcentral shall not be responsible for the use of your donations or the amount of funds raised for the User, Campaign, or event.
- 2.4 We take very seriously the issue of preventing fraudulent activity and the misuse of donation received through our Platform. If you have reason to believe that a User or Campaign is not raising or using the funds for their stated purpose, please send an email to info@helpcentral.ng to let us know of this potential issue and we will investigate and take appropriate actions.
- 2.5 Notwithstanding the above, all donations (monetary, material and in-kind) are made at the absolute discretion of the Donor and Helpcentral accepts no responsibility for the decision. When you make a Donation, it is your responsibility to understand how your money will be used. Helpcentral is not responsible for any offers, promises, rewards or promotions made or offered by Users or Campaigns. We do not and cannot verify the information that Users or Campaigns supply, nor do we represent or guarantee that the Donations will be used in accordance with any purpose specified by a User or Campaign or in accordance with applicable laws. Donors that intend to specify a condition or impose restrictions on the use of Donations by a beneficiary Charity or Campaign Organizer should inform Helpcentral via info@helpcentral.ng before making such donations. Helpcentral shall connect the potential Donor and the beneficiary for the purpose of discussing the terms and conditions of the Donation

and Helpcentral shall not be a party to any such understanding or incur any liability thereby.

- 2.6 All conditions of gift or use of donation specified by a Donor acting in response to an appeal on Helpcentral shall constitute non-binding recommendations only. Helpcentral makes no representation as to whether all or any portion of your Donations, including, if any, Payment Processor Fees, are tax deductible or eligible for tax credits.
- 2.7 Donors shall provide Helpcentral with such information as is required to enable the issuing of an official Donation receipt. Donor acknowledges and agrees that, in accordance with the Privacy Policy, certain of Donor's personal information will be shared with the Beneficiary to which such Donor makes a donation (including without limitation as part of a Donor List, as set forth above) and may be used by such Beneficiary in accordance with the Beneficiary's Privacy Policy.

Campaigns:

- 3.1 When you use any of the Helpcentral's features for Campaign or to receive donation, you represent, warrant, and covenant that (i) all information you provide in connection with a Campaign or Beneficiary is accurate, complete, and not likely to deceive reasonable Users; (ii) all Donations contributed to your Campaign will be used solely as described in the materials that you post or otherwise provide; (iii) if you withdraw donations believed by reasonable Donors to be raised for a specified purpose, all Donations will be used for that purpose and for the Beneficiary; (iv) you will not infringe the rights of others; (v) you will comply with all relevant and applicable law and financial reporting obligations, including but not limited to laws and regulations relating to registration, tax reporting, political contributions, and asset disclosures for your project; and (vii) to the extent you share with us any personal data of any third party for any purpose, including the names, email addresses and phone numbers of your personal contacts, you have the authority (including any necessary consents), as required under applicable law, to provide us with such personal data and allow us to use such personal data for the purposes for which you shared it with us. You authorize Helpcentral, and Helpcentral reserves the right to, provide information relating to your Campaign to Donors, beneficiaries of your Campaign or law enforcement, and to assist in any investigation thereof.
- 3.2 If you use the Services as an agent of a Charity using the services to receive donation for such Charity, you represent and warrant that: (a) you are a representative of the Charity, which representative is authorized to raise funds or bind the Charity to these Terms of Service; (b) you are raising funds for a Charity, with a cause or activity that is legal under all applicable federal, state and local laws as well as regulations; and (c) all donated funds will be used solely for the purpose you have stated on and in connection with your Campaign, and under no circumstances may you use the funds for any other purpose.

Registration Obligations:

- 4.1 You may be required to register with Helpcentral in order to access and use certain features of the Services. If you choose to register for the Services, you agree to provide and maintain true, accurate, current and complete information about yourself or your Charity. Campaign Organizers must register using their true identities (or the identities of the Charities' authorized representatives), including their name, address and any image or video purporting to depict the Campaign Organizer or the Beneficiary of such campaign. You agree to keep registration information current and up to date.
- 4.2 Registration data and certain other information about you are governed by these Terms of Service and our Privacy Policy. If you are under 18 years of age, you are not authorized to use the Services, with or without registering. Certain aspects of our Services may also require you to register with, and agree to the terms of, third-party service providers (e.g., payment processors), with whom Helpcentral has entered into contracts, in order to be able to benefit from their services. If Helpcentral or one of our payments processors at any time discovers that the information you provided about you or the purpose of your Campaign is incorrect or violates any of these Terms of Service or their terms of service, the Services may be suspended and/or terminated with immediate effect and fines may be applied by the relevant authorities which will in all such cases be payable by you. You acknowledge and agree that the use of third party payment processors are integral to the Services and that we may exchange information with such third parties in order to facilitate the provision of Services as set out in our Privacy Policy.

Charities

- 5.1 If you are the authorized representative of a Charity, and you do not wish for your Charity to appear in Helpcentral's searchable database, you may contact us at info@helpcentral.ng to request that your Charity be removed from our database. Your email should include your full name, title, and an email address and phone number associated with your Charity. Please note that if your Charity is removed from the Helpcentral's database, it will not be eligible to receive contributions through the Platform.
- 5.2 *Receiving Funds.* As a Charity, receipt of monetary Donations, minus any applicable Payment Processor Fees, is based upon and subject to the applicable Processor's procedures and terms and credit card processor's terms. Helpcentral is not a payment processor and does not hold funds.
- 5.3 All monetary donations are subject to a Payment Processor Fee for each donation. Donors have the option to cover all Payment Processor Fees at checkout.
- 5.4 *Chargebacks and Refunds.* Occasionally, a Donor may dispute a credit card charge for a Donation through the Services.

