

# TERMS OF USE

## 1. CONTRACTUAL RELATIONSHIP.

These Terms of Use ("Terms") govern your access or use of the applications, websites, content, products, and services (the "Services," as more fully defined below in Section 2) made available in Nigeria by Estate Intel Limited and its parents, subsidiaries, representatives, affiliates, officers and directors (collectively, "EI" or "ESTATE INTEL"). PLEASE READ THESE TERMS CAREFULLY, AS THEY CONSTITUTE A LEGAL AGREEMENT BETWEEN YOU AND EI. In these Terms, the words "including" and "include" mean "including, but not limited to."

By accessing or using the Services, you confirm your agreement to be bound by these Terms. If you do not agree to these Terms, you may not access or use the Services. These Terms expressly supersede prior agreements or arrangements with you. EI may immediately terminate these Terms or any Services with respect to you, or generally cease offering or deny access to the Services or any portion thereof, at any time for any reason.

## 2. SERVICES.

The Services comprise the website and related web applications services (each, an "Application"), which enable users to access, seek and receive comprehensive information and data about the real estate industry in Nigeria. In certain instances, the Services may also include an option to order, purchase and pay for subscriptions to any material hosted on the EI website, or otherwise interact with other connected users or third-party information providers ("THIRD-PARTY DATA PROVIDERS"). Unless otherwise agreed by EI in a separate written agreement with you, the Services are made available solely for your personal and non-commercial use.

## 3. LICENSE.

Subject to your compliance with these Terms, EI grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to: (i) access and use the Applications on your personal device solely in connection with your use of the Services; and (ii) access and use any content, information and related materials that may be made available through the Services, in each case solely for your personal, non-commercial use. Any rights not expressly granted herein are reserved by EI and EI's licensors.

## 4. RESTRICTIONS.

You may not: (i) remove any copyright, trademark or other proprietary notices from any portion of the Services; (ii) reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Services except as expressly permitted by EI; (iii) decompile, reverse engineer or disassemble the Services except as may be permitted by applicable law; (iv) link to, mirror or frame any portion of the Services; (v) cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Services or unduly

burdening or hindering the operation and/or functionality of any aspect of the Services; or (vi) attempt to gain unauthorized access to or impair any aspect of the Services or its related systems or networks.

## **5. PROVISION OF THE SERVICES.**

You acknowledge that portions of the Services may be made available under El's various brands. You also acknowledge that the Services may be made available under such brands or in connection with: (i) certain of El's subsidiaries and affiliates; or (ii) independent Third-Party Data Providers.

## **6. OWNERSHIP.**

The Services and all rights therein are and shall remain El's property or the property of El's licensors. Neither these Terms nor your use of the Services convey or grant to you any rights: (i) in or related to the Services except for the limited license granted above; or (ii) to use or reference in any manner El's company names, logos, product and service names, trademarks or services marks or those of El's licensors.

## **7. USER ACCOUNT.**

In order to use the Services, you are required to create and maintain an active personal account ("Account") by entering your name, email address, password and certain other information collected by El (collectively "Account Information"). To create an Account, you must be of legal age to form a binding contract. If you are not of legal age to form a binding contract, you may not register to use the Services. You agree that the Account Information that you provide to us at all times, including during registration and in any information you upload for the Services will be true, accurate, current, and complete. You may not transfer or share your Account password with anyone. You are responsible for maintaining the confidentiality of your Account password and for all activities that occur under your Account. You may not use anyone else's account at any time. Unless otherwise permitted, you may only possess one Account.

## **8. USER REQUIREMENTS AND ELIGIBILITY.**

The Service is not available for use by persons under the age of 16. You may not authorize third parties to use your Account, and you may not allow persons under the age of 16 to initiate transactions using the Services or interact with Third-Party Data Providers unless they are accompanied by you. You may not assign or otherwise transfer your Account to any other person or entity. You agree to comply with all applicable laws when accessing or using the Services, and you may only access or use the Services for lawful purposes. You may not, in your access or use of the Services, cause nuisance, annoyance or inconvenience to any other party. In certain instances, you may be asked to provide proof of identity to access or use the Services, and you agree that you may be denied access to or use of the Services if you refuse to provide proof of identity.

