

## MIRI AFRICA LIMITED - TERMS OF USE

Welcome to Miri Africa, a platform owned and operated by Miri Africa Limited ('Miri Africa', 'We', 'Us' or 'Our') registered under the Laws of the Federal Republic of Nigeria. As used in these Terms of Use, "Miri Air service", "our service" or "the service" means the service provided on the Miri Africa platform located at [Miri.Africa](#) ("the Website"), including all features and functionalities, website, and user interfaces, as well as software associated with the Service.

By using Miri Africa, you are deemed to have read and agreed to the Terms and Conditions as may be reviewed from time to time. The following words used in this Statement of Terms and Conditions, Privacy Statement and Disclaimer Notice and any or all Agreements shall have the following meaning: "Client or Customer", "You" and "Your" refers to you, the person using Miri Africa and accepting this Terms and Conditions. It also applies to organizations with end users using Miri Africa. "The Company", "Ourselves", "We", "Miri Africa" and "Us", refers to Miri Africa. "Party", "Parties" refers to both the Client, Organization and ourselves, or either the Client, Organization or ourselves.

**Please carefully review these terms and conditions of use before using this site or accessing any data here. Any use of this website creates a binding agreement to comply with these terms and conditions. If you do not agree to these terms without limitation or exclusions, you must exit this site immediately.**

### 1. USER AGREEMENT

The following are terms of a legal agreement (the "Agreement") between you, whether as an individual or on behalf of an organization or corporate entity, and the Company that sets forth the terms and conditions for your use of this website at [Miri.Africa.](#), including any subdomain thereof (the "Site").

The Site is owned and operated by Miri Africa Limited. This Site is being provided to you expressly subject to this Agreement. By accessing, browsing and/or using the Site, you acknowledge that you have read, understood, and agree to be bound by the terms of this Agreement and to comply with all applicable laws and regulations. The terms and conditions of this Agreement form an essential basis of the bargain between you and Miri Africa.

Miri Africa reserves the right to amend this Agreement at any time and will notify you of any such changes by posting the revised Agreement on the Site. You should check this Agreement on the Site periodically for changes. All changes shall be effective upon posting. Your continued use of the Site after any change to this Agreement constitutes your agreement to be bound by any such changes. We may terminate, suspend, change, or restrict access to all or any part of this Site without notice or liability.

## 2. GENERAL RULES OF CONDUCT

Your use of the Site is subject to all applicable laws and regulations of the Federal Republic of Nigeria. You agree to abide by all such laws and regulations, including those relating to intellectual property, defamation, privacy, and the transmission or exportation of data. You agree that you will not do or assist any third party to do, any of the following:

- interfere with another user's use or enjoyment of the Site;
- other than as explicitly stated herein or as posted elsewhere on the Site, reproduce, distribute, "frame," "mirror," "scrape," republish or retransmit information or content provided by Miri Africa or found on the Site without the express prior written permission of Miri Africa;
- reproduce, distribute, "frame," "mirror," "scrape," republish or retransmit information or content submitted by another user of any Site without the express permission of the owner of the information or content;
- access the Site through an unauthorized interface or in any other unauthorized manner;
- take any action that imposes an unreasonable or disproportionately large load on Miri Africa systems or infrastructure;
- modify, adapt, sublicense, translate, sell, reverse engineer, decompile or disassemble any portion of the Site, or in any way make the Site available through any media to any third party;
- use any robot, spider, site search/retrieval application, or other manual or automatic device or process to access, search, download, retrieve, index or "data mine" any content or data from the Site, or in any way reproduce or circumvent the navigational structure or presentation of the content available through the Site;
- interfere with or disrupt the proper working or the security of the Site, or any services or activities conducted on or through the Site, including by "hacking" or defacing any portion of the Site;
- introduce any virus or other computer programme or programming routine that may damage or interfere with the operation of the Site, any content from the Site, any services or activities conducted on or through the Site, or any system;
- unlawfully intercept any data or confidential or personal information; or
- interfere with or disrupt any network connected to the Site.

You further agree that you will not use the Site to:

- send junk e-mail, chain letters, duplicative or unsolicited messages, advertisements, invitations to participate in "pyramid" schemes, or spam;
- generate revenue for any business or commercial purpose;
- misrepresent (by statement or by omission) your identity, credentials, affiliations or experience, or impersonate any person or entity;
- stalk, threaten, or otherwise harass any person or entity;
- provide material support or resources to, or conceal or disguise the nature, location, source, or ownership of material or resources of, any organization designated as terrorist organization pursuant to any national or international laws.