Campaign Organizers, Beneficiaries or Charities

5.5 **Account Holds:** From time to time, Helpcentral may, in its sole discretion, place a hold on a Campaign account (a "Hold"), restricting Withdrawals (defined herein), initiate a reverse, secure reserves, or take similar actions to protect its interests and those of its Users. Some of the reasons that we may take such actions include, but are not necessarily limited to, the following: (i) if we have reason to believe (in our sole discretion) that information provided by a Campaign Organizer is false, misleading, or fraudulent, or that funds are being used in a prohibited manner, (ii) if the funds available (as determined by Helpcentral in its sole discretion) should be provided directly to a person other than the Campaign Organizer (such as a legal beneficiary or person entitled by law to act on behalf of a Campaign Organizer), (iii) if we have reason to believe that a Campaign or Campaign Organizer has violated these Terms of Service, (iv) if Helpcentral determines that the Campaign Organizer is colluding with donors to engage in fraudulent activity, (v) if we have reason to believe (in our sole discretion) that there may be suspicious or fraudulent donation activity, or (vi) if required in order to comply with a court order, subpoena, writ, injunction, or as otherwise required under applicable laws and regulations.

Withdrawing Donations from a Campaign

5.6 While Helpcentral strives to make Withdrawals available to you promptly, you acknowledge and agree that Withdrawals may not be available to you for use immediately, and Helpcentral does not guarantee that Withdrawals will be available to you within any specific time frame, and Helpcentral expressly disclaims any and all responsibility for any delay or inability to access and use Withdrawals at any specified time, and any consequences arising from such delay or inability. You, as a Campaign Organizer, are responsible for ensuring that the information you provide to Helpcentral in order to process a Withdrawal, including your bank account information, is accurate and up to date. Helpcentral may, at any time, for any reason, without notice, and in its sole discretion, offer or issue a refund of Donation(s) with or without consulting with you, which may comprise the entire amount donated to your campaign. Helpcentral is not liable to you or to any third party for any claims, damages, costs, losses, or other consequences caused by Helpcentral.

Public Content and Public Display of Information:

6.1 Some of your activity on and through the Services is public, such as content you post publicly on the Platforms (including descriptions, texts, music, sound, information, data, software, graphics, comments, photos, videos, images, trademarks, logos, brands or other materials you upload or post through the Services or share with other users or recipients) ("User Content"). Additionally, user profile information, including your first and last name, public email address, organization, personal biography, and other information you enter in connection with your user profile may be displayed to other users to facilitate user interaction within the Services. We therefore urge you to think carefully about including any specific information you may deem private in

content that you create or information that you submit through the Services. Please see our [Privacy Policy](#) for information on the ways that we may collect, use, and store certain information about you and your use of the Services.

Unsolicited Information:

- 6.2 Please be advised that User Content and other unsolicited information you provide may be publicly accessible, such as information you post in forums or comment sections. We also collect information through customer support communications, your communications to us of ideas for new products or modifications to existing products, and other unsolicited submissions, or any questions, comments, suggestions, ideas, feedback or other information about the Services (collectively, with publicly-accessible information, "Unsolicited Information"). By sending us Unsolicited Information, (a) you agree that we are under no obligation of confidentiality, expressed or implied, with respect to the Unsolicited Information; (b) you acknowledge that we may have something similar to the Unsolicited Information already under consideration or in development; (c) you agree that Helpcentral will be entitled to the unrestricted use and dissemination of the Unsolicited Information for any purpose, commercial or otherwise, without acknowledgment or compensation to you; (d) you represent and warrant that you have all rights necessary to submit the Unsolicited Information; (e) to the extent necessary, you hereby grant to Helpcentral a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and fully transferable and sublicensable right (through multiple tiers) and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all Unsolicited Information, and to sublicense the foregoing rights; and (f) you irrevocably waive, and cause to be waived, against Helpcentral and its users any claims and assertions of any moral rights contained in such Unsolicited Information. This Unsolicited Information section shall survive any termination of your account or the Services.
- 6.3 You acknowledge and agree that Helpcentral may preserve Unsolicited Information, as well as User Content, and may also disclose your Unsolicited Information or User Content if required to do so by law or in the good-faith belief that such preservation or disclosure is reasonably necessary to (a) comply with legal process, applicable laws or government requests; (b) enforce these Terms of Service; (c) respond to claims that any User Content violates the rights of third parties; or (d) protect the rights, property, or personal safety of Helpcentral, its users or the public.
- 6.4 **Third-Party Communications:** If you use any feature of the Services that allows you to communicate with third parties (such as to refer a third party to the Services or to communicate with them regarding a Campaign or a donation), either by submitting Third-Party Data to the Services or otherwise permitting the Services to automatically access Third-Party Data in your possession, you acknowledge and agree that you have the authority of the relevant third party for us to access and use the relevant Third-Party Data and that you have notified these third parties and informed them how their information is collected and used by Helpcentral to provide the Services. We reserve

the right to identify you as the person who has made the referral in any messages that are sent to them. We use Third-Party Data to (a) contact such third party using the Third-Party Data provided, and/or (b) provide you with an editable template message designed to facilitate communications between you and such third party through the Services. In addition to sending the foregoing communications we may also send reminders or related messages to you and to third parties on your behalf from time to time where permitted by applicable law. In each case, any such communication sent to third parties using Third-Party Data will provide a means to “opt out” of receiving further communication of the same nature.

Promotions on the Helpcentral Platform

- 6.5 You are not permitted to offer any contest, competition, reward, give-away, raffle, sweepstakes or similar activity (each, a "Promotion") on or through the Helpcentral Services.
- 6.6 You are not permitted to offer any Promotion on Helpcentral without our prior written consent. You may seek permission by sending an email to info@helpcentral.ng. If we consent, you take full responsibility for the Promotion, and you agree that: (a) such Promotion shall comply with all applicable laws; (b) you are solely responsible for all facets of the Promotion, including without limitation any prizes offered; (c) you may not use our intellectual property in the rules or any other materials relating to the Promotion without our express written permission; (d) such Promotion does not require making a Donation as the only way to enter; (e) you are responsible for the marketing of the Promotion, and that such Promotion is not marketed to anyone under either the age of 18 or the age of majority for the jurisdiction in which you reside, whichever age is older; (f) prizes, rewards, give-aways or incentives are not intended to be items available for purchase; and (g) such Promotion may not endorse, sponsor or promote anything related to gambling, alcohol, illegal or prescription drugs, medical devices, national health products, firearms, pornography, or tobacco. You will include the following provisions within your official rules for any Promotion that you choose to publicize on Helpcentral Services: (i) Helpcentral does not sponsor or endorse the Promotion; (ii) Helpcentral does not guarantee the delivery of any reward, incentive or other prize offered by you; (iii) each participant or entrant in the Promotion releases Helpcentral from any and all liability and (iv) all questions concerning the Promotion must be directed to you and not to Helpcentral.
- 6.7 If you or any other third party offer to match funds raised for a Charity through Helpcentral Services, you or such third party are solely responsible for providing those matching funds to the Charity and for complying with any legal obligations associated with such a match. Helpcentral shall have no responsibility for providing such matching funds, ensuring that you or the third party provides those funds, or ensuring any relevant legal obligations are met.