## **9. USER-PROVIDED CONTENT.**

El may, in El's sole discretion, permit you from time to time to submit, upload, publish or otherwise make available to El through the Services textual, audio, and/or visual content and information, including commentary and feedback related to the Services, initiation of support requests, and

submission of entries for content ("User Content"). Any User Content provided by you remains your property. However, by providing User Content to EI, you grant EI a worldwide, perpetual, irrevocable, transferable, royalty-free license, with the right to sublicense, to use, copy, modify, create derivative works of, distribute, publicly display, publicly perform, and otherwise exploit in any manner such User Content in all formats and distribution channels now known or hereafter devised (including in connection with the Services and EI's business and on third-party sites and services), without further notice to or consent from you, and without the requirement of payment to you or any other person or entity.

You represent and warrant that: (i) you either are the sole and exclusive owner of all User Content or you have all rights, licenses, consents and releases necessary to grant EI the license to the User Content as set forth above; and (ii) neither the User Content, nor your submission, uploading, publishing or otherwise making available of such User Content, nor EI's use of the User Content as permitted herein will infringe, misappropriate or violate a third party's intellectual property or proprietary rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

You agree to not provide User Content that is defamatory, libellous, hateful, violent, obscene, pornographic, unlawful, or otherwise offensive, as determined by EI in its sole discretion, whether or not such material may be protected by law. EI may, but shall not be obligated to, review, monitor, or remove User Content, at EI's sole discretion and at any time and for any reason, without notice to you.

## **10. PRIVACY**

EI is required to comply with applicable privacy and security laws and maintain safeguards to protect the security of your personal information. Additionally, the information you provide to Third-Parties during the use of the Services is legally confidential, except for certain legal exceptions described in any Privacy Policy. We devote considerable effort toward ensuring that your personal information is secure. Information regarding our use of personal information is provided in our Privacy Policy. As part of providing you the Services, we may need to provide you with certain communications, such as notifications, confirmations and administrative messages. These communications are considered part of the Services and your Account. While secure electronic messaging is always preferred to insecure email, under certain circumstances, insecure email communication containing personal information may take place between you and EI. EI cannot ensure the security or confidentiality of messages sent by email. Your personal information are stored on secure, encrypted servers maintained either EI, its affiliates or partners. Your personal information includes information relating to your name, address, email address, phone number, age, financial and payment card information, photograph and personal description.

## **11. NETWORK ACCESS AND DEVICES.**

You are responsible for obtaining the data network access necessary to use the Services. Your mobile network's data and messaging rates and fees may apply if you access or use the Services from your device. You are responsible for acquiring and updating compatible hardware or devices

necessary to access and use the Services and Applications and any updates thereto. EI does not guarantee that the Services, or any portion thereof, will function on any particular hardware or devices. In addition, the Services may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.

## **12. PAYMENTS AND CHARGES.**

You understand that use of the Services may result in charges to you for the services you receive ("Charges"). EI will receive and/or enable your payment of the applicable Charges for services obtained through your use of the Services. Charges will be inclusive of applicable taxes where required by law. Charges may include other applicable fees and/or surcharges.

All Charges and payments will be enabled by EI using the preferred payment method designated in your Account, after which you will receive a receipt by email. If your primary Account payment method is determined to be expired, invalid or otherwise not able to be charged, you agree that EI may use a secondary payment method in your Account, if available. Charges paid by you are final and non-refundable, unless otherwise determined by EI.

As between you and EI, EI reserves the right to establish, remove and/or revise Charges for any or all services or goods obtained through the use of the Services at any time in EI's sole discretion. Further, you acknowledge and agree that Charges applicable in certain geographical areas may increase substantially during times of high demand. EI will use reasonable efforts to inform you of Charges that may apply, provided that you will be responsible for Charges incurred under your Account regardless of your awareness of such Charges or the amounts thereof. You may elect to cancel your request for Services at any time prior to the commencement of such Services, in which case you may be charged a cancellation fee.

