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1. INTRODUCTION AND AGREEMENT

WheelsFix Technologies Limited (referred to as “Fixinatti”) (the “Site”) (“Fixinatti.com”, “Us” or “We”). The Site also includes any version of this Site that is optimized or configured for use by mobile computing devices such as smartphones and tablets, as well as mobile applications and any other websites owned or operated by Us. These Terms and Conditions of Use (“Terms and Conditions”) govern access to and use by you, an individual, from within any country in the world, of the Site, Applications, Websites, Content, Products, and Services (the “Services”) made available by WheelsFix Technologies Limited, a private limited liability company established in Nigeria and registered under the Corporate Affairs Commission (CAC) of Nigeria.

By accessing and using this Site, you acknowledge you have read, understood and agree to be bound to the conditions of these Terms and Conditions. You also agree to comply with applicable laws and regulations.

BY USING THE SITE AND SERVICES, YOU ACKNOWLEDGE THAT YOU ARE AT LEAST EIGHTEEN (18) YEARS OF AGE, YOU HAVE READ AND AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS, AND EXPRESSLY CONSENT TO FIXINATTI PRIVACY POLICY AND PRIVACY POLICY FOR NIGERIA RESIDENTS. IF YOU DO NOT AGREE TO BE SO BOUND, DO NOT ACCESS THE SITE OR USE ANY SERVICES.

2. THE FIXINATTI SERVICE

Fixinatti will provide the Services to you in accordance with these Fixinatti Terms. The Fixinatti Services constitute the provision of a technology platform that enables you, as a user of Fixinatti’s applications or websites (each, an “Application”) to: (a) arrange and schedule certain automobile solution services with independent third party providers of those services that have an agreement with Fixinatti or it’s affiliates (“Third Party Providers”), including: (i) automobile auto-technicians and (ii) ancillary automobile vendors; (b) facilitate payments to Third Party Providers for the goods and services provided to you by those parties and receive receipts from an Fixinatti affiliate for those payments; and (c) provide related content or services including customer support.

The Fixinatti Services are made available solely for your personal, non-commercial use, unless Fixinatti has agreed with you otherwise in a separate agreement. You acknowledge that: (a) Fixinatti does not provide automobile solution services or function as an automobile entity; (b) all such automobile solution services are provided by Third Party Providers which are independent third party contractors who are not employed by Fixinatti or any of it’s affiliates; and (c) Fixinatti fix does not offer ancillary automobile vendor services. For clarity, Third Party Providers are solely responsible for the services they provide to you.

3. HOW WE USE YOUR INFORMATION

We may collect both “non-personal” and “personal” information from you when you interact with our Site and Services.

“Non-Personal Information” refers to information that may not by itself be reasonably associated with, linked to, or used to individually identify you or someone else. For example, general, non-specific information regarding your use of the Site and Services or derived from the information that you provide to us through the Site and Services.

“Personal Information” refers to information that may be reasonably associated with, linked to, or used to individually identify you or allow you to be personally identified or contacted. For example, Personal Information may include information such as your name, email address, telephone number, address, either alone or in combination with other information.

We may use the Non-Personal Information we collect and obtain for any lawful business purpose without any duty or obligation of accounting or otherwise to you, provided that the information remains Non-Personal Information. This may include, by way of example, developing products, services, and other offerings based on the Non-Personal Information and providing those offerings to other users and third parties. We may use the Personal Information we collect about you for a variety of purposes outlined in Fixinatti's Privacy Policy. Please note that, in most cases, the primary purposes for processing Personal Information are for the submission and transmittal of lead data and for powering targeted advertising and user experiences. Notably, Personal Information may also be used for additional, secondary purposes, which are provided in Fixinatti's Privacy Policy.

Depending on where you reside, you may have the rights to access, correct, or delete your Personal Information, as well as opt out of the sale of your Personal Information and the processing of your Personal Information for targeted advertising. For more information about how Fixinatti collects and processes Personal Information and how you may exercise these rights, please access the full Privacy Policy [here](#).

4. SITE PROVISIONS AND SERVICES

Fixinatti operates the Site as an online automobile solutions platform, advertising and research service for motorists, auto-technicians and ancillary automobile vendors. Fixinatti does not render automobile solutions directly and is never a party to any transaction between motorists and auto-technicians and/or ancillary automobile vendors. As a result, Fixinatti does not (a) guarantee or ensure any automobile solution or any transaction between a motorist and auto-technician and/or ancillary automobile vendor, (b) collect or process payment or transfer of automobile solution on behalf of motorists, auto-technician and/or ancillary automobile vendor, or (c) warehouse, repair, sell or deliver any automobile solution.

