

## WallX Terms of Use, Privacy Policy and Disclaimer

Terms of Use Agreement These Terms of Use Agreement (“Agreement”) apply to your access and use of this website, or the applications and other online products and services (collectively, our “Services”) provided by WallX Media and Services (“WallX” or “we” or “us”). We are a Nigerian company with principal offices in Lagos, Nigeria, providing you with the WallX mobile device Service (the “App”) and related website (including the mobile-optimized versions of such website, the “Site”) under these Terms and Conditions (this “Agreement”). The App and the Site are referred to together as the “Service.” As used in these Terms and Conditions, ‘you’ or ‘users’ refers to individuals using the Service. By using the Service and/or by clicking the “I Agree” button, you unconditionally agree to follow and be bound by this Agreement and our Privacy Policy. If you do not agree to be bound by and comply with all of the terms of this Agreement, you may not use our Service. If you have any questions about this Agreement or our Services, please contact us at [hello@WallX.co](mailto:hello@WallX.co)

### 1. 1. MODIFICATIONS OF THIS AGREEMENT

We reserve the right to update or modify this Agreement at any time. When changes are made, we will make a new copy of the Agreement available at our website and within our mobile application. If we make any material changes, we will also send push notification or show a pop-up to you via the WallX application. Any changes to the Agreement will be effective immediately for new and existing users of the website, the mobile application and/or the Services and We may require you to provide consent to the updated Agreement in a specified manner before further use of the website, the mobile application and/or the Services is permitted. If you do not agree to any change(s) after receiving a notice of such change(s), you shall stop using the Services, including the website and the mobile application. Otherwise, your continued use of the Services, including the website and the mobile application, constitutes your acceptance of such changes. For these reasons, we encourage you to periodically review this Agreement.

### 2. Eligibility

You must be at least 18 years of age to access or use our Services. If you are under 18 years of age (or the age of legal majority where you live), you may only access or use our Services under the supervision of a parent or legal guardian who agrees to be bound by this Agreement. If you are a parent or legal guardian of a user under the age of 18 (or the age of legal majority), you agree to be fully responsible for the acts or omissions of such user in connection with our Services. If you are accessing or using our Services on behalf of another person or entity, you represent that you are authorized to accept this Agreement on that person or entity’s behalf and that the person or entity agrees to be responsible to us if you or the other person or entity violates this Agreement.

### 3. Disclaimer

Your use of any aspect of the Service is at your own risk. Our Services are provided “as is” and “as available” without warranties of any kind, either express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. In addition, WallX does not represent or warrant that our Services are accurate, complete, reliable, current or error-free. While We attempt to make your access to and use of our Services safe, we cannot and do not represent or warrant that our Services or servers are free of viruses or other harmful components. You assume the entire risk as to the quality and performance of the Services.

We do not assume nor take responsibility any carelessness in protecting your financial records due to gaps on the part of our users. We strongly advise you password protect your devices, app and change your WALLX PIIN regularly.

We advise that all monetary contributions should be done with people you know, already have relationships with and trust their integrity to manage pool funds. We may be unable to resolve disputes that may arise due to failed contributions and bad behaviors. This mainly applies to Quick and Rotational contributions.

Crowdfunding Contributions will be subject to approval my our legal and compliance team at the point of request for withdrawal. This is required for to ensure that due diligence is conducted on our part to ascertain that the funds pulled from the public will be used for the said purpose.

### 4. Privacy

Please refer to our Privacy Policy for information about how we collect, use and disclose information about you. (See Below)

### 5. User Content

In the course of using the Services, you may upload, post, transmit or otherwise make available to us certain information, data, materials or other content, including information about yourself (“User Content”). All User Content will be treated in accordance with our Privacy Policy. Further, you grant us a world-wide, royalty-free, perpetual, irrevocable license to use, reproduce, modify, perform, display, distribute, create derivative works in, store and archive such User Content. Also, you understand and agree that WallX retains the right to reformat, excerpt or translate any User Content provided or transmitted by you. Unless otherwise stated in this Agreement or our Privacy Policy, by submitting User Content, you represent and warrant that: (i) you are at least 18 years old; (ii) you own and control all rights to such User Content, or you have the lawful right to distribute,

reproduce, and provide such User Content; (iii) such User Content is accurate and not misleading; and (iv) transmitting or providing such User Content does not: (a) violate this Agreement or (b) violate the rights of, or cause any injury to, any person or entity.