Data Retention:

- 6.8 You acknowledge that Helpcentral has no obligation to you to retain data relating to any account or Campaign. You acknowledge that Helpcentral reserves the right to delete data or to terminate accounts or Campaigns at any time and for any reason, with or without notice, and without any liability to you or to any third party for any claims, damages, costs or losses resulting therefrom.

Mobile Helpcentral Services:

- 6.9 The Helpcentral Services include certain features that may be made available via a mobile device, including the ability to (i) upload User Content to the Helpcentral Platform, (ii) browse the Helpcentral Platform and (iii) access certain items through an application downloaded and installed on a mobile device (collectively, the "Mobile Services"). To the extent you access Mobile Services, your wireless service carrier's standard charges, data rates and other fees may apply. In addition, downloading, installing, or using certain Mobile Services may be prohibited or restricted by your carrier, and not all Mobile Services may work with all carriers or devices. By using the Mobile Services, you agree that we may communicate with you by SMS, MMS, text message or other electronic means to your mobile device and that certain information about your usage of the Mobile Services may be communicated to us. We shall comply with any additional requirements that may apply under local laws and regulations before communicating with you in this manner. In the event that you change or deactivate your mobile telephone number, you agree to promptly update your Helpcentral account information to ensure that your messages are not sent to the person that acquires your old number.

Products or Services on Helpcentral Store

- 7.1 Certain products or services may be available exclusively online through the website. These products or services may have limited quantities and are subject to return or exchange only according to the merchant's Return Policy.
- 7.2 We have made every effort to display as accurately as possible the colors and images of products that appear at the HelpcentralStore. We cannot guarantee that your computer monitor's display of any color will be accurate.
- 7.3 We reserve the right, but are not obligated, to limit the sales of products or Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services offered on this platform. All descriptions of products or product pricing are subject to change at any time without notice. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited.

- 7.4 We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.
- 7.5 We reserve the right to refuse any order you place with us. We may, in our sole discretion set transaction limits. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or delivery address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

Limitations of Use

- 8.1 The copyright in all material on this Site, including without limitation the text, data, articles, design, source code, software, photos, images and other information (collectively the "Content"), is held by Helpcentral and is protected by Nigerian law and International copyright laws or treaties. You agree that the Content may not be copied, reproduced, distributed, republished, displayed, posted or transmitted in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording, or otherwise, without the express prior written consent of Helpcentral. You acknowledge that the Content is and shall remain the property of Helpcentral. You may not modify, participate in the sale or transfer of, or create derivative works based on any Content, in whole or in part. The use of the Content on any other website, including by linking or framing, or in any networked computer environment for any purpose, is prohibited without Helpcentral's prior written approval.
- 8.2 All data obtained from or provided by Helpcentral, regardless of the method of delivery, is explicitly prohibited from publication and distribution. Moreover, you agree not to use data provided by Helpcentral, regardless of the method of delivery, for any purposes other than the specific purpose for which it was provided.
- 8.3 You also may not, without Helpcentral's express written permission, "mirror" any material contained on this Site on any other server. Any unauthorized use of any Content on this Site may violate copyright laws, trademark laws, the laws of privacy and publicity, and communications statutes and regulations.
- 8.4 You agree to use the Content and Site only for lawful purposes. You are prohibited from any use of the Content or Site that would constitute a violation of any applicable law, regulation or rule of any nationality, state, or locality or of any international law or treaty, or that could give rise to any civil or criminal liability. Any unauthorized use of the Site, including but not limited to unauthorized entry into Helpcentral's systems, fraud, unlawful solicitation to the public, misuse of passwords, or misuse of any

information posted on the Site is strictly prohibited. Helpcentral makes no claims concerning whether the Content may be downloaded or is appropriate for use outside of Nigeria. If you access this Site from outside of Nigeria, you are solely responsible for ensuring compliance with the laws of your specific jurisdiction.

- 8.5 You must be 18 years of age, or the age of majority in your territory or country, to use the Helpcentralservice. You agree not to post, upload, publish, display, transmit, share, store or otherwise make or attempt to make publicly available on the Site or on any other website, or in any email, blog, forum, medium or other communication of any kind, any private or personally identifiable information of any HelpcentralUser or other third party, including, without limitation, names, addresses, phone numbers, email addresses, national identification number, driver's license numbers, bank account, bank verification number or credit card numbers, whether or not such private or personally identifiable information is displayed on or ascertainable from the Site, or obtained or obtainable from sources unrelated to the Site (such as from a "Google® search" or other online research).

PROHIBITED CONDUCT

- 8.6 The following are examples of User Content and/or use that is illegal or prohibited by Helpcentral. This list is not exhaustive and we reserve the right to remove any Campaign and/or investigate any User who, in our sole discretion, violates any of the terms or spirit of these Terms of Use. As we investigate Your Campaign, a User Account, or User Content, we may consider all available material including but not limited to social media, related news, and any other information that we, in our sole discretion, deem relevant in our review. We further reserve the right, without limitation, to ban or disable your use of the Services, remove the offending User Content, suspend or terminate Your account, stop payments to any such Campaign, freeze or place a hold on Donations, and report you to law enforcement authorities or otherwise take appropriate legal action including seeking restitution on behalf of ourselves and/or our Users.