### 3. USER ACCOUNTS AND ACCOUNT INFORMATION

#### 3.1 Individual Accounts

You agree to provide true, accurate, current and complete account information, and to promptly communicate any updates of that information to Miri Africa.

You are responsible for keeping your login credentials confidential. You may not share your username or password with anyone. You may not transfer your registration, username or password to any other person or entity or otherwise permit anyone to access or use your account.

You are solely responsible for any account information submitted, as well as any other activity that takes place on or through your account. Any information or content submitted on or through your account is deemed to have been submitted by you.

#### 3.2 Organizational Accounts

Where an organization or corporate entity registers for the Services, the organization must designate an administrator (“Admin”) who will be responsible for managing the organization’s account.

The Administrator may create and manage accounts for individual staff members or other end users of the organization.

The organization, through its Admin, is responsible for:

- Ensuring that all staff or end users comply with these Terms;
- Maintaining the confidentiality and security of login credentials for the organization’s account and any individual staff accounts;
- Promptly updating account information for both the organization and its end users.

### 4. INFORMATION AND CONTENT

In the course of using the Site, you may submit or disseminate certain information or content, and you may receive or access information or content submitted or disseminated by others. Such information and content typically falls into one of three categories:

- **Personal Information** – including personal and professional information about yourself or others.
- **Site Content** – materials generated from the Miri Air Platform by you, Miri Africa (including its customers and contributors), or a third party, that incorporates information, ideas, graphics, icons, descriptions, data, compilations of data, text, hyperlinks, messages, tags, opinions or other expressions of thought, photographs, still and moving images, drawings, video, sound recordings, musical compositions, audiovisual works or other creative expressions or works.
- **Account Information** – including all information necessary to establish your user account, such as your username and password, contact information and, in some instances, credit card information.

Throughout these Terms of Use, when we refer to information or content “submitted by you” or “submitted by another Site user,” we are referring to any and all types of information and content submitted, posted, uploaded, displayed, performed, transmitted, disseminated, or otherwise made available, whether on, or through, or in connection with the Site, including: (i) in a user account registration; (ii) in a profile; (iii) in communications (such as queries, alerts, advisories, opportunities or responses to any of the same) transmitted to or through the Site; or (iv) in postings (such as forum, chat room, news group, community or message board and blog postings).

When we refer to information or content “provided by Miri Africa,” we are referring to any and all types of information and content submitted, posted, uploaded, displayed, performed, transmitted, disseminated or otherwise made available by Miri Africa on the Site other than information and content submitted by you or another Site user, including information and content provided by our employees, moderators, contributors, suppliers and customers, whether on, or through, or in connection with the Site, including: (i) Site content; (ii) articles contributed by our contributors; and (iii) news releases and other information and content issued by our customers.

Regardless of the manner in which Site content is accessed by you, you hereby agree to abide by these Terms of Use with regard to all information and content submitted by you, as well as all information and content submitted by another Site user, and all information and content provided by Miri Africa.

In addition to generating information about the information or content that you submit, we may also generate information about how you use the Site (e.g., user analytics). We encourage you to read our **Privacy Policy**, which explains the personal information we collect, how we use it, and what choices you have in connection with the use of your personal information.

#### **4.1 Information and Content Submitted by You**

You agree that you are solely responsible for all information and content that you submit to or through the Site.

You represent and warrant that you will not submit information or content that contains any material that:

- is false, inaccurate, outdated or misleading;
- infringes Miri Africa’s or any third party's copyright, moral, patent, trademark, trade secret or other proprietary rights, contract rights, or rights of publicity or privacy;
- is defamatory or libellous, including trade libel or product disparagement;
- is threatening, abusive or harassing;
- is vulgar, obscene, offensive, or pornographic, or contains links to any external Internet sites that are obscene or pornographic, or display pornographic or sexually explicit material of any kind;
- is unlawful, harmful or injurious to others; or
- is otherwise inappropriate to the substance of the discussion or other exchange of information.