Advertisers on Fixinatti may include information about special offers, incentives, or pricing programs associated with a specific brand or service ("Offers"). Fixinatti is not responsible for the content and/or information of any such Offers, nor responsible for any errors or omissions in Offer contents or descriptions. You should contact the relevant advertiser for full details on any such Offers, including eligibility requirements, limitations and restrictions, and availability.

By accessing the Site and Services, you agree that Fixinatti is not responsible for any third party products and services information, whether such materials are accessed directly by you or used by Fixinatti in providing the Services, including whether third party products and services information is accurate or whether the third party products and services information is suitable for your use or use in connection with the Services. You agree that Fixinatti is not responsible for whether third party products and services information accessed by you is available for your use and for the performance or operation of any third party website.

5. ACCESS AND USE

Access to the Site or to portions thereof, or access to Services, may be occasionally interrupted to perform changes or necessary maintenance; or for certain types of “force majeure” events (e.g., “acts of God”, weather calamities, riots, wars, internet connectivity issues, etc.) beyond the reasonable control of Fixinatti for which Fixinatti shall have no liability.

By accessing this Site, you agree that you will not use any automated mechanism, which may include but is not limited to such mechanisms as web robots, crawlers or spiders to access, query or otherwise collect information or scrape data from the Site, and will not use any device or routine that would interfere with the proper working of the Site. Unless otherwise permitted by Fixinatti, any alteration, modification, reproduction, redistribution, retransmission, redisplay or other use of any Service in any other manner or for any other purpose constitutes an infringement of Fixinatti’s intellectual property and other proprietary rights. Use of the Site or any portion thereof on any other website is expressly prohibited without prior written permission from Fixinatti. You shall not remove or modify any copyright notice or trademark legend, author attribution or other notice placed on or contained within the Content and/or Information (defined below).

6. USER MATERIALS

A. USER MATERIALS

By submitting ads, content, information, photos, data or other materials ("Materials") to the Site, you hereby grant to Fixinatti and its affiliates and subsidiaries a royalty-free, perpetual, irrevocable, nonexclusive, fully transferable, fully sublicensable right and license to copy, modify, display, distribute, perform, create derivative works from, and otherwise use and exploit all such Materials in any form, media, software or technology of any kind now existing or developed in the future. You further grant to Fixinatti and its affiliates and subsidiaries a royalty-free right and license to use your name, image and likeness in connection with the reproduction or distribution of the Materials. You hereby waive your "moral rights" in your Submissions, to the extent such rights can be waived, under any existing or future law of any jurisdiction. You represent and warrant that: (a) you own or otherwise control all of the rights to the Materials that you post and/or submit; (b) the Materials are true and accurate; (c) the use of the Materials you post and/or submit does not violate these Terms and Conditions; and (d) the Materials will not cause injury to any person or entity. Fixinatti takes no responsibility and assumes no liability for any Materials posted by you or any third party.

B. INTERACTIVE FORUMS

This Site may offer message boards, bulletin boards, chat rooms or other forums (collectively, "Forums"). You must be 18 years of age and older to access and use the Forums. Fixinatti and its affiliates and subsidiaries do not endorse the accuracy or reliability of any advice, opinion, statement or information posted on these Forums. By posting a message in the Forum, you agree to abide by these Terms and Conditions. You may not use the Site's Forums to engage in any Prohibited Activities (as defined below). Uploading copyrighted or other proprietary Material of any kind on the Site without the express permission of the owner of that Material is prohibited and may result in civil and/or criminal liability. You hereby waive your "moral rights" in any submissions to the Forums, to the extent such rights can be waived, under any existing or future law of any jurisdiction. You represent and warrant that: (a) you own or otherwise control all of the rights to the Forums that you post and/or submit; (b) the information in the Forums are true and accurate; (c) the use of the Forums you post and/or submit to does not violate these Terms and Conditions; and (d) the

information contained in the Forums will not cause injury to any person or entity. Fixinatti takes no responsibility and assumes no liability for any Forums posted by you or any third party.

C. LISTING SERVICES

By utilizing either the Instant Offer services or private sale service on the Site (“Listing Services”), you acknowledge and agree to these Terms and Conditions and to the Sell Terms of Service.