Without limiting the foregoing, you agree:

- A. not to use the Services to raise funds or establish or contribute to any Campaign with the implicit or explicit purpose of or involving:
1. the violation of any law, regulation, industry requirement, or third-party guidelines or agreements by which you are bound, including those of payment card providers and transaction processors that you utilize in connection with the Services;
 2. any election campaigns that are not run by a registered organization within the supported country;

3. User Content or campaigns that are fraudulent, misleading, inaccurate, dishonest, or impossible;
4. drugs, narcotics, steroids, controlled substances, pharmaceuticals or similar products or therapies that are either illegal or prohibited by any regulatory body;
5. explosives, ammunition, firearms, or other weaponry or accessories;
6. annuities, investments, loans, equity or lottery contracts, lay-away systems, off-shore banking or similar transactions, money service businesses (including currency exchanges, check cashing or the like), pyramid schemes, "get rich quick schemes" (i.e., investment opportunities or other services that promise high rewards), network marketing and referral marketing programs, debt collection or crypto-currencies;
7. gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to raffles, casino games, sports betting, fantasy sports, horse or greyhound racing, lottery tickets, raffle tickets, auctions and other ventures that facilitate gambling, games of skill or chance (whether or not it is legally defined as a lottery), promotions involving monetary rewards, including gift cards, or sweepstakes;
8. User Content that we deem, in our sole discretion, to be in support of hate, violence, harassment, bullying, discrimination, terrorism, or intolerance of any kind relating to race, ethnicity, or serious disabilities or diseases;
9. Campaign that we deem, in our sole discretion, to be for the legal defence of alleged crimes associated with hate, violence, harassment, bullying, discrimination, terrorism, or intolerance of any kind relating to race, ethnicity, national origin, religious affiliation, sexual orientation, sex, gender or gender identity, serious disabilities or diseases, or financial crimes or crimes of deception,
10. pornography or other sexual content;
11. offensive, graphic, perverse or sensitive content;
12. the sale of items before the seller has control or possession of the item;
13. collecting payments on behalf of merchants by payment processors or otherwise; including but not limited to self-payments on campaigns or an attempt to bypass or otherwise circumvent the designated method of payment as provided by Helpcentral;
14. the receipt or grant of cash advances or lines of credit to yourself or to another person for purposes other than those purposes clearly stated in the Campaign;
15. publication or removal of User Content (such as mug shots), where the primary purpose of posting such User Content is to cause or raise concerns of reputational harm;

16. sale or resale of a service without added benefit to the buyer; resale of government offerings without authorization or added value;
 17. aggregation of funds owed to third parties, factoring, or other activities intended to obfuscate the origin of funds;
 18. counterfeit music, movies, software, or other licensed materials without the appropriate authorization from the rights holder;
 19. products or services that directly infringe or facilitate infringement upon the trademark, patent, copyright, trade secrets, or proprietary or privacy rights of any third party;
 20. unauthorized sale or resale of brand name or designer products or services;
 21. sale of goods or services that are illegally imported or exported;
 22. processing where there is no bona fide donation accepted; cash advance; card testing; evasion of card network chargeback monitoring programs;
 23. collecting or providing funds for any purpose other than as described in a Campaign description;
 24. any other activity that Helpcentral may deem in its sole discretion to be in support of individuals and/or entities associated with alleged financial crimes including but not limited to corruption, bribery, tax evasion, fraud, and activities of a similar nature; or
 25. any other activity that Helpcentral may deem in its sole discretion to be unacceptable.
- B. not to use the Services to transmit or otherwise upload any User Content that (i) infringes any intellectual property or other proprietary rights of any party; (ii) you do not have a right to upload under any law or under contractual or fiduciary relationships; (iii) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (iv) poses or creates a privacy or security risk to any person; (v) constitutes unsolicited or unauthorized advertising, promotional materials, commercial activities and/or sales, "junk mail," "spam," "chain letters," "pyramid schemes," "contests," "sweepstakes," or any other form of solicitation; or (vi) in the sole judgment of Helpcentral, is objectionable or which restricts or inhibits any other person from using or enjoying the Services, or which may expose Helpcentral or its users to any harm or liability of any type;
- C. not to interfere with or disrupt servers or networks connected to the Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Services;
- D. not to harvest, collect or publish personally identifiable information of others;

- E. not to raise funds for a minor without the express permission of the minor's guardian unless the funds are transferred into a trust account for the sole benefit of the minor;
- F. not to use the Services on behalf of a third party or post any personal data or other information about a third party, without the express consent of that third party;
- G. not to use another User's account or URL without permission, impersonate any person or entity, falsely state or otherwise misrepresent your affiliation with a person or entity, misrepresent a Charity or Campaign through the Services, or post User Content in any inappropriate category or areas on the Services;
- H. not create any liability for Helpcentral or cause us to lose (in whole or in part) the services of our Internet Service Provider(s), web hosting company or any other vendors or suppliers;
- I. not to engage in any conduct that, in Helpcentral's sole judgment and discretion, restricts or inhibits any other user from using or enjoying the Services;
- J. not to interfere with or disrupt any servers or networks used to provide the Services or their respective features, or disobey any requirements of the networks Helpcentral uses to provide the Services;
- K. not to gain unauthorized access to the Services, or any account, computer system, or network connected to these Services, by any unauthorized or illegal means;
- L. not to obtain or attempt to obtain any materials or information not intentionally made available through the Services;
- M. not to use the Services to post, transmit or in any way exploit any information, software or other material for commercial purposes, or that contains advertising, except that using the Services for fundraising activities in accordance with these Terms is expressly permitted;
- N. not to, on the Helpcentral Platform, engage in advertising or commercial solicitation of any product or service without Helpcentral's written consent, except that using the Services for fundraising activities in accordance with these Terms is expressly permitted;
- O. transmit more request messages through the Services in a given period of time than a human can reasonably produce in the same period by using a conventional online web browser;
- P. undertake any activity or engage in any conduct that is inconsistent with the business or purpose of the Services; or
- Q. attempt to undertake indirectly any of the foregoing.