## **13. DISCLAIMER.**

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." EI DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, NOT EXPRESSLY SET OUT IN THESE TERMS, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN ADDITION, EI MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE REGARDING THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, OR AVAILABILITY OF THE SERVICES OR ANY SERVICES OR GOODS REQUESTED THROUGH THE USE OF THE SERVICES, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. EI DOES NOT GUARANTEE THE QUALITY, SUITABILITY, SAFETY OR ABILITY OF THIRD-PARTY DATA PROVIDERS. YOU AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE SERVICES, AND ANY SERVICE OR GOOD REQUESTED IN CONNECTION THEREWITH, REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

## **14. LIMITATION OF LIABILITY.**

EI SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOST DATA, PERSONAL INJURY, OR PROPERTY DAMAGE RELATED TO, IN CONNECTION WITH, OR OTHERWISE RESULTING FROM

ANY USE OF THE SERVICES, REGARDLESS OF THE NEGLIGENCE (EITHER ACTIVE, AFFIRMATIVE, SOLE, OR CONCURRENT) OF EI, EVEN IF EI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

EI SHALL NOT BE LIABLE FOR ANY DAMAGES, LIABILITY OR LOSSES ARISING OUT OF: (i) YOUR USE OF OR RELIANCE ON THE SERVICES OR YOUR INABILITY TO ACCESS OR USE THE SERVICES; OR (ii) ANY TRANSACTION OR RELATIONSHIP BETWEEN YOU AND ANY THIRD-PARTY, EVEN IF EI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EI SHALL NOT BE LIABLE FOR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND EI'S REASONABLE CONTROL. YOU ACKNOWLEDGE THAT THIRD-PARTY DATA PROVIDERS MAY USE THE SERVICES AND MAY NOT BE AFFILIATED OR OTHERWISE PERMITTED BY EI.

THE SERVICES MAY BE USED BY YOU TO REQUEST AND OBTAIN REAL ESTATE INFORMATION OR DATA, ACCESS AND PAY FOR A SERVICE, AND OTHERWISE CONNECT WITH THIRD-PARTY DATA PROVIDERS, BUT YOU AGREE THAT EI HAS NO RESPONSIBILITY OR LIABILITY TO YOU RELATED TO ANY THIRD-PARTY SERVICE PROVIDED TO YOU BY THIRD-PARTY DATA PROVIDERS OTHER THAN AS EXPRESSLY SET FORTH IN THESE TERMS.

THE LIMITATIONS AND DISCLAIMER IN THIS SECTION DO NOT PURPORT TO LIMIT LIABILITY OR ALTER YOUR RIGHTS AS A CONSUMER THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW. THIS PROVISION SHALL HAVE NO EFFECT ON EI'S CHOICE OF LAW PROVISION SET FORTH BELOW.

#### **15. INDEMNITY.**

BY USING THE SERVICES, YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS EI, AND ANY AFFILIATED EI ENTITY, ITS OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, AND REPRESENTATIVES (COLLECTIVELY "EI PARTIES") FROM AND AGAINST ALL CLAIMS, ACTIONS, DEMANDS, LIABILITIES, JUDGMENTS, SETTLEMENTS, COSTS, LOSSES, DAMAGES, TAX ASSESSMENTS, PENALTIES, INTEREST AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES) ARISING OUT OF ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR ANY OTHER CLAIM YOU MAY INCUR IN CONNECTION WITH YOUR USE OF THIS SITE, INCLUDING, WITHOUT LIMITATION, ANY CLAIMS FOR DEFAMATION, VIOLATION OF PUBLICITY OR PRIVACY, COPYRIGHT OR TRADEMARK INFRINGEMENT RESULTING FROM YOUR SUBMISSIONS OF ANY CONTENT, TAGGED CONTENT OR OTHER MATERIALS, ANY ECONOMIC HARM, LOST PROFITS, DAMAGES TO BUSINESS, DATA OR COMPUTER SYSTEMS, OR ANY DAMAGES RESULTING FROM RELIANCE ON ANY CONTENT OR RESULTING FROM ANY INTERRUPTIONS, WORK STOPPAGES, COMPUTER FAILURES, DELETION OF FILES, ERRORS, OMISSIONS, INACCURACIES, DEFECTS, VIRUSES, DELAYS OR MISTAKES OF ANY KIND, EVEN IF YOU HAVE PREVIOUSLY ADVISED EI OF THE POSSIBILITY OF SUCH CLAIM.