You further represent and warrant that:

- You will only submit information and content that is either original and exclusively owned by you, or to which you have obtained all necessary third-party permissions and licenses;
- You will only submit information and content to or for which you have affixed copyright notices and attributed all third party content, as necessary; and
- You have the full and unrestricted power to submit all information and content submitted by you and to convey all rights conveyed in that information and content.

You agree not to submit information or content:

- in violation of a nondisclosure agreement or other obligation of confidentiality; or
- in violation of any law, ordinance, rule or regulation (including those governing insider trading, export control, securities, competition, privacy, intellectual property and false advertising).

You agree that we may, in our sole discretion and without prior notice to you, edit, move, refuse or remove any such information or content, and take any other action permitted under these Terms of Use.

You acknowledge that Miri Africa has no responsibility or liability for the actions of other users of the Site, including actions another user may take or fail to take with respect to information or content that you submit to the Site. Please exercise appropriate caution when posting or communicating any information or content to the Site, or when using any information or content posted, communicated or otherwise submitted by another Site user to or through the Site.

#### **4.2 Information and Content Submitted by Other Users**

Although we monitor the information or content posted by Site users as much as practicable, we cannot and do not monitor or review all information or content that is submitted to or through the Site at every given time. Information may also be provided by any professional advisor referred or contacted through the use of the Site.

All such information, opinion and content submitted or otherwise provided by users of the Site or any professional advisor are the sole responsibility of the user or professional advisor that provided the information or content and you acknowledge that Miri Africa is not responsible for the accuracy, timeliness, integrity, quality, safety, appropriateness or any other aspect of such information or content, for any links, products or services offered, advertised or provided by any user of the Site, or for any actions of any other user of the Site. If you choose to use or rely on such information or content, you do so solely at your own risk and without any representation or warranty whatsoever from Miri Africa, its affiliates or its service providers.

We do not verify, endorse, or vouch for any information or content submitted by Site users, or verify the identity, credentials, affiliations or expertise of Site users. We encourage you to consider carefully the source of all information and content accessed on

or through the Site and the factors that may influence or motivate that source, and to be cautious about any and all statements and opinions expressed by Site users.

In using the Site, you accept the risk that you may be exposed to information or content that you find offensive, indecent, dangerous, harmful or otherwise objectionable, and acknowledge that information and content submitted by other Site users are not from and may not reflect the views of Miri Africa.

We recommend that You take reasonable precautions with regard to any information or content from other users of the Site that you choose to download (for example, scanning for viruses), and links that You choose to click through. If you choose to receive, copy or download information or content, or click through links, submitted by another user, you do so at your own risk.

You agree not to republish, upload, post, transmit or distribute information or content submitted to the Site by other users, without the prior written approval of the owner of such information or content.

You hereby acknowledge that the views expressed by other users are their own opinions, not the views of Miri Africa, and that different users may espouse conflicting opinions.

#### **4.3 Links to Third Party Sites**

Content available through the Site may contain links to other Internet websites (including links provided by Miri Africa on its own behalf or on behalf of Miri Africa customers). We neither control nor endorse such other websites, nor have we reviewed or approved any information or content that appears on such other websites. You acknowledge and agree that we shall not be held responsible for the legality, accuracy, timeliness, quality, safety or inappropriate nature of any content, advertising, products, services, or information located on or through any other websites, nor for any loss or damages caused or alleged to have been caused by the use of or reliance on any such content. We recommend that you take reasonable precautions with regard to any links that you choose to click through (including any information or content that you choose to download through those links (for example, scanning for viruses)), as you do so at your own risk.

#### **4.4 Information and Content Provided by Miri Africa**

For the purpose of these Terms of Use, we consider any information or content on the Site that is not submitted by you or another Site user to be information and content provided by Miri Africa. This includes (i) information and content generated, licensed, or otherwise supplied by Miri Africa (including everything from the design elements of the Site to comments, posts and articles contributed by Miri Africa's moderators and contributors); and (ii) news releases, photographs and other information and content issued by Miri Africa customers.

We will use reasonable efforts to verify the accuracy of any information displayed, supplied, passing through or originating from the Services, but such information may not

always be accurate or current and relevant in all contexts. We will, however, use reasonable efforts to correct any error of fact, timing or omission brought to our attention.

## **5. FEES AND SUBSCRIPTION**

Subscription fees may be determined in whole or in part by your level of usage of the Services. Usage may be measured by factors including, without limitation, frequency of access, duration of use, number of users, content accessed, or other usage metrics communicated at the time of subscription or renewal. You acknowledge that increased usage may result in higher fees. For organizational accounts, the organization is responsible for subscription fees corresponding to the number of staff or end users registered under its account.