## **6. Prohibited Conduct and Content**

You will not violate any applicable law, contract, intellectual property or other third-party right, and you are solely responsible for your conduct while accessing or using our Services. You will not: -Engage in any harassing, threatening, intimidating, predatory or stalking conduct; -Use or attempt to use another user's account without authorization from that user and WallX; -Use our Services in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying our Services or that could damage, disable, overburden or impair the functioning of our Services in any manner; -Reverse engineer any aspect of our Services or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any part of our Services; -Attempt to circumvent any content-filtering techniques we employ or attempt to access any feature or area of our Services that you are not authorized to access; -Develop or use any third-party applications that interact with our Services without our prior written consent, including any scripts designed to scrape or extract data from our Services; -Use our Services for any illegal or unauthorized purpose, or engage in, encourage or promote any activity that violates this Agreement. You may also only post or otherwise share User Content that is non-confidential and you have all necessary rights to disclose. You may not create, post, store or share any User Content that: -Is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory or fraudulent; -Would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party or otherwise create liability or violate any local, state, national or international law; -May infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party; -Contains or depicts any statements, remarks or claims that do not reflect your honest views and experiences; -Impersonates, or misrepresents your affiliation with, any person or entity; -Contains any unsolicited promotions, political campaigning, advertising or solicitations; -Contains any private or personal information of a third party without such third party's consent; -Contains any viruses, corrupted data or other harmful, disruptive or destructive files or content; or -Is, in our sole judgment, objectionable or that restricts or inhibits any other person from using or enjoying our Services, or that may expose WallX or others to any harm or liability of any type. In addition, although we have no obligation to screen, edit or monitor User Content, we may delete or remove User Content at any time and for any reason.

## **7 Limited License; Copyright and Trademark**

Our Services and the text, graphics, images, photographs, videos, illustrations, trademarks, trade names, page headers, button icons, scripts, service marks, logos, slogans, filters, user generated filters and other content contained therein (collectively, the "Materials") are owned by or licensed to WallX and are protected under both Nigerian and foreign laws. Except as explicitly stated in this Agreement, WallX and our licensors reserve all rights in and to our Services and the Materials. You are hereby granted a limited, nonexclusive, nontransferable, non-sublicensable, revocable license to access and use our Services and Materials for your own personal use; however, such license is subject to this Agreement and does not include any right to: (a) sell, resell or commercially use our Services or Materials; (b) copy, reproduce, distribute, publicly perform or publicly display Materials, except as expressly permitted by us or our licensors; (c) modify the Materials, remove any proprietary rights notices or markings, or otherwise make any derivative uses of our Services or Materials, except as expressly set forth in this Agreement; (d) use any data mining, robots or similar data gathering or extraction methods; or (e) use our Services or Materials other than as expressly provided in this Agreement. Any use of our Services or Materials other than as specifically authorized herein, without our prior written permission, is strictly prohibited and will terminate the license granted under this Agreement. You will not remove, alter or conceal any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Materials.

## **8. Feedback**

Any questions, comments, suggestions, ideas, original or creative materials or other information you submit about WallX or our products or Services (collectively, "Feedback"), is non-confidential and we have no obligations (including without limitation obligations of confidentiality) with respect to such Feedback. You hereby grant to WallX a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and fully sublicensable right 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 Feedback, and to sublicense the foregoing rights, in connection with the operation and maintenance of the Services and/or WallX's business.

## **9. Copyright Complaints**

We have a policy of limiting access to our Services and terminating the accounts of users who repeatedly infringe the intellectual property copyright rights of others upon prompt notification to us by the copyright owner or the copyright owner's legal agent. Without limiting the foregoing, if you believe that your work has been copied and posted on or through the Services in a way that constitutes copyright infringement, please provide our Copyright Agent with the following information: (a) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (b) a description of the copyrighted work that you claim has been infringed; (c) a description of the location on the Services of the material that you claim is infringing; (d) your address, telephone number and e-mail address; (e) a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law; (f) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. Contact information for WallX's Copyright Agent for notice of claims of infringement is as follows: Muhammad Aliyu, WALLX MEDIA and SERVICES 21 Babalola Street Eyinle Lane, Gbagada, Lagos, Nigeria

## **10. Indemnification**

To the fullest extent permitted by applicable law, you will indemnify, defend, and hold harmless WallX and each of our respective officers, directors, agents, partners and employees (individually and collectively, the "WallX Parties") from and against any loss, liability, claim, demand, damages, expenses or costs ("Claims") arising out of or related to (a) your access to or use of our Services; (b) your User Content or Feedback; (c) your violation of this Agreement; (d) your violation, misappropriation or infringement of any rights of another (including intellectual property rights or privacy rights); or (e) your conduct in connection with our Services. You agree to promptly notify WallX Parties of any third party Claims, cooperate with WallX Parties in defending such Claims and pay all fees, costs and expenses associated with defending such Claims (including, but not limited to, attorneys' fees). You also agree that the WallX Parties will have control of the defense or settlement of any third party Claims. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and WallX or the other WallX Parties.

