## **Terms and Conditions of Use**

These Terms and Conditions of Use (the "**Terms of Use**") apply to the Txtlight Power Solutions Limited ("**Lumos**") web site (the "**Site**") located at www.lumos.com.ng, and all associated sites linked to the Site by Lumos, its subsidiaries and affiliates around the world.

The Site provides certain content for informational purposes. Please carefully read these Terms of Use. By using Lumos Site, you thereby agree to the Terms of Use. If you do not agree to the Terms of Use, you should exit Lumos Site and not use or review any of the information that is posted on this Site.

Lumos reserves the right, at its sole discretion, to change, modify, add or remove portions of these Terms of Use, at any time. It is your responsibility to check these Terms of Use periodically for changes. Your continued use of the Site following the posting of changes will mean that you accept and agree to the changes. As long as you comply with these Terms of Use, Lumos grants you a personal, non-exclusive, non-transferable, limited privilege to enter and use the Site.

**Intellectual Property Rights.** Lumos owns the copyright in the Site and its content, including all text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music, artwork and computer code (collectively, "**Content**"), including but not limited to the design, structure, selection, coordination, expression, "look and feel" and arrangement of such Content. You may download or copy material from Lumos Site, only for your own personal, non-commercial use. Any other use is forbidden. Except as expressly provided in these Terms of Use, you may not reproduce (in whole or in part), transmit or distributed in any way (including "mirroring") to any other computer, server, web site or other medium for publication or distribution or for any commercial enterprise, modify, link into, frame or use for any public or commercial purpose the Content of this Site without the prior written permission of Lumos. The Content of this Site is protected by copyright and/or other intellectual property rights.

**Use of Non-Personally Identifying Information.** Subject to the provisions below in respect of personal identifying information, any communication or material that you transmit to Lumos through the Site, by electronic mail or otherwise, including any data, questions, comments, suggestions, and the like, is, and will be treated as, non-confidential and non-proprietary information. Please do not transmit any confidential information through this Site. Lumos may use such communication or material for any purpose whatsoever including, without limitation, for disclosure, reproduction, and publication. Lumos will be free, without any compensation to you, to use any concepts or know-how contained in any communication or material that you send to Lumos Site for any purpose whatsoever.

**Use of Personally Identifying Information and Privacy Policy.** Lumos will use your personally identifying information only for the purposes specified in its Privacy Policy. Please see Lumos's <u>Privacy Policy</u> for further details on how information may be gathered by Lumos and used on this site.

**Lumos Commitment to Security.** Lumos have put in place physical and electronic procedures to safeguard and help prevent unauthorized access, maintain data security, and correctly use the information Lumos collect online.

Links. Lumos Site may be linked to other independent third-party Web sites. Lumos has no control over the content or information posted on such third-party websites and Lumos does not assume any

responsibility or liability, therefore. Third party websites may have terms of use and privacy policies that are different from those that apply to the Site. You should refer to these third-party websites' respective privacy notices and terms of use.

The above disclaimer applies to any damages, liability or injuries caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft, or destruction of or unauthorized access to, alteration of, or use, whether for breach of contract, tort, negligence, or any other cause of action.

Disclaimers. LUMOS DOES NOT PROMISE THAT THE SITE OR ANY CONTENT, SERVICE OR FEATURE OF THE SITE WILL BE ERROR-FREE OR UNINTERRUPTED, OR THAT ANY DEFECTS WILL BE CORRECTED, OR THAT YOUR USE OF THE SITE WILL PROVIDE SPECIFIC RESULTS. THE SITE AND ITS CONTENT ARE DELIVERED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS. ALL INFORMATION PROVIDED ON THE SITE IS SUBJECT TO CHANGE WITHOUT NOTICE. LUMOS CANNOT ENSURE THAT ANY FILES OR OTHER DATA YOU DOWNLOAD FROM THE SITE WILL BE FREE OF VIRUSES OR CONTAMINATION OR DESTRUCTIVE FEATURES. LUMOS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF ACCURACY, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. LUMOS DISCLAIMS ANY AND ALL LIABILITY FOR THE ACTS, OMISSIONS AND CONDUCT OF ANY THIRD PARTIES IN CONNECTION WITH OR RELATED TO YOUR USE OF THE SITE AND/OR ANY LUMOS SERVICES. YOU ASSUME TOTAL RESPONSIBILITY FOR YOUR USE OF THE SITE AND ANY LINKED SITES. YOUR SOLE REMEDY AGAINST LUMOS FOR DISSATISFACTION WITH THE SITE OR ANY CONTENT IS TO STOP USING THE SITE OR ANY SUCH CONTENT.