Where you provide credit or debit card information, you represent and warrant that you are authorized to use such payment method and hereby authorize Miri Africa to charge the applicable subscription and usage-based fees on a recurring basis as they become due. While Miri Africa make reasonable efforts to ensure pricing accuracy, all prices are subject to change. Where applicable, you will be notified of any pricing changes prior to their implementation.

You agree to pay all applicable taxes, levies, or duties imposed in connection with your use of the Services or purchase of any products.

## **6. MIRI AFRICA'S PROPRIETARY RIGHTS**

Except with respect to information and content submitted by you, as between you and Miri Africa, all information and content provided by Miri Africa, including information and content submitted by Miri Africa's content suppliers, customers, contributors and moderators, all proprietary elements and aspects of the Site and any proprietary material generated or derived from the same (including software, design, text, images, photographs, illustrations, audio and video material, artwork, graphic material, databases, information, the compilation of all information and content on the Site, the selection, sequence and "look and feel" and arrangement of items), and all trademarks, service marks and trade names used in association with the Site (individually or collectively, "Miri Africa Materials"), are the exclusive property of Miri Africa. All other trademarks, service marks, trade names, trade dress and logos appearing on the Site are the property of their respective owners.

Except as otherwise permitted herein or by Miri Africa in advance and in writing, you may access and use the Miri Africa Materials, and download or print out a single copy from the Site, solely for your personal, non-commercial use.

Miri Africa retains all ownership rights in and to the information and content. You may be granted a limited, non-exclusive, non-transferable, and revocable license to use the information and content strictly in accordance with the permitted use set out herein.

Except as expressly permitted herein, you may not reproduce, modify, create derivative works from, display, perform, publish, distribute (including any electronic redistribution

or database storage and retrieval), disseminate, broadcast or circulate to any third party (including on or via a third party website), or otherwise use, any Miri Africa Materials, in full, in part, in full text or in abstract, without the express prior written consent of Miri Africa.

Any unauthorized or prohibited use of the Site, any Miri Africa Materials or other proprietary material may subject you to civil liability or criminal prosecution, or both, under applicable federal and state laws and regulations, as well as foreign laws, regulations and treaties. You are solely responsible for determining and confirming your compliance with all laws and regulations applicable to use of Miri Africa Materials in a jurisdiction, including without restriction all laws and regulations applicable to intellectual property rights. Your use of Miri Africa Materials is at your own risk and without any representation or warranty whatsoever from Miri Africa, its affiliates or its service providers

**Inquiries concerning the use of Miri Africa text, photos, images, video, audio and other content should be addressed to [info@climateinafrica.com](mailto:info@climateinafrica.com)**

## **7. PRIVACY**

### **7.1 Information we collect.**

When signing up on our Platform, we collect information about you. This information may include:

- a. Profile data, such as your Full name, e-mail address, mailing address, location, age, and phone number;
- b. Technical information, such as the type of mobile device and internet browser you use, your computer IP address, data about the pages you access, mobile device ID or unique identifier, statistics on page views, standard Web log data, still and moving images, etc;
- c. Marketing data, such as users' feedback;
- d. Usage data, such as time spent on our application, when application was opened, device data and learning statistics.
- e. device type and settings, such as hardware model and operating system version;
- f. log information, including details of how our service is used, device event information, and the device's Internet protocol (IP) address;
- g. unique application numbers, such as application version number; and
- h. unique identifiers, which are used to collect and store information about an app or device, such as preferred language, app activity, and other settings.
- i. User's online activity and digital footprint on the Application including videos, search terms, and other interactions with content on the app.
- j. Newsletter/subscription data including email address, and where provided, your name and organisation, when you subscribe to "weekly climate insights" or other updates so we can send climate and product communications to you
- k. Location data including Country, region, and city inferred from the visitor's IP address by analytics tools (e.g., "Lagos, Nigeria"), time zone, language/locale, approximate latitude/longitude at city level associated with the IP address, and any location details you choose to share with us in forms, emails, or in connection with device deployments or projects.