## **11. Limitation of Liability**

WallX and the other WallX parties will not be liable to you under any theory of liability—whether based in contract, tort, negligence, strict liability, warranty, or otherwise—for any indirect, consequential, exemplary, incidental, punitive or special damages or lost profits, even if WallX or the other WallX parties have been advised of the possibility of such damages. The total liability of WallX and the other WallX parties, for any claim arising out of or relating to this agreement or our services, regardless of the form of the action, is limited to the amount paid, if any, by you to access or use our services. The limitations set forth in this section will not limit or exclude liability for the gross negligence, fraud or intentional misconduct of WallX or the other WallX Parties or for any other matters in which liability cannot be excluded or limited under applicable law. Additionally, some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

## **12. Release**

To the fullest extent permitted by applicable law, you release WallX and the other WallX Parties from responsibility, liability, claims, demands, and/or damages (actual and consequential) of every kind and nature, known and unknown (including, but not limited to, claims of negligence), arising out of or related to disputes between users and the acts or omissions of third parties. You expressly waive any rights you may have under any other statute or common or international law principles that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in your favor at the time of agreeing to this release.

## **13. Transfer and Processing Data**

By accessing or using our Services, you acknowledge and, as applicable, consent to the processing, transfer and storage of information about you in and to Nigeria and other countries.

## **14. Termination**

We reserve the right, without notice and in our sole discretion, to terminate your right to access or use our Services. We are not responsible for any loss or harm related to your inability to access or use our Services.

## **15. Severability**

If any provision or part of a provision of this Agreement is unlawful, void or unenforceable, that provision or part of the provision is deemed severable from this Agreement and does not affect the validity and enforceability of any remaining provisions.

## **16. Electronic Communications**

By accessing or using the Services, you also consent to receive electronic communications from WallX (e.g., responses to your requests, questions and feedback, announcements, updates, and security alerts through a push notification or by posting notices on our Services). You agree that any notices, agreements, disclosures or other communications that we send to you electronically will satisfy any legal communication requirements, including, but not limited to, that such communications be in writing.

## **17. Additional Terms Applicable to iOS Devices**

The following terms apply if you install, access or use the Services on any device that contains the iOS mobile operating system (the "App") developed by Apple Inc. ("Apple"). -Acknowledgement. You acknowledge that this Agreement is concluded solely between us, and not with Apple, and WallX, not Apple, is solely responsible for the App and the content thereof. You further acknowledge that the usage rules for the App are subject to any additional restrictions set forth in the Usage Rules for the Apple App Store Terms of Service as of the date you download the App, and in the event of any conflict, the Usage Rules in the App Store shall govern if they are more restrictive. You acknowledge and agree that you

have had the opportunity to review the Usage Rules. -Scope of License. The license granted to you is limited to a non-transferable license to use the App on any iPhone, iPod touch or iPad that you own or control as permitted by the Usage Rules set forth in the Apple App Store Terms of Service. -Maintenance and Support. You and WallX acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App. -Warranty. You acknowledge that Apple is not responsible for any product warranties, whether express or implied by law, with respect to the App. In the event of any failure of the App to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price, if any, paid to Apple for the App by you; and to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App. The parties acknowledge that to the extent that there are any applicable warranties, any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any such applicable warranty would be the sole responsibility of WallX. However, you understand and agree that in accordance with this Agreement, WallX has disclaimed all warranties of any kind with respect to the App, and therefore, there are no warranties applicable to the App. -Product Claims. You and WallX acknowledge that as between Apple and WallX, WallX, not Apple, is responsible for addressing any claims relating to the App or your possession and/or use of the App, including, but not limited to (a) product liability claims, (b) any claim that the App fails to conform to any applicable legal or regulatory requirement, and (c) claims arising under consumer protection or similar legislation. -Intellectual Property Rights. The parties acknowledge that, in the event of any third party claim that the App or your possession and use of the App infringe that third party's intellectual property rights, WallX, and not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required under this Agreement. -Legal Compliance. You represent and warrant that (a) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country, and (b) you are not listed on any U.S. Government list of prohibited or restricted parties. -Developer Name and Address. Any questions, complaints or claims with respect to the App should be directed to: WALLX MEDIA and SERVICES 21Nyesi Ibrahim Street, Oral Estate, Lekki Expressway, Lagos Nigeria hello@WallX.co -Third-Party Terms of Agreement. You agree to comply with any applicable third-party terms when using the Services. -Third-Party Beneficiary. The parties acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of this Agreement, and that, upon your acceptance of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third-party beneficiary thereof).