D. FIXINATTI RIGHTS

Fixinatti does not monitor the Materials, Forums or Listing Service (collectively, “Content”) posted or transmitted by you and/or other third-party information providers. Fixinatti reserves the right, in its sole discretion, to review, refuse to publish, remove, delete, move or edit any Content and/or Information without notice, at any time for any reason or no reason. By using the Site, you expressly agree that Fixinatti (a) will not be liable to any claims, actions or judgments arising out of or related to any Content and/or Information and (b) may monitor, refuse to publish, remove, delete, move or edit any Content and/or Information without notice at any time for any reason, without liability and without providing a refund.

7. TRADEMARKS AND INTELLECTUAL PROPERTY

You acknowledge that the Site includes certain trademarks and service marks owned by Fixinatti and its affiliates and subsidiaries. You agree not to use any trademarks, service marks, names, logos, or other identifiers of Fixinatti or its employees, affiliates, subsidiaries, independent contractors, and providers without the prior written permission of Fixinatti, or: (i) in, as, or as part of, any third parties; (ii) to identify non-Fixinatti or services; or (iii) in a manner likely to cause confusion or that implies that Fixinatti sponsors or endorses or is otherwise connected with your own activities, products, and services or those of third parties. You further agree that you will not alter or remove any trademark, logos, copyright or other notice from any copies of the Content and/or Information. Other marks appearing on the Site are the property of their respective owners. Requests regarding use of the Content and/or Information for any purpose other than personal, noncommercial use should be directed to legal@fixinatti.com or mailed to WheelsFix Technologies Limited, 801, W Algonquin Rd, P.O. Box 8473, Algonquin, IL, 60102, Illinois.

Please note that all software programming, including without limitation all HTML and other code contained in the Site (collectively, "Software"), is owned by Fixinatti and its affiliates and subsidiaries and is protected by copyright laws and other intellectual property laws, as well as international treaty provisions. Any unauthorized access to, reproduction, redistribution, publication, display or other use of the Software is expressly prohibited by law and may result in severe civil and/or criminal penalties. Violators will be prosecuted to the maximum extent possible.

8. COPYRIGHT AND COPYRIGHT AGENTS

It is the policy of Fixinatti to respond to claims of intellectual property infringement. Fixinatti will promptly process and investigate notices of alleged infringement and take appropriate actions under the Nigerian Copyright Act 2023 and other applicable intellectual property laws. Pursuant to the Nigerian Copyright Act, notifications of claimed copyright infringement should be sent to a Service

Provider's Designated Agent. Notification must be submitted to the following Designated Agent for this Site:

WheelsFix Technologies Limited

Legal Department

801, W Algonquin Rd

P.O. Box 8473

Algonquin, 60102

Illinois

Phone: 815-669-0482, +234-814-555-6061

Email: legal@fixinatti.com

To be effective, the notification must be a written communication that includes the following:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material;
4. Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number and, if available, an electronic mail address at which the complaining party may be contacted;
5. A statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and
6. A statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

9. REPRESENTATION

You hereby represent and warrant that (a) you have all necessary authority, rights and permissions to submit the Content and/or Information to the Site, (b) the Content and/or Information posted or submitted does not and will not infringe or misappropriate any copyright, trademark, trade secret, patent or other intellectual property right of any third party, including any rights of privacy or publicity, and (c) the Content and/or Information does not and will not violate any applicable law or regulation including, but not limited to, any automobile advertising laws or regulations, or cause injury to any person. You agree to release, defend, indemnify and hold Fixinatti, its affiliates and subsidiaries, and their respective officers, directors, employees, agents and contractors harmless

from and against any and all claims, costs, demands or expenses, including attorneys' fees, arising from (i) any distribution, publication, refusal to publish, removal, deletion, movement, editing or other use of the Content and/or Information you provide, (ii) your use of the Site or any reliance on the Content and/or Information, (iii) your breach of these Terms and Conditions or (iv) any actual, prospective or terminated service, sale or other transaction between you and a third party.

10. WARRANTY DISCLAIMER

YOU EXPRESSLY AGREE THAT USE OF THE SITE AND RELIANCE ON IT'S CONTENT AND/OR INFORMATION IS AT YOUR OWN RISK. FIXINATTI, IT'S SUBSIDIARIES AND AFFILIATES AND THEIR RESPECTIVE THIRD-PARTY LICENSORS DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND REGARDING THE SITE, THE SOFTWARE, THE CONTENT, THE INFORMATION, THE MATERIALS, THE LISTING SERVICE OR THE RESULTS THAT MAY BE OBTAINED FROM USE OF ANY OF THE FOREGOING. THE SITE, THE SOFTWARE, THE CONTENT, THE INFORMATION, THE MATERIALS AND THE LISTING SERVICE ARE PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS, AND FIXINATTI, IT'S SUBSIDIARIES AND AