

TERMS AND CONDITIONS

1. AGREEMENT TO TERMS

These Terms of Use constitute a legally binding agreement made between you, whether personally or on behalf of an entity ("you") and Balanceè Tech Solutions Limited (Company, we, us," or "our"), concerning your access to and use of the website or mobile app, mobile app, as well as any other media form, media channel, mobile website or mobile app or mobile application related, linked, or otherwise connected thereto (collectively, the "Website or mobile app") You agree that by accessing the Website or mobile app, you have read, understood, and agreed to be bound by all of these Terms of Use. IF YOU DO NOT AGREE WITH ALL OF THESE TERMS OF USE, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE WEBSITE OR MOBILE APP OR MOBILE APP AND YOU MUST DISCONTINUE USE IMMEDIATELY.

Supplemental terms and conditions or documents that may be posted on the website or mobile app/App from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms of Use at any time and for any reason. We will alert you about any changes by updating the "Last updated date of these Terms of Use" and you waive any right to receive specific notice of each such change. Please ensure that you check the applicable Terms every time you use our website or mobile app or mobile application so that you understand which Terms apply. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms of Use by your continued use of the website or mobile app or mobile application after the date such revised Terms of Use are posted.

The information provided on the website or mobile app or mobile application 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 law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the website or mobile app or mobile application from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

2. INTELLECTUAL PROPERTY RIGHTS

Unless otherwise indicated, the website or mobile app or mobile application is Balanceè's proprietary property and all source code, databases, functionality, software, website or mobile app designs, audio, video, text, photographs, and graphics on the website or mobile app or mobile application (collectively, the "Content") and the trademarks, service marks, and logos contained therein (the "Marks") are owned or controlled by us or licensed to us, and are protected by copyright and trademark laws and various other intellectual property

rights, international copyright laws, and international conventions. The Content and the Marks are provided on the website or mobile app or mobile application "AS IS" for your information and personal use only. Except as expressly provided in these Terms of Use, no part of the website or mobile app or mobile app and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

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3. USER REPRESENTATIONS

By using the website or mobile app or mobile application, you represent and warrant that:

- (1) you have the legal capacity and you agree to comply with these Terms of Use.
- (2) you are not a minor in the jurisdiction in which you reside,
- (3) you will not access the website or mobile app or mobile app through automated or non-human means, whether through a bot, script, or otherwise
- (4) you will not use the website or mobile app or mobile application for any illegal or unauthorized purpose; and
- (5) your use of the website or mobile app will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the website or mobile app or mobile application for any portion thereof).

4. PROHIBITED ACTIVITIES

You may not access or use the website or mobile app or mobile application for any purpose other than that for which we make the website or mobile app or mobile application available. The website or mobile app or mobile application may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.

As a user of the website or mobile app, software or mobile application, you agree not to:

- Systematically retrieve data or other content from the website or mobile app or mobile application to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from Balanceè.
- Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords.
- Circumvent, disable, or otherwise interfere with security-related features of the website or mobile app or mobile application, including features that prevent or restrict the use or copying of any content or enforce limitations on the use of the website or mobile app or mobile application and or the content contained therein.
- Disparage, tarnish, or otherwise harm, in our opinion, us and/or the website or mobile app or mobile application.
- Use any information obtained from the website or mobile app or mobile application in order to harass, abuse, or harm another person.
- Make improper use of our support services or submit false reports of abuse or misconduct.
- Use the website or mobile app or mobile application in a manner inconsistent with any applicable laws or regulations. Engage in unauthorized framing of or linking to the mobile application.
- Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the website or mobile app, mobile app or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the mobile application and website or mobile app.
- Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
- Delete the copyright or other proprietary rights notice from any content.
- Attempt to impersonate another user or person or use the username of another user.
- Interfere with, disrupt, or create an undue burden on the website or mobile app, mobile app or the networks or services connected to the website or mobile app.
- Attempt to bypass any measures of the Website or mobile app designed to prevent or restrict access to the Website or mobile app, or any portion of the Website or mobile app.
- Copy or adapt the Website or mobile app's software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
- Use a buying agent or purchasing agent to make purchases on the Website or mobile app.
- Make any unauthorized use of the Website or mobile app, including collecting usernames and/or email addresses of users by electronic or other means for the

purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.