## **18. EXPORT RESTRICTION**

Except as authorized by Nigerian law and the laws of the jurisdiction in which the Service was obtained or is used, you may not use, export or re-export the Service. Specifically, and without limiting the foregoing, the Service may not be exported or re-exported into any Nigerian or international embargoed countries or to anyone on an internationally Denied Person's List or Entity List or Specially Designated Nationals. You represent and warrant that you are not on any such list or located in any such country and that you will not use the Service for any purposes prohibited by Nigerian or other applicable law.

## **WallX Privacy Policy**

WallX is firmly committed to the security and protection of personal information of our Users and their contacts. This Privacy Policy describes how WallX will collect, use, share and process personal information. Capitalized terms not defined in this Privacy Policy are defined in the WallX Terms of Service. By accepting the WallX Privacy Policy and/or using the Services You consent to the collection, use, sharing and processing of personal information as described herein. If You provide us with personal information about someone else, You confirm that they are aware that You have provided their information and that they consent to our use of their information according to our Privacy Policy. You may opt-out at any time to prevent further use of the information shared via the Services.

### **1. PERSONAL INFORMATION COLLECTED**

1.1 User Profile When You create a user profile in the Services and confirm being the holder of a certain number, WallX will collect the information provided by You. In order to create a user profile, You must register Your first name, last name and phone number. Additional information that may be provided at Your option include, but is not limited to, photo, gender, street address and zip code, country of residence, email address, professional website, Facebook page, Twitter address and a short status message. WallX may supplement the information provided by You with information from third parties and add it to the information provided by You e.g. demographic information and additional contact information that is publicly available. 1.2 Installation and Use When You install and use the Services, WallX will collect personal information from You and any devices You may use in Your interaction with our Services. This information may include e.g.: geo-location; Your IP address; device ID or unique identifier; device manufacturer and type; device and hardware settings; SIM card usage; applications installed on your device; ID for advertising; ad data, operating system; web browser; operator; IMSI; connection information; screen resolution; usage statistics; default communication applications; access to device address book; device log and event information; logs, keywords and meta data of incoming and outgoing calls and messages; version of the Services You use and other information based on Your interaction with our Services such as how the Services are being accessed (via another service, web site or a search engine); the pages You visit and features you use on the Services; the services and websites You engage with from the Services; content viewed by You, content You have commented on or sent to us and information about the ads You see and/or engage with; the search terms You use; order information and other usage activity and data logged by WallX's servers from time to time. WallX may collect some of this information automatically through use of cookies. 1.3 Third Party Services You may provide us with Your user identifier information regarding, or to enable Your usage of, certain third party services (together with a mapped photo where applicable) e.g. social networking services and payment services, in order for the Services to interoperate with such third party services. You may use such third party services to create Your user profile or log in to our Services, share information with such third party services, or to connect Your user profile with the respective third party

services. Such third party services may automatically provide us with access to certain personal information retained by them about You (e.g., your payment handle, unique identification information, content viewed by You, content liked by You and information about the advertisements You have been shown or may have clicked on) and You agree that we may collect, use and retain the information provided by these third party services in accordance with this Privacy Policy. You may be able to control the personal information You allow us to have access to through the privacy settings on the respective third party service. We will never store any passwords created for any third party services. 1.4 Contact Information If You choose to activate use of a third party service, such as social networks services, within the Services, WallX may collect, store and use the list of identifiers associated with said services linked to the Contact Information in order to enhance the results shared with other Users.

## **2.USE OF PERSONAL INFORMATION**

2.1 Provide, improve and personalize our Services WallX may use the personal information collected to provide, maintain, improve, analyze and personalize the Services to its Users, partners and third party providers. 2.2 Statistical data from the Services We use aggregated or anonymized personal information for statistical and analytical purposes. We may come to share such data with third parties. We do not consider personal information to include information that has been made anonymous or aggregated so that it can no longer be used to identify a specific person, whether in combination with other information or otherwise. 2.3 Personalize our advertising and communications We may use any of the information collected, as set out above, to provide You with location and interest based advertising, marketing messaging, information and services. We may also use the collected information to measure the performance of our advertising and marketing services. We may contact You for verification purposes or with information pertaining to the Services or special offers, e.g. newsletter e-mails, SMS and similar notifications about WallX's and our business partners' products and services. We also use the collected information to respond to you when you contact us. 2.4 Compliance with laws and prevention of fraudulent or illegal activities We may use the collected information to comply with applicable laws and to enforce our agreements and protect and defend the rights or safety of WallX, its Users or any other person and verify provided User profile information with third party providers and ensure technical service functionality and data accuracy, perform trouble-shooting and prevent or detect fraud, security breaches or illegal activities.