The above disclaimer applies to any damages, liability or injuries caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft, or destruction of or unauthorized access to, alteration of, or use, whether for breach of contract, tort, negligence, or any other cause of action.

**Limitation of Liability.** Except where prohibited by law, in no event will Lumos or any of its officers, shareholders, directors, employees, agents or suppliers, be liable to you for any indirect, consequential, exemplary, incidental, or punitive damages, including lost profits, even if Lumos has been advised of the possibility of such damages. Should you not agree with any part of these Terms of Use or have any dispute or claim against us or our suppliers with respect to these Terms of Use, your sole and exclusive remedy will be to discontinue use of the Site.

If, notwithstanding the other provisions of these Terms of Use, Lumos is found to be liable to you for any damage or loss which arises out of or is in any way connected with your use of the Site or any Content, you hereby agree that Lumos's liability shall in no event exceed the greater the total of any subscription or similar fees with respect to any service or feature offered on the Site paid by you in the three (3) months prior to the date of the initial claim made against Lumos.

**Indemnity.** You agree to indemnify and hold Lumos, its officers, directors, shareholders, predecessors, successors in interest, employees, agents, subsidiaries, and affiliates, harmless from any demands, loss, liability, claims or expenses (including attorneys' fees), made against Lumos by any third party due to or arising out of or in connection with your use of the Site and/or breach of the terms hereof.

**Violation of These Terms of Use.** Lumos may disclose any information it has about you (including your identity) if it determines that such disclosure is necessary in connection with any investigation or complaint regarding your use of the Site, or to identify, contact or bring legal action against someone who may be causing injury to or interference with (either intentionally or unintentionally) Lumos's rights or property, or the rights or property of visitors to or users of the Site, including Lumos's customers. Lumos reserves the right at all times to disclose any information that Lumos deems necessary to comply with any applicable law, regulation, legal process or governmental request. Lumos also may disclose your information when Lumos determines that applicable law requires or permits such disclosure, including exchanging information with other companies and organizations for fraud protection purposes.

You acknowledge and agree that Lumos may preserve any transmittal or communication by you with Lumos through the Site or any service offered on or through the Site, and may also disclose such data if required to do so by law or Lumos determines that such preservation or disclosure is reasonably necessary to (1) comply with legal process, (2) enforce these Terms of Use, (3) respond to claims that any such data violates the rights of others, or (4) protect the rights, property or personal safety of Lumos, its employees, users of or visitors to the Site, and the public.

You agree that Lumos may, in its sole discretion and without prior notice, terminate your access to the Site and/or block your future access to the Site if we determine that you have violated these Terms of Use or other agreements or guidelines which may be associated with your use of the Site. You also agree that any violation by you of these Terms of Use will constitute an unlawful and unfair business practice, and will cause irreparable harm to Lumos, for which monetary damages would be inadequate, and you consent to Lumos obtaining any injunctive or equitable relief that Lumos deems necessary or appropriate in such circumstances. These remedies are in addition to any other remedies Lumos may have at law or in equity.

You agree that Lumos may, in its sole discretion and without prior notice, terminate your access to the Site, for cause, which includes (but is not limited to) (1) requests by law enforcement or other government agencies, (2) a request by you (self-initiated account deletions), (3) discontinuance or material modification of the Site or any service offered on or through the Site, or (4) unexpected technical issues or problems.

If Lumos does take any legal action against you as a result of your violation of these Terms of Use, Lumos will be entitled to recover from you, and you agree to pay, all reasonable attorneys' fees and costs of such action, in addition to any other relief granted to Lumos. You agree that Lumos will not be liable to you or to any third party for termination of your access to the Site as a result of any violation of these Terms of Use.

**Governing Law; Dispute Resolution.** You agree that all matters relating to your access to or use of the Site, including all disputes, will be governed by the laws of the Federal Republic of Nigeria. You agree to the personal jurisdiction by a venue in Lagos and waive any objection to such jurisdiction or venue. Any claim under these Terms of Use must be brought within one (1) year after the cause of action arises, or such claim or cause of action is barred.

Last amended: May 1, 2023