- Use the Website or mobile app as part of any effort to compete with us or otherwise use the Website or mobile app and/or the Content for any revenue-generating endeavor or commercial enterprise.
- Sell or otherwise transfer your profile.

5. USER GENERATED CONTRIBUTIONS

The website or mobile app does not offer users to submit or post content. We may provide you with the opportunity to create, submit, post, display, transmit, perform, publish, distribute, or broadcast content and materials to us or on the Website or mobile app, including but not limited to text, writings video, audio, photographs, graphics comments, suggestions, or personal information or other material (collectively, "Contributions") Contributions may be viewable by other users of the Website or mobile app and through third-party website or mobile apps. As such, any Contributions you transmit may be treated in accordance with the Website or mobile app Privacy Policy.

6. CONTRIBUTION LICENSE

You and the website or mobile app agree that we may access, store, process, and use any information and personal data that you provide following the terms of the Privacy Policy and your choices (including settings). By submitting suggestions or other feedback regarding the Website or mobile app, you agree that we can use and share such feedback for any purpose without compensation to you.

We do not assert any ownership over your contributions. You retain full ownership of all of your contributions and any intellectual property rights or other proprietary rights associated with your Contributions. We are not liable for any statements or representations in your Contributions provided by you in any area on the Website or mobile app. You are solely responsible for your Contributions to the Website or mobile app and you expressly agree to exonerate us from any and all responsibility and to refrain from any legal action against us regarding your Contributions.

7. SUBMISSIONS

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information regarding the Website or mobile app ("Submissions") provided by you to us are non-confidential and shall become our sole property. We shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you. You hereby waive all moral rights to any

such Submissions, and you hereby warrant that any such Submissions are original with you or that you have the right to submit such Submissions. You agree there shall be no recourse against us for any alleged or actual infringement or misappropriation of any proprietary right in your Submissions.

8. WEBSITE OR MOBILE APP MANAGEMENT

We reserve the right, but not the obligation, to:

- (1) monitor the website or mobile app for violations of these Terms of Use
- (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms of Use, including without limitation, reporting such user to law enforcement authorities
- (3) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof
- (4) in our sole discretion and without limitation, notice, or liability, to remove from the Website or mobile app or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems and
- (5) otherwise manage the website or mobile app in a manner designed to protect our rights and property and to facilitate the proper functioning of the Website or mobile app.

9. TERM AND TERMINATION

These Terms of Use shall remain in full force and effect while you use the website or mobile app. Without limiting any other provision of these terms of use, we reserve the right to, in our sole discretion and without notice or liability, deny access to and use of the website or mobile app (including blocking certain IP addresses), to any person for any reason or for no reason, including without limitation for breach of any representation, warranty, or covenant contained in these terms of use or of any applicable law or regulation. we may terminate your use or participation in the website or mobile app or delete any content or information that you posted at any time, without warning, in our sole discretion.

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and Injunctive redress.

10. MODIFICATIONS AND INTERRUPTIONS

We reserve the right to change, modify, or remove the contents of the website or mobile app at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Website or mobile app. We also reserve the right to modify or discontinue all or part of the Website or mobile app without notice at any time. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the website or mobile app.

We cannot guarantee the website or mobile app will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Website or mobile app, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the website or mobile app at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the website or mobile app during any downtime or discontinuance of the website or mobile app. Nothing in these Terms of Use will be construed to obligate us to maintain and support the Website or mobile app or to supply any corrections, updates, or releases in connection therewith.