#### **16. DISCLOSURES.**

Third-Party Data Providers associated with the Services may hold licenses or other business registrations, certificates and clearances issued by the respective regulatory authority. You can report a complaint relating to services provided by a Third-Party Data Provider by either directly contacting the regulatory authority of such entity or directing such complaints to EI. In a business relationship, fraud is never appropriate and is unlawful, and should be reported to law enforcement agents.

## **17. JURISDICTION.**

Information provided by EI in connection with the Services is not targeted to users in any particular locality nor is it intended to constitute the doing of business in any jurisdiction.

The Services provided by EI do not constitute any contact with any jurisdiction outside the Federal Republic of Nigeria. Use of the Services is prohibited in any jurisdiction having laws that would void this Agreement in whole or essential part or which makes accessing the Services illegal. Users in such jurisdictions visit and use this Services entirely at their own risk. Note: the essential parts of this Agreement include, without limitation, the exclusive venue and exclusive remedy provisions and the warranty disclaimers.

This Agreement is entered into and performed in the Federal Republic of Nigeria. It is governed by and shall be construed under the laws of the Federal Republic of Nigeria, exclusive of any choice of law or conflict of law provisions.

## **18. LIMITATION ON TIME TO INITIATE A DISPUTE.**

Unless otherwise required by law, an action or proceeding by you relating to any Dispute must commence within one year after the cause of action accrues.

## **19. ARBITRATION ONLY.**

Any dispute arising under or relating in any way to the Terms will be resolved exclusively by final and binding arbitration in Lagos State, Nigeria under the rules of the Lagos Multidoor Courthouse, except that either party may bring a claim related to intellectual property rights, or seek temporary and preliminary specific performance and injunctive relief, in any court of competent jurisdiction. The parties agree to the personal and subject matter jurisdiction and venue of the courts located in Lagos Island, Lagos State for any action related to these Terms of Use. You understand that by checking the “agree” box for these Terms of Use and/or any other forms presented to you, you are agreeing to these Terms of Use and that such action constitutes a legal signature.

## **20. OTHER PROVISIONS.**

Except as expressly provided in these Terms, these terms are a complete statement of the agreement between you and EI, and they describe the entire liability of EI and its partners and your exclusive remedy with respect to your access and use of the Services. In the event of a conflict between these Terms and any other EI agreement or policy, these Terms shall prevail on the subject matter of these Terms. If any provision of these Terms is invalid or unenforceable under applicable law, then it shall be changed and interpreted to accomplish the objectives of such provision to the

greatest extent possible under applicable law, and the remaining provisions will continue in full force and effect. Headings are included for convenience only, and shall not be considered in interpreting these Terms. These Terms do not limit any rights that EI may have under trade secret, copyright, patent, or other laws. EI's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision. No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term.

## **21. ASSIGNMENT.**

You may not assign any rights or obligations under this Agreement without EI's prior written consent. EI may assign all or part of this Agreement.

## **22. SURVIVAL.**

All sections of this Agreement which, by their nature are designed to survive expiration or termination of this Agreement, including but not limited to indemnity and limitation of liability clauses, shall survive.

## **23. WAIVER.**

No waiver of any of these terms shall be deemed a further or continuing waiver of such term or condition or any other term or condition.

## **24. NOTICES.**

You agree that we may provide any and all notices to you by e-mail, telephone, fax, as well as by any other method.

## **25. SEVERABILITY.**

If any of the provisions of this Agreement are held unenforceable by a court or other tribunal of competent jurisdiction, then those provisions shall be limited or eliminated to the minimum extent necessary to allow the remainder of this Agreement to retain its full force and effect.

## **26. ENTIRE AGREEMENT; AMENDMENT.**

This Agreement constitutes the entire agreement between you and ESTATE INTEL applicable to its subject matter. We may at our sole discretion change, add, or delete portions of these Terms at any time on a going-forward basis. Continued use of the Services following notice of any such changes will indicate your acknowledgement of such changes and agreement to be bound by the revised Terms, inclusive of such changes.

## **27. CONTACT INFORMATION.**

Please contact us with any questions or concerns regarding this Agreement at:

ESTATE INTEL LIMITED

7a Olushola Agbaje Street,

Lekki Phase 1,

Lagos, Nigeria

[support@estateintel.com](mailto:support@estateintel.com)