1. Coordinates or site descriptions where Miri hardware is installed (e.g., school, farm, construction site) for monitoring and support; this is location data about the device/site,

## **7.2 Location Data**

For all purposes, the location-based data collected and processed is generated by individual end-user devices to enable weather monitoring, forecasting, and environmental analysis. Organizations and their Admins may not be required to provide or share location data; only end-user devices contribute location-based data. The organization is responsible for ensuring that end users understand that their device location may be collected for these purposes.

## **7.3 How we use the information we collect**

We will only use the personal data provided for the purpose for the following:

- a. to register you as a new user.
- b. to manage your relationship with us;
- c. to facilitate communication between users;
- d. to tailor Our service offerings to your interest;
- e. to enable us to create the site content most relevant to you and to generally improve Our services;
- f. to provide personalized support
- g. to make the Platform easier for you to use by not having to enter information more than once;
- h. to manage risk, or to detect, prevent, and/or remediate fraud or other potentially prohibited or illegal activities; and
- i. to send periodic emails and marketing materials regarding your interest in Our products and services.

We use the information we collect for internal operational purposes such as spam and abuse prevention and enforcing our content license restrictions and providing and improving the service.

Please see our Privacy Policy for other important information and disclosures relating to the collection, use and disclosure of your personal information in connection with your use of the Site.

## **8. REMOVAL, RESTRICTION, SUSPENSION, DEACTIVATION AND TERMINATION**

Miri Africa has the right, but not the obligation, to take any of the following actions at any time without notice to you:

- to refuse or remove any information or content from the Site, in whole or in part;
- to deactivate or monitor your Site user account(s), if any;
- to delete any or all of the information, files or other contents of your user account(s), if any;
- to restrict, suspend, terminate or monitor your access to the Site, or any parts thereof;
- to establish additional or different general policies, guidelines and limits concerning accounts and use of the Site; or

- to use any technological, legal, operational or other means available to us to enforce the provisions of these Terms of Use, including blocking access by specific IP addresses.

We may take any of the above actions for any reason, including: (i) suspicion of a breach or violation of these Term of Use or incorporated policies, guidelines and limits; (ii) a request by law enforcement or another government agency; (iii) a request by you; (iv) discontinuance or modification of the Site (or any part thereof); (v) to protect the rights, property or personal safety of the third parties; or (vi) in response to technical or security issues or problems affecting the Site.

In addition, if you select a username that Miri Africa deems, in its sole discretion, to be potentially misleading, infringing, obscene, threatening, offensive, harassing, defamatory, invasive of another's privacy, or is otherwise objectionable or inappropriate, we may, without prior notice to you, change your username or take any of the above-listed actions.

Once an account has been deactivated (for whatever reason), all information, files and other contents stored in that account may be irretrievably deleted without notice to you, and Miri Africa shall have no further obligation to you.

Suspension or termination of an organizational account may result in suspension or termination of all staff or end-user accounts under that organization.

We reserve the right without any liability to you to take whatever actions that we deem necessary in our sole discretion to investigate any suspected illegal and/or unauthorized use of the Site, or any breach of these Terms of Use, and, in addition to those actions listed above, to take appropriate legal action against you, including without limitation seeking civil, criminal and injunctive relief.

You agree that if your Site user account is terminated for any reason, you will not attempt to establish a new account or otherwise post content under any name, real or assumed.

## **9. INDEMNIFICATION**

You hereby agree to indemnify, defend (except as set forth below), and hold Miri Africa, its parent, subsidiaries, affiliates, content suppliers and customers, and its and their respective officers, directors, owners, employees, agents, representatives, vendors, service providers and licensors, and its and their respective successors and assigns harmless from and against any and all liability, loss, damage, judgment, cost and expense (including attorneys' fees and costs), incurred in connection with any claim, action, or proceeding brought by a third party based upon or arising out of your use of the Site, your use of any Miri Africa Materials, the information or content you submit to or through the Site, or your violation or alleged violation of these Terms of Use or the rights of any other user, person or entity (an "Indemnified Claim").

## **10. PROMOTIONS**

Promotional offers including but not limited to discounts or giveaways on **Miri Africa** may be subject to special terms and conditions. You are advised to carefully read such terms and conditions before subscribing to any offer or product. Miri Africa does not make any representation or guarantee to you that you will win any promotional offer neither does it assure you of any particular outcome by participating in any promotional programme. By purchasing products up to any prescribed transaction value for any promotional offers, you only become entitled to participate and obtain a chance to win. Miri Africa does not assure you of winning or receiving the prize in the relevant offer.