11. GOVERNING LAW

These Terms shall be governed by and defined following the laws of the Federal Republic of Nigeria and yourself irrevocably consent that the courts of Nigeria shall have exclusive jurisdiction to resolve any dispute which may arise in connection with these terms.

12. CORRECTIONS

There may be information on the website or mobile app that contains typographical errors, Inaccuracies, or omissions, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Website or mobile app at any time, without prior notice.

13. DISCLAIMER

The website or mobile app is provided on an as-is and as-available basis. You agree that your use of the website or mobile app and our services will be at your sole risk. To the fullest extent permitted by law, we disclaim all warranties, express or implied, in connection with the website or mobile app and your use thereof, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose. And non-infringement. We make no warranties or representations about the accuracy or completeness of the website or mobile app's content or the content of any website or mobile apps linked to the website or mobile app and we will assume no liability or responsibility for any (1) errors, mistakes, or inaccuracies of content and materials, (2)

personal injury or property damage of any nature whatsoever resulting from your access to and use of the website or mobile app. (3) any unauthorized access to or use of our secure servers and/or any and all personal information and/or financial information stored therein, (4) any interruption or cessation of transmission to or from the website or mobile app, (5) any bugs viruses trojan horses, or the like which may be transmitted to or through the website or mobile app by any third party, and/or (6) any errors or omissions in any content and materials or for any loss or damage of any kind incurred as a result of the use of any content posted, transmitted, or otherwise made available via the website or mobile app. We do not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the website or mobile app, any hyperlinked website or mobile app, or any website or mobile app or mobile application featured in any banner or other advertising, and we will not be a party to or in any way be responsible for monitoring any transaction between you and any third-party providers of products or services, as with the purchase of a product or service through any medium or in any environment, you should use your best judgment and exercise caution where appropriate.

14. LIMITATIONS OF LIABILITY

In no event will we or our directors, employees, or agents be liable to you or any third party for any direct, indirect, consequential, exemplary, incidental, special, or punitive damages, including lost profit, lost revenue, loss of data, or other damages arising from your use of the website or mobile app, even if we have been advised of the possibility of such damages. Notwithstanding anything to the contrary contained herein, our liability to you for any cause whatsoever and regardless of the form of the action, will at all times be limited to the lesser of the amount paid, if any, by you to us or certain us state laws and international laws do not allow limitations on implied warranties or the exclusion or limitation of certain damages. If these laws apply to you, some or all of the above disclaimers or limitations may not apply to you, and you may have additional rights.

15. INDEMNIFICATION

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of:

(1) use of the website or mobile app

(2) breach of these Terms of Use

(3) any breach of your representations and warranties set forth in these Terms of Use

(4) your violation of the rights of a third party, including but not limited to intellectual property rights; or any overt harmful act toward any other user of the website or mobile app with whom you connected via the Website or mobile app, Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

16. USER DATA

We will maintain certain data that you transmit to the Website or mobile app for the purpose of managing the performance of the Website or mobile app, as well as data relating to your use of the Website or mobile app. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the website or mobile app. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

17. ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES

Visiting the website or mobile app, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Website or mobile app, satisfy any legal requirement that such communication be in writing. YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR VIA THE WEBSITE OR MOBILE APP. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

18. MISCELLANEOUS

These Terms of Use and any policies or operating rules posted by us on the Website or mobile app or in respect to the Website or mobile app constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Terms of Use shall not operate as a waiver of such right or provision. These Terms of Use operate to the fullest extent permissible by law. We may assign any or all of our

rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control. If any provision or part of a provision of these Terms of Use is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms of Use and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Terms of Use or use of the website or mobile app. You agree that these Terms of Use will not be construed against us by virtue of having drafted them. You hereby waive any and all defenses you may have based on the electronic form of these Terms of Use and the lack of signing by the parties hereto to execute these Terms of Use.

19. CONTACT US

In order to resolve a complaint regarding the Website or mobile app or to receive further information regarding use of the Website or mobile app, please contact us at:

Phone: +234708483003

Email: info@balancee.app