## **3. SHARING AND DISCLOSURE OF PERSONAL INFORMATION**

In addition to the sharing and disclosure of personal information that is included as part of the functionality of the Services as described in section 2 above, WallX may disclose personal information if we believe such action is necessary to: - comply with the law, or legal process served on us; - protect and defend our rights and the enforcement of our agreements; or - protect the security and safety of Users or members of the public or other aspects of public importance, provided, of course, that such disclosure is lawful. We transfer information to trusted vendors, service providers, and other partners who support our business and Services, such as providing technical infrastructure services, bug testing, analyzing how our Services are used, measuring the effectiveness of ads and services and facilitating payments as well as potential partners who may wish to work with us to provide other services. WallX will always require these third parties to take appropriate organizational and technical measures to protect personal information and to observe applicable legislation. WallX may also share personal information with third party advertisers, agencies and networks. Such third parties may use this information for analytical and marketing purposes e.g. to provide measurement services and targeted ads and for improvement of products and services. The information may be collected by such third parties by use of cookies, or similar technologies.

## **5. INFORMATION SECURITY AND TRANSFER OF PERSONAL INFORMATION TO OTHER COUNTRIES**

In order to provide the Services, WallX will transfer, process and store personal information in a number of countries, including but not limited to Nigeria, and may also use cloud based services for this purpose. WallX may also subcontract storage or processing of Your information to third parties located in countries other than Your home country. Information collected within one country may, for example, be transferred to and processed in another country, which may not provide the same level of protection for personal data as the country in which it was collected. You acknowledge and agree that WallX may transfer Your personal information as described above for purposes consistent with this Privacy Policy. We take all reasonable precautions to protect personal information from misuse, loss and unauthorized access. WallX has implemented physical, electronic, and procedural safeguards in order to protect the information, including that the information will be stored on secured servers and protected by secured networks to which access is limited to a few authorized employees and personnel. However, no method of transmission over the Internet or method of electronic storage is 100% secure.

## **6. ACCESSING AND UPDATING PERSONAL INFORMATION**

WallX may on its own initiative, or at Your request, replenish, rectify or erase any incomplete, inaccurate or outdated personal information retained by WallX in connection with the operation of the Services. When required by applicable law, You have the right to know what personal information is stored about You and to have any such information corrected or deleted on Your request. See contact details below.

## **7. MINORS**

Services are not intended for or designed to attract anyone under the relevant age of consent to enter into binding legal contracts under the laws of their respective jurisdictions. WallX does not intentionally or knowingly collect personal information through the Services from anyone under that age. We encourage parents and guardians to be involved in the online activities of their children to ensure that no personal information is collected from a child without their consent.

## **8. CHANGES TO THIS PRIVACY POLICY**

WallX may at any time with or without a separate notice change this Privacy Policy, and You are encouraged to review this Policy from time to time. In case of substantial changes, WallX will notify the Users by push notice or via notice in the Services. Your continued use of the Services after a notice of changes has been communicated to You or published on our Services shall constitute consent to the changed policy.

## **9. COOKIES**

We use cookies, web beacons, flash cookies, HTML 5 cookies, pixel tags and other web application software methods, including mobile application identifiers, to help us recognize you across the Services, learn about your interests both on and off the Services, improve your experience, increase security, measure use and effectiveness of the Services, and serve advertising. You can control Cookies through your browser settings and other tools. By interacting with the Services, you consent to the use and placement of Cookies on your device in accordance with this Privacy Policy.

## **10. CONTACT**

If You have any additional questions about WallX's Privacy Policy or want to make a request regarding certain personal information, You are encouraged to contact WallX. The contact information is: WALLX MEDIA and SERVICES 21 Nyesi Ibrahim Tella Street, Oral Estate, Lekki Expressway, Lagos, Nigeria You can also send Your enquiries (including in relation to any grievances to our Grievances Officer) via email to [hello@WallX.co](mailto:hello@WallX.co)