Additionally, with respect to all Donations you make or accept through the Services, you agree:

- i. not to make or accept any Donations that you know or suspect to be erroneous, suspicious or fraudulent;
 - ii. to maintain reasonable and standard security measures to protect any information transmitted and received through the Services, including without limitation by adhering to any security procedures and controls required by Helpcentral from time to time;
 - iii. to maintain a copy of all electronic and other records related to Campaigns and Donations as necessary for Helpcentral to verify compliance with these Terms of Service and make such records available to Helpcentral upon our request. For clarity, the foregoing does not affect or limit your obligations to maintain documentation as required by applicable laws, rules, regulations, or governmental authority; and
 - iv. at Helpcentral's request, including without limitation in case of investigations by Helpcentral, a payment processing partner, or a regulatory or governmental authority, to fully cooperate in the auditing of such records, investigation of the relevant circumstances and remedy of any uncovered violation or wrongdoing.
- 8.7 Helpcentral reserves the right to refuse, condition, or suspend any Donations or other transactions that we believe in our sole discretion may violate the Terms of Service or harm the interests of our users, business partners, the public, or Helpcentral, or that expose you, Helpcentral, or others to risks unacceptable to us. We may share any information related to your use of the Services with the appropriate financial institution, regulatory authority, or law enforcement agency consistent with our legal obligations. This information may include information about you, your account, your Donors, your Donations, and transactions made through or in connection with your use of the Services.

Intellectual Property Rights

- 9.1 You acknowledge and agree that the Services may contain content or features ("Services Content") that are protected by copyright, patent, trademark, trade secret or other proprietary rights and laws. Except as expressly authorized by Helpcentral, you agree not to modify, copy, frame, scrape, rent, lease, loan, sell, distribute or create derivative works based on the Services, the Services Content, or Content, in whole or in part, except that the foregoing does not apply to your own User Content that you legally upload to the Services. In connection with your use of the Services you will not engage in or use any data mining, spiders, robots, scraping or similar data gathering or extraction methods. If you are blocked by Helpcentral from accessing the Services (including by blocking your IP address), you agree not to implement any measures to circumvent such blocking (e.g., by masking your IP address or using a proxy IP address). Any use of the Services or the Services Content other than as specifically authorized herein is strictly prohibited. The technology and software underlying the Services or distributed in connection therewith are the property of Helpcentral, our affiliates and our partners (the "Software"). You agree not to copy,

modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, or otherwise transfer any right in the Software. Any rights not expressly granted herein are reserved by Helpcentral.

- 9.2 The Helpcentral name, domain (www.helpcentral.ng) and logos are trademarks and service marks of Helpcentral (collectively the "Helpcentral Trademarks"). Other company, product, and service names and logos used and displayed via the Services may be trademarks or service marks of their respective owners, who may or may not endorse or be affiliated with or connected to Helpcentral. Nothing in these Terms of Service or the Services should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of Helpcentral Trademarks displayed on the Services, without our prior written permission in each instance. All goodwill generated from the use of Helpcentral Trademarks will inure to our exclusive benefit.
- 9.3 **Third-Party Material:** Under no circumstances will Helpcentral be liable in any way for any content or materials of any third parties (including Users) or any User Content (including, but not limited to, for any errors or omissions in any User Content), or for any loss or damage of any kind incurred as a result of the use of any such User Content. You acknowledge that Helpcentral does not pre-screen User Content, but that Helpcentral and its designees will have the right (but not the obligation) in their sole discretion to refuse, remove, or allow any User Content that is available via the Services at any time and for any reason, with or without notice, and without any liability to you or to any third party for any claims, damages, costs or losses resulting therefrom.

User Content Transmitted Through the Services

- 9.4 With respect to the User Content, you represent and warrant that you own all right, title and interest in and to, or otherwise have all necessary rights and consents to (and to allow others to) fully exploit, such User Content, including, without limitation, as it concerns all copyrights, trademark rights and rights of publicity or privacy related thereto. By uploading, sharing, providing, or otherwise making available any User Content, or any portion thereof, in connection with the Services, you hereby grant and will grant Helpcentral and its affiliated companies and users a nonexclusive, worldwide, royalty free, fully paid up, transferable, sublicensable, perpetual, irrevocable license to copy, display, upload, perform, distribute, store, modify and otherwise use your User Content in connection with the operation of the Services or the promotion, advertising or marketing thereof, in any form, medium or technology now known or later developed. Without limiting the foregoing, if any User Content contains your name, image or likeness, you hereby release and hold harmless Helpcentral and its contractors and employees, from (i) all claims for invasion of privacy, publicity or libel, (ii) any liability or other claims by virtue of any blurring, distortion, alteration, optical illusion, or other use or exploitation of your name, image or likeness, and (iii) any liability for claims made by you (or any successor to any claim you might bring) in connection with your User Content, name, image or likeness. You

waive any right to inspect or approve any intermediary version(s) or finished version(s) of the results of the use of your User Content (including your name, image or likeness). Further, if any person (other than you) appears in your User Content, you represent and warrant that you have secured all necessary licenses, waivers and releases from such person(s) for the benefit of Helpcentral in a manner fully consistent with the licenses, waivers and releases set forth above. You further acknowledge that your participation in the Services and submission of User Content is voluntary and that you will not receive financial compensation of any type associated with the licenses, waivers, and releases set forth herein (or Helpcentral's exploitation thereof), and that the sole consideration for subject matter of this agreement is the opportunity to use the Services.

- 9.5 We do not guarantee that any Services Content will be made available through the Services. We reserve the right to, but do not have any obligation to, (i) remove, edit or modify any Services Content or User Content, in our sole discretion, at any time, without notice to you and for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such Services Content or User Content, or if we are concerned that you may have violated these Terms of Service), or for no reason at all and (ii) to remove or block any Services Content or User Content from the Services.

Copyright Complaints

- 9.6 Helpcentral respects the intellectual property of others, and we ask our users to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, or that your intellectual property rights have been otherwise violated, you should notify Helpcentral of your infringement claim in accordance with the procedure set forth below. Helpcentral will process and investigate notices of alleged infringement and will take appropriate actions under applicable intellectual property laws with respect to any alleged or actual infringement. A notification of claimed copyright infringement should be emailed to info@helpcentral.ng (Subject line: "Takedown Request").