Miri Africa may, at its absolute discretion, require that cash prize(s) won in any promotional offer(s) is/are utilized solely or partly for services Miri Africa offers and may not be redeemable as disposable cash or income outside the Platform.

## **11. DISCLAIMERS**

**THE SITE AND ALL MIRI AFRICA MATERIALS ARE MADE AVAILABLE ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY REPRESENTATION, PROMISE OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED.**

**TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, MIRI AFRICA, ITS OFFICERS, DIRECTORS, EMPLOYEES, PARENTS, SUBSIDIARIES, AFFILIATES, SUPPLIERS, ADVERTISERS, AND AGENTS (THE "MIRI AFRICA PARTIES") DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WARRANTIES**

- (I) WARRANTIES OF TITLE AND NON-INFRINGEMENT,**
- (II) WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE,**
- (III) WARRANTIES RELATING TO THE ADEQUACY, ACCURACY, TIMELINESS, QUALITY, SAFETY OR COMPLETENESS OF ANY INFORMATION OR CONTENT AVAILABLE THROUGH THE SITE,**
- (IV) WARRANTIES THAT THE SITE WILL BE AVAILABLE FOR USE, UNINTERRUPTED, ERROR FREE OR SECURE, OR THAT ALL FEATURES, FUNCTIONS OR OPERATIONS OF THE SITE WILL BE AVAILABLE OR PERFORM AS DESCRIBED OR THAT ANY ERRORS WILL BE CORRECTED,**
- (V) WARRANTIES THAT THE SITE (INCLUDING FILES AVAILABLE FOR DOWNLOAD FROM OR THROUGH THE SITE) OR THE SERVER(S) ON WHICH THE SITE IS HOSTED ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.**

**NO OPINION, ADVICE, OR STATEMENT OF MIRI AFRICA OR ITS AFFILIATES, SUPPLIERS, AGENTS, CUSTOMERS, OR USERS, WHETHER MADE IN THESE TERMS OF USE, ON THE SITE OR OTHERWISE, SHALL CREATE ANY WARRANTY.**

**YOUR USE OF THE SITE AND ANY AND ALL INFORMATION OR CONTENT THAT YOU VIEW, DOWNLOAD OR OTHERWISE OBTAIN FROM OR THROUGH THE SITE IS AT YOUR OWN RISK.**

**UNDER NO CIRCUMSTANCES SHALL MIRI AFRICA OR THE MIRI AFRICA PARTIES BE LIABLE TO YOU FOR ANY LOSS, DAMAGE OR EXPENSE INCURRED IN CONNECTION WITH YOUR USE OF OR INABILITY TO USE THE SITE OR YOUR USE OF OR RELIANCE ON ANY INFORMATION OR CONTENT THAT YOU VIEW, DOWNLOAD OR OTHERWISE OBTAIN FROM OR THROUGH THE SITE**

**UNDER NO CIRCUMSTANCES SHALL MIRI AFRICA BE LIABLE TO YOU FOR ANY LOSS, DAMAGE OR EXPENSE INCURRED IN CONNECTION WITH ANY MISREPRESENTATION OR OTHER BREACH OF THESE TERMS OF USE BY ANOTHER USER, OR ANY COMMUNICATION, ACTIVITY, BUSINESS DEALING OR TRANSACTION BETWEEN YOU AND ANY OTHER THIRD PARTY**

**MIRI AFRICA SHALL HAVE NO LIABILITY FOR, AND YOU AGREE TO WAIVE ANY AND ALL RIGHTS AGAINST MIRI AFRICA AND HOLD MIRI AFRICA HARMLESS IN CONNECTION WITH, ANY CLAIMS RELATING TO (I) ANY ACTION TAKEN OR NOT TAKEN BY MIRI AFRICA AS PART OF AN INVESTIGATION OF A SUSPECTED VIOLATION OF THESE TERMS OF USE, AND (II) ANY STEPS TAKEN OR NOT TAKEN BY MIRI AFRICA IN RESPONSE TO A CONCLUSION THAT A VIOLATION OF THE TERMS OF USE HAS OCCURRED OR NOT OCCURRED.**

