

# TERMS AND CONDITIONS

The terms and conditions stated as follows contain the general agreement for the use of the Egopie Website (www.egopieeyes.com), Application, Documentation and Services. This Agreement is legally binding between you the user and us (Egopie Limited). By accessing and making use of the Website, Application, Documentation, Products and Services, you acknowledge that you have read, understood, and agree to be bound by the terms and conditions of this Agreement. If you are entering into this Agreement on behalf of a business or other legal entity, you are represented as having the authority to bind such business or legal entity to this Agreement, in which case the terms "You" or "User" shall refer to such entity. If you do not have the authority, or if you do not agree with the terms of this Agreement, you must not accept this Agreement and should not access and use the Website, Application, Documentations, Products and Services. You acknowledge that this Agreement is a contract between you and Egopie Limited, that though it is electronic and is not physically signed by you, it governs your use of the Website, Application, Documentations, Products and Services.

## Intellectual Property Rights

The "Intellectual Property Rights" entails all present and future rights conferred by common law, status or equity in relation to any copyright and related rights such as trademarks, patents, designs, inventions, goodwill, and the right to sue for passing off, rights to inventions, rights to use, and all other intellectual property rights, whether registered or unregistered and including all applications and rights to apply for and be granted, rights to claim priority from and to, such rights and all similar or equivalent rights or forms of protection including any other results of intellectual activity which exists or will exist now or in the future in any country. This Agreement does not transfer to you any intellectual property owned by Egopie Limited. All rights, titles, and interests will remain solely with Egopie Limited. All copyrights, trademarks, service marks, graphics and logos used in connection with the Website, Application and Services, are copyrights, trademarks or registered trademarks of Egopie Limited or its licensors. Please note that other copyrights, trademarks, service marks, graphics and logos used in connection with the Website, Application and Services may be reserved as copyrights or trademarks of other third parties. Your use of the Website, Application, Products and Services grants you no right or license to reproduce or otherwise use any of Egopie Limited or third-party trademarks.

## Website and Application Links

The Website, Application and Services may link to other resources such as a website belonging to an affiliate. However, we are not, directly or indirectly, implying any approval, endorsement, sponsorship, or affiliation with any of the linked resources, unless expressly stated herein. We are not responsible for examining or evaluating, neither would we or do we warrant the products or services discovered through any of the resources. We do not accept any responsibility or liability for the actions, products, services, and content of any other third party. You should carefully review all facts, terms, conditions and legal statements for the use of any resource which you access through a link on the Website, Application and Services. Please note that your linking to any other off-site resources is at your own risk.

## Prohibited Uses

You are prohibited from using the Website, Application, Documentations, Products and Services or Content in any of the following ways: (i) for any illegal or unlawful purpose; (ii) to solicit others to perform or participate in any illegal or unlawful acts; (iii) to provide any false or misleading information; (iv) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (v) to abuse, defame, harass, slander, harm, disparage, insult, intimidate, or discriminate based on gender, religion, race, ethnicity, age, nationality, or disability; (vi) to violate any international, federal or state regulations, rules or laws; (vii) to carry out any fraudulent act via phishing, pharming, Spamming, pretext, spider, crawl, scrape or any other fraudulent technique that may become available; (viii) to upload, send or transmit any type of malicious program or code that will or may be used in any way that will affect the functionality or operation of the Website, Application and Services, third party websites, or the Internet; (ix) for any indecent or immoral purpose; x) to restrict, inhibit or circumvent the security features of the Website, Application, Products and Services, third party products and services, or the Internet. We retain the right to stop your use of the Website, Application, Products and Services for any of the violations stated herein.

## Disclaimer of Warranty

Our services rendered are provided on an "as is" and "as available" basis. Therefore, your use of the Website, Application, Documentations, Products and Services is solely at your own discretion. We clearly disclaim all warranties of any kind, whether express or implied, including but not limited to the implied warranties of sales, fitness for a particular purpose and non-infringement. We make no warranty that our Services will meet your own requirements, or that our Service will be uninterrupted, secure, or error-free; nor do we make any warranty as to the results that may be obtained from the use of our Services. You understand and agree that any material and/or data downloaded or otherwise obtained using our Service is done at your own discretion and that you will be solely responsible for any damage or loss of data that results from the download of such material and/or data. We also make no warranty regarding any product or services obtained or purchased through our Service or any transactions entered through our Service unless stated otherwise. Furthermore, no advice or information, whether oral or written, obtained by you from us or through the Service shall be deemed worthy as a warranty except expressly made herein.

## Limitation of Liability

To the maximum extent allowable by applicable law, on no account will Egopie Limited, its partners, directors, officers, employees, agents, suppliers or licensors be liable to any person for any incidental, indirect, special, punitive or consequential damages (including, without limitation, damages for lost revenue, sales, loss of estimated savings, use of content, business interruption, impact on business or loss of business opportunity) however caused, under any theory of liability, including, without limitation to contract, warranty, breach of statutory duty, negligence or otherwise, even if the liable party has been advised as to the prospect of such damages or foreseen them. To the maximum extent permitted by applicable law, the aggregate liability of Egopie Limited and its affiliates, officers, employees, agents, suppliers and licensors relating to the services will be limited to an amount greater

of one naira or any amounts actually paid in cash by you to Egopie Limited for the previous one-month period prior to the first event or situation giving rise to such liability. These restrictions and exclusions also apply if this solution does not fully compensate you for any losses or fails of its specific purpose.

#### Indemnification

You agree to indemnify and hold Egopie Limited, its affiliates, directors, officers, employees, agents, suppliers and licensors harmless from and against any liabilities, losses, damages or costs, including all reasonable attorneys' fees, incurred in connection with or arising from any third party allegations, claims, issues, actions, disputes, or demands proclaimed against any of them as a result of or relating to your or their Content, your use of the Website, Application, Products, Services and copyright documents or any wilful or malicious misconduct on your part.

#### Severability

All rights and restrictions stipulated in this Agreement may be exercised and shall be applicable and binding only to the extent that they do not violate any applicable regulations or laws and are intended to be limited to the extent required not to render this Agreement illegal, invalid or unenforceable. If any provision of this Agreement shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, it is the intention of the parties that the remainder of this Agreement shall constitute their agreement with respect to the subject matter hereof and shall be interpreted to best portray the intent of the agreeing parties in full force and effect.

#### Changes and Amendments

We reserve the right to modify this Agreement or its terms relating to the Website, Application, Documentations, Products and Services at any time. Where upon we modify this Agreement, we will revise the updated date at the bottom of this page. Continued use of the Website, Application and Services after any such changes will establish your consent to such changes.

#### Acceptance of Terms

You acknowledge that you have read this Agreement and hereby voluntarily agree to all its terms and conditions. By choosing to access and use the Website, Application, Products and Services you agree to be bound by this Agreement. However, if you do not agree to abide by the terms of this Agreement, you are hereby not authorized to access or use the Website, Application or Services.

#### Contact Us

If you would like to contact us to understand more about this Agreement or wish to contact us concerning any matter regarding it, please reach out to use through the following email: [info@egopieeyes.com](mailto:info@egopieeyes.com)

Agreement Update 2  
1<sup>st</sup> of February 2023