Third-Party Applications and Sites

- 9.7 This site may contain links to web sites controlled, owned, and operated by third parties (the "third-party sites"). Helpcentral cannot control and has no responsibility for the accuracy or availability of information provided on the third-party sites. You acknowledge that use of any third-party sites is governed by the terms of use for those websites, and not by this Agreement. Links to third-party sites do not constitute an endorsement or recommendation by Helpcentral of such sites or the content, products, advertising or other materials presented on such sites, but are only for your convenience and you access them at your own risk. Such third-party sites may have a privacy policy different from that of Helpcentral and the third-party site may provide less security than this Site. Helpcentral is not responsible for the content of any third-party web sites, nor does Helpcentral make any warranties or representations, express or implied, regarding the content (or the accuracy of such content) on any third-party

web sites, and Helpcentral shall have no liability of any nature whatsoever for any failure of products or services offered or advertised at such sites or otherwise.

Electronic Communication

10.1 Whether you choose to participate on the Site as a borrower or in any other manner, from time to time you will receive disclosures, notices, documents and information (“Communications”) as required by law from Helpcentral or our respective agents (collectively, “we” or “us”). This section informs you of your rights when receiving Communications from us electronically. You are advised to take note of the following:

- a. Electronic Communications. You agree that all Communications from Helpcentral and our respective agents relating to your use of the Site or related services may be provided or made available to you electronically by e-mail or at the Site. You have the right to receive a free paper copy of any Communication by contacting us in the manner described below. We may discontinue electronic provision of Communications at any time in our sole discretion.
- b. Scope of Consent. Your consent to receive Communications and do business electronically, and our agreement to do so, applies to all of your interactions and transactions to which such Communications relate, whether between you and Helpcentral or any of its Agents.
- c. Hardware and Software Requirements. To access and retain the Communications electronically, you will need to use a device with an internet connection and an up-to-date browser capable of opening portable document formats (“PDF”), and a valid email address that has been provided to Helpcentral. You acknowledge that you can receive and access communications in the formats described herein. For access and optimal printing of your loan documents in PDF format, please download Adobe Reader (to install the free version of Adobe Reader click here: <http://get.adobe.com/reader/otherversions/>). You acknowledge that you can access the electronic Communications in the designated formats described herein.
- d. Mobile Technology. If you are accessing our platform electronically through a mobile device, such as a tablet, smartphone or similar device, you must be able to print and save the transmitted Communications. You can find apps that support printing and saving for most mobile devices through your mobile device’s app store. If your mobile device does not have this functionality, you must access our website through alternate means that provide you with the ability to print and save the Communications.
- e. Withdrawing Consent. You may withdraw your consent to receive Communications electronically by contacting us in the manner described below. If you withdraw your consent, from that time forward (1) you cannot place any further listings or bids through the Helpcentral platform, and (2) any pending listings or bids will automatically terminate and be removed from the Helpcentral platform. The withdrawal of your consent will not affect the legal validity and enforceability of any

electronic Communications provided or business transacted between us prior to the time you withdraw your consent.

- f. Assignment. In addition, you further acknowledge that your consent to have all Communications provided or made available to you in electronic form and to do business on or through the Helpcentral platform is assignable to any entity that succeeds Helpcentral.
- g. Changes in Your Contact Information. You agree to keep us informed of any changes in the telephone number, email and mailing address you provide to us so that you continue to receive all Communications without interruption. You can contact us by email at info@helpcentral.ng.

Payment and Donation:

- 11.1 You can change your Payment Method on our website. If a payment is not successfully settled, due to expiration, insufficient funds, or otherwise, and you do not change your Payment Method or cancel your account, we may suspend the relevant transaction or service until we have obtained a valid Payment Method.
- 11.2 No information pertaining to payment is shared with us as you supply all the payment-related information to the designated Payment Processor. Helpcentral may only exchange information about your donation or purchases on Helpcentral Store with the Payment Processor in order to facilitate completion or reversal of payments, resolution of disputes and provision of user support.
- 11.3 **Payment Processor Fees:** Although there are no fees to set up a Campaign, industry-standard payment processor fees apply.
- 11.4 **The Services are platforms; We are not a Broker, Financial Institution, Creditor or Charity:** The Services are administrative platforms only. Helpcentral facilitates the Campaign of the Campaign Organizers or Charity and permits Donors to make donations to these Campaign Organizers. Helpcentral is not a broker, agent or financial institution.
- 11.5 In order to contribute a financial donation to a Campaign or to a Charity, a Donor will be required to provide Helpcentral with information regarding its credit card or other payment instrument ("Payment Instrument") that is linked to the Donor's account on the Services (a "Billing Account"). You, as a Donor, represent and warrant to Helpcentral that such information is true and that you are authorized to use the applicable Payment Instrument. You agree that a certain minimum Donation amount may apply, and that all Donations are final and will not be refunded unless Helpcentral, in its sole discretion, agrees to issue a refund. Helpcentral uses third-party payment processing partners to bill you through your Payment Instrument and Billing Account for any Donations made, and Donors acknowledge that by contributing a Donation to a Campaign or Charity, the Donor agrees to the processing, use, transfer

or disclosure of data by our Payment Processors pursuant to any and all applicable terms set forth by the Payment Processor.