**REGARDLESS OF THE FORM OF ACTION, WHETHER TORT, BREACH OF CONTRACT, BREACH OF WARRANTY, STRICT LIABILITY, OR OTHERWISE, IN NO EVENT SHALL THE MIRI AFRICA PARTIES BE LIABLE TO YOU FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGE OR EXPENSE, INCLUDING LOSS OF BUSINESS, LOST PROFITS OR OTHER ECONOMIC DAMAGE OF ANY KIND ARISING FROM OR RELATED TO YOUR USE OF (OR YOUR INABILITY TO USE) THE SITE OR ANY MIRI AFRICA MATERIALS, OR ARISING FROM ANY OTHER CAUSE, EVEN IF THE MIRI AFRICA PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OR FORESEEABILITY OF SUCH DAMAGE OR EXPENSE.**

## **12. LIMITATION OF LIABILITY**

**MIRI AFRICA'S TOTAL CUMULATIVE LIABILITY TO YOU ON ACCOUNT OF ANY AND ALL CLAIMS AND ACTIONS OF ALL KINDS, INCLUDING TORT, CONTRACT, STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY ARISING IN CONNECTION WITH YOUR USE OF (OR INABILITY TO USE) THE SITE OR ANY MIRI AFRICA MATERIALS, OR ARISING FROM ALL OTHER CAUSES, SHALL NEVER EXCEED THE GREATER OF THE TOTAL AMOUNT PAID TO THE MIRI AFRICA PARTIES BY YOU, IF ANY, FOR ACCESS TO THE SITE IN THE CURRENT CALENDAR YEAR.**

**NOTWITHSTANDING THE FOREGOING DISCLAIMERS AND LIMITATIONS OF LIABILITY, NOTHING IN THESE TERMS OF USE EXCLUDES OR LIMITS THE MIRI AFRICA PARTIES' LIABILITY FOR ANY CLAIM THAT, BY LAW, CANNOT BE EXCLUDED OR LIMITED**

## **13. COPYRIGHT INFRINGEMENT**

**If you believe, in good faith, that any materials posted on the Site infringe your copyright, please contact us promptly so that we may take appropriate action. In order for us to**

respond to your claim of infringement, you (or your agent) must provide us, in writing, with the following information:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright;
- a description of the copyrighted work that you believe has been infringed;
- a description of where the infringing material is located or identified on the Site;
- your name, address, telephone number, and e-mail address;
- a statement by you that you have a good-faith belief that the allegedly infringing use is not authorized by the copyright owner of the allegedly infringed work, an agent of the owner, or the law; and
- a statement by you, made under penalty of perjury, that the information submitted to us is accurate and that you are the owner of the copyright in the allegedly infringed work, or authorized to act on the owner's behalf.

Please note that you will be liable for damages (including attorneys' fees and costs) if you materially misrepresent the nature of your rights or the nature of the alleged infringement. It is Miri Africa's policy to terminate the user accounts of repeat infringers or otherwise take reasonable steps to prevent such users from continuing to post

#### **14. APPLICABLE LAW AND DISPUTE RESOLUTION**

You acknowledge that this agreement and any dispute between you and us shall be governed in accordance with Nigerian laws. You also acknowledge that you have read this provision carefully and understand that it limits your rights in the event of a dispute between you and us.

- a. In this Section, "Claim" means any dispute, claim, or controversy (whether based on contract, tort, intentional tort, constitution, statute, ordinance, common law, or equity, whether pre-existing, present, or future, and whether seeking monetary, injunctive, declaratory, or any other relief) arising from or relating to this Agreement or the relationship between us and you (including claims arising prior to or after the date of the Agreement, and claims that are currently the subject of purported class action litigation in which you are not a member of a certified class), and includes claims that are brought as counterclaims, cross claims, third party claims or otherwise, as well as disputes about the validity or enforceability of this Agreement or the validity or enforceability of this Section.
- b. Any Claim shall be resolved, upon the election of either us or you, by mediation administered by the Lagos Multidoor Courthouse in accordance to the Arbitration and Mediation Act, 2023. Any mediation under this Agreement will take place on an individual basis.
- c. Claims will be mediated by a Mediator mutually appointed by parties. If parties are unable to agree within 10 (ten) business days, either party may apply to the Lagos Multidoor Courthouse who shall appoint the Mediator. Mediation will be held in English Language and the seat of mediation shall be Lagos State, Nigeria.
- d. You agree that You may only bring claims against the Miri Africa in your individual capacity, and not as class member in any purported class or representative proceeding. Further, unless both you and we agree otherwise in writing, the Mediator may not consolidate more than one person's claims. The Mediator shall have no power to mediate any Claims on a class action basis or Claims brought in a purported

representative capacity on behalf of the general public, other borrowers, or other persons similarly situated. The validity and effect of this paragraph (d) shall be determined exclusively by a court.