Recurring Donations

11.6 Donors may have the option to contribute recurring period Donations (your agreement to make the Donations on a recurring basis, a “Donation Subscription” and each individual Donation made in connection with a Donation Subscription, a “Donation Installment”), and in electing to contribute on a recurring basis, you, as a Donor hereby acknowledge that Donation Subscriptions automatically renew and have a recurring payment feature, and that unless and until you opt out of the auto-renewal of the Donation Subscription, which can be done through the Platforms, any Donation Subscriptions you have signed up for will be automatically extended for successive renewal periods of the same duration as the initial term originally selected. In connection with each of your Donation Subscriptions, you (i) hereby authorize Helpcentral to bill your Payment Instrument in the amount of the applicable Donation Installments in advance on a periodic basis until you terminate such periodic payments by opting out of the Donation Subscription, (ii) accept responsibility for payment of all Donation Installments occurring prior to opt out and (iii) agree to promptly update your Billing Account with any changes (for example, any changes related to your Payment Instrument, such as a change in your billing address or credit card expiration date). Changes to or termination of Donation Subscriptions or Donation Installments will apply only to Donation Installments that take place after Helpcentral receives notice of such change or termination. Helpcentral does not provide refunds of any amounts received in connection with previously made Donation Installments. Additionally, by enrolling in any Donation Subscriptions, you acknowledge and agree for any and all such Donation Subscriptions, that (a) the ongoing maintenance and operation of Donation Subscriptions and each Donation Installment are the sole responsibility of, and subject to the sole discretion of, the individual or entity responsible for managing and receiving the Donation Subscription (e.g., the applicable Campaign Organizer or Charity), (b) one or more specific Donation Installment may not be provided to or received by the applicable cause, charity or Campaign if such cause, charity or Campaign becomes unavailable, unable to accept Donations, or chooses to stop receiving Donations, which may occur for various reasons, such as if the cause, charity or Campaign becomes subject to an investigation or is suspended or removed from the Services by Helpcentral or (c) the amounts actually received by the applicable Campaign, Charity or cause may differ from one Donation Installment to the next (for example, if the Payment Processor fees associated with the Donation Installment change).

11.7 Your non-termination of a Donation Subscription reaffirms that Helpcentral is authorized to charge your Payment Instrument for the Donation Subscription in accordance with these terms. This does not waive our right to seek payment directly from you.

Disclaimer of Warranties

- 12.1 None of Helpcentral, its parent, partners, any of its affiliates, providers or their respective officers, directors, employees, agents, independent contractors or licensors (collectively the "Helpcentral Parties") guarantees the accuracy, adequacy, timeliness, reliability, completeness, or usefulness of any of the Content and the Helpcentral Parties disclaim liability for errors or omissions in the Content.
- 12.2 This Site and all of the Content is provided "as is" and "as available," without any warranty, either express or implied, including the implied warranties of merchantability, fitness for a particular purpose, non-infringement or title. Additionally, there are no warranties as to the results of your use of the Content. The Helpcentral Parties do not warrant that the Site is free of viruses or other harmful components. This does not affect those warranties which are incapable of exclusion, restriction or modification under the laws applicable to this Agreement.
- 12.3 The Helpcentral Parties may discontinue or make changes in the Content and Site at any time without prior notice to you and without any liability to you. Any dated information is published as of its date only, and the Helpcentral Parties do not undertake any obligation or responsibility to update or amend any such information. The Helpcentral Parties reserve the right to terminate any or all Site offerings or transmissions without prior notice to you. This Site could contain technical inaccuracies or typographical errors. Use of this Site is at your own risk.

Limitation of Liability and Indemnification

- 13.1 YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER HELPCENTRAL NOR ITS AFFILIATES WILL BE LIABLE FOR ANY (A) INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, (B) DAMAGES FOR LOSS OF PROFITS, (C) DAMAGES FOR LOSS OF GOODWILL, (D) DAMAGES FOR LOSS OF USE, (E) LOSS OR CORRUPTION OF DATA, OR (F) OTHER INTANGIBLE LOSSES (EVEN IF HELPCENTRAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, RESULTING FROM (I) THE USE OR THE INABILITY TO USE THE SERVICES; (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICES; (III) ANY PROMOTIONS AND RELATED PRIZES OR REWARDS MADE AVAILABLE THROUGH THE SERVICES; (IV) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (V) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICES; OR (VI) ANY OTHER MATTER RELATING TO THE SERVICES. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL HELPCENTRAL'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES (INCLUDING CONTRACT, NEGLIGENCE, STATUTORY LIABILITY OR OTHERWISE) OR CAUSES OF ACTION EXCEED THE AMOUNT YOU HAVE PAID HELPCENTRAL IN THE LAST SIX (6) MONTHS, OR, IF GREATER, TEN THOUSAND NAIRA (₦10000).

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SERVICES OR WITH THESE TERMS OF SERVICE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SERVICES.

- 13.2 You agree to indemnify and hold harmless Helpcentral Parties from and against any and all claims, losses, expenses, demands or liabilities, including attorneys' fees and costs, incurred by the Helpcentral Parties in connection with any claim by a third party (including any intellectual property claim) arising out of (i) materials and content you submit to, post to or transmit through the Site, or (ii) your use of the Site in violation of this Agreement or in violation of any applicable law. You further agree that you will cooperate fully in the defence of any such claims. Helpcentral Parties reserve the right, at their own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you, and you shall not in any event settle any such claim or matter without the written consent of Helpcentral. You further agree to indemnify and hold harmless Helpcentral Parties from any claim arising from a third party's use of information or materials of any kind that you post to the Site.

Site Monitoring

- 14.1 Helpcentral has no obligation to monitor the Site; however, you acknowledge and agree that Helpcentral has the right to monitor the Site electronically from time to time and to disclose any information as necessary or appropriate to satisfy any law, regulation or other governmental request, to operate the Site, present marketing or other promotional offers to you either on the Site or on a third party site, or to protect itself or other users of the Site.

Use of Personally Identifiable Information

- 14.2 Helpcentral's practices and policies with respect to the collection and use of personally identifiable information are governed by Helpcentral's Privacy Policy.

Passwords & Account Access

- 14.3 A User who creates the Helpcentral account and whose Payment Method is charged (the "Account Owner") has access and control over the Helpcentral account. To maintain control over the account and to prevent anyone from accessing the account (which would include information on viewing history for the account), the Account Owner should not reveal the password or any means of access to the Helpcentral Service and Payment Method associated with the account to anyone. You are responsible for updating and maintaining the accuracy of the information you provide to us relating to your account.

14.4 You should be mindful of any communication requesting that you submit credit card or other account information. Providing your information in response to these types of communications can result in identity theft. Always access your sensitive account information by going directly to the Helpcentral website and not through a hyperlink in an email or any other electronic communication, even if it looks official. We can terminate your account or place your account on hold in order to protect you, Helpcentral or our partners from identity theft or other fraudulent activity.

Availability

14.5 This Site is not intended for distribution to, or use by, any person or entity in any jurisdiction or country where such distribution or use would be contrary to applicable law or regulation. By offering this Site and Content no distribution or solicitation is made by Helpcentral to any person to use the Site or Content in jurisdictions where the provision of the Site and/or Content is prohibited by law.

Termination

15.1 This Agreement is effective until terminated by Helpcentral. Helpcentral may terminate this Agreement at any time without notice, or suspend or terminate your access and use of the Site at any time, with or without cause, in Helpcentral's absolute discretion and without notice. The following provisions of this Agreement shall survive termination of your use or access to the Site: the sections concerning Indemnification, Disclaimer of Warranties, Limitation of Liability, Waiver, Applicable Law and Dispute Resolution, and General Provisions, and any other provision that by its terms survives termination of your use or access to the Site.

Waiver

15.2 Failure by Helpcentral to enforce any of its rights under this Agreement shall not be construed as a waiver of those rights or any other rights in any way whatsoever.

15.3 **Applicable Law and Dispute Resolution**

RESOLUTION OF DISPUTES: YOU ACKNOWLEDGE THAT YOU HAVE READ THIS PROVISION CAREFULLY, AND UNDERSTAND THAT IT LIMITS YOUR RIGHTS IN THE EVENT OF A DISPUTE BETWEEN YOU AND US. YOU UNDERSTAND THAT YOU HAVE THE RIGHT TO REJECT THIS PROVISION, AS PROVIDED IN PARAGRAPH (i) BELOW.

- a. In this Arbitration Section, "Claim" means any dispute, claim, or controversy (whether based on contract, tort, intentional tort, constitution, statute, ordinance, common law, or equity, whether pre-existing, present, or future, and whether seeking monetary, injunctive, declaratory, or any other relief) arising from or relating to this Agreement or the relationship between us and you (including claims arising prior to or after the date of the Agreement, and claims that are currently the subject of purported class action litigation in which you are not a member of a certified

class), and includes claims that are brought as counterclaims, cross claims, third party claims or otherwise, as well as disputes about the validity or enforceability of this Agreement or the validity or enforceability of this Arbitration Section.

- b. Any Claim shall be resolved, upon the election of either us or you, by binding arbitration administered by the Lagos Multidoor Courthouse in accordance to the Arbitration and Conciliation Act, Laws of the Federation of Nigeria 2004. Any arbitration under this Agreement will take place on an individual basis.
- c. Claims will be arbitrated by a Sole Arbitrator mutually appointed by parties. If parties are unable to agree within 10 (ten) business days, either party may apply to the Lagos Multidoor Courthouse who shall appoint the Sole Arbitrator. Arbitration will be held in English Language and the seat of arbitration shall be Lagos, Lagos State, Nigeria.
- d. YOU AND WE AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN OUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and we agree otherwise in writing, the Arbitrator may not consolidate more than one person's claims. The Arbitrator shall have no power to arbitrate any Claims on a class action basis or Claims brought in a purported representative capacity on behalf of the general public, other borrowers, or other persons similarly situated. The validity and effect of this paragraph (d) shall be determined exclusively by a court, and not by the Arbitrator.
- e. If any portion of this Arbitration Section is deemed invalid or unenforceable for any reason, it shall not invalidate the remaining portions of this section. However, if paragraph (f) of this Arbitration Section is deemed invalid or unenforceable in whole or in part, then this entire Arbitration Section shall be deemed invalid and unenforceable. The terms of this Arbitration Section will prevail if there is any conflict between the Rules and this section.
- f. YOU AND WE AGREE THAT, BY ENTERING INTO THIS AGREEMENT, THE PARTIES ARE EACH WAIVING THE RIGHT TO LITIGATION IN COURT OR TO PARTICIPATE IN A CLASS ACTION.
- g. This Agreement and all other aspects of your use of the Site shall be governed by and construed in accordance with Nigerian laws.
- h. You agree to give Helpcentral prior notice of intention to institute any action or proceedings of a judicial, quasi-judicial or regulatory nature. Where no remedy is provided by Helpcentral or the remedy provided is unsatisfactory to you, an action or proceedings shall be instituted not later than 1 (One) Month after giving the notice of the intention to Helpcentral. You and Helpcentral agree that any cause of action arising out of or related to the services must commence within one (1) month after the cause of action accrues. otherwise, such cause of action is permanently barred.

Other Agreements

15.4 This Agreement shall be subject to any other agreements you have entered into with Helpcentral.

Additional Terms

15.5 Certain sections or pages on the Site may contain separate terms and conditions of use, which are in addition to the terms and conditions of this Agreement. In the event of a conflict, the additional terms and conditions will govern for those sections or pages.

Severability

15.6 If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall be enforced to the fullest extent possible, and the remaining provisions of the Agreement shall remain in full force and effect.

General Provisions

15.7 This Agreement supersedes any previous Terms of Use Agreement to which you and Helpcentral may have been bound. This Agreement will be binding on, inure to the benefit of, and be enforceable against the parties and their respective successors and assigns. Neither the course of conduct between parties nor trade practice shall act to modify any provision of the Agreement. All rights not expressly granted herein are hereby reserved. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section.

Force Majeure

15.8 Neither party shall be liable to the other for any failure to perform any obligation under any Agreement which is due to an event beyond the control of such party including but not limited to any Act of God, terrorism, war, political or religious insurgence, insurrection, riot, civil unrest, act of civil or military authority, uprising, earthquake, flood or any other natural or man-made eventuality outside of our control, which causes the termination of an agreement or contract entered into, nor which could have been reasonably foreseen.

15.9 Any Party affected by such event shall forthwith inform the other Party of the same and shall use all reasonable endeavours to comply with the terms and conditions of any Agreement contained herein.

Contacting Us

16.1 To find more information about our service and its features or if you need assistance with your account, please visit the Helpcentral Help Centre on our website or contact us by e-mail at info@helpcentral.ng. In certain instances, Customer Service may best be able to assist you by using a remote access support tool through which we have full access to your computer. If you do not want us to have this access, you should not consent to support through the remote access tool, and we will assist you through other means. In the event of any conflict between these Terms of Use and information provided by Customer Support or other portions of our website, these Terms of Use will govern the situation.