- e. If any portion of this section is deemed invalid or unenforceable for any reason, it shall not invalidate the remaining portions of this section. However, if paragraph (f) of this section is deemed invalid or unenforceable in whole or in part, then this entire section shall be deemed invalid and unenforceable. The terms of this section will prevail if there is any conflict between the Rules and this section.
- f. You agree that, by entering into this agreement, you are waiving the right to litigation in court or to participate in a class action.
- g. In the event that a dispute does not proceed to mediation, this Agreement and all other aspects of your use of the Site shall be governed by and construed in accordance with Nigerian laws.
- h. You agree to give Miri Africa prior notice of intention to institute any action or proceedings of a judicial, quasi-judicial or regulatory nature. Where no remedy is provided by Miri Africa or the remedy provided is unsatisfactory to you, an action or proceedings shall be instituted not later than 1 (One) Month after giving the notice of the intention to Miri Africa. You and Miri Africa agree that any cause of action arising out of or related to the services must commence within one (1) month after the cause of action accrues. otherwise, such cause of action is permanently barred.

## **15. MISCELLANEOUS**

**General.** This Site is created, controlled and operated by Miri Africa in Nigeria, and is intended for use by persons who are at least 18 years of age or older.

**Notice.** We may be required by state or federal law to notify you of certain events. You hereby acknowledge and consent that such notices will be effective upon our posting them on the Site or delivering them to you through e-mail. If you do not provide us with accurate information and update it, as necessary, we cannot be held liable for a resulting failure to notify you.

**Cumulative Rights.** Except as otherwise provided herein, no rights or remedies of Miri Africa in these Terms of Use are exclusive, but are cumulative of all other rights and remedies.

**Assignment.** The rights and obligation of Miri Africa under these Terms of Use may be assigned or delegated, in whole or in part, by Miri Africa to an affiliate or a third party in connection with a merger, acquisition, reorganization, or sale of assets. You may not assign or delegate these Terms of Use, in whole or in part, and any attempt to do so will be null and void.

**Construction.** In these Terms of Use, unless otherwise specified: (i) "herein," hereof," "hereunder," "hereto," and similar terms, refer to these Terms of Use as a whole and not merely to the specific section, paragraph or clause in which the respective word appears; (ii) any defined terms may, unless the context otherwise requires, be used in the singular or the plural; (iii) "or" connotes any combination of all or any of the items listed; and (iv)

where “including,” “include” or “includes” is used to refer to an example or begins a list of items, such example or list shall not be exclusive..:

No Third Party Beneficiaries. Except for Miri Africa’s affiliates, and the suppliers and vendors that support the Site, there are no third party beneficiaries of these Terms of Use.

Headings. Headings and captions contained in these Terms of Use are included for convenience only, and are not intended to define or govern the interpretation of any section or provision hereof.

Waiver. The failure of Miri Africa to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision, and no waiver by Miri Africa of a breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.

Severability of Terms. If any provision of these Terms of Use is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed deleted from the Terms of Use and replaced with a provision that approximates, as nearly as possible, the intent of the offending provision while remaining valid, legal and enforceable. All other provisions of these Terms of Use shall remain in full force and effect. The following provisions of this Agreement shall survive termination of your use or access to the Site: the sections concerning Indemnification, Disclaimer of Warranties, Limitation of Liability, Waiver, Applicable Law and Dispute Resolution, and General Provisions, and any other provision that by its terms survives termination of your use or access to the Site.

## **16. CONTACT INFORMATION**

For any purpose other than technical support requests, you may contact us by registered post or courier: Miri Africa Limited, 5<sup>th</sup> Floor, Providence Plaza, Lekki, Lagos.

If you encounter any problems with or have any questions about the Site, Miri Africa Materials, or these Terms of Use, you may contact us via [info@climateinafrica.com](mailto:info@climateinafrica.com)

**Last Updated: Day/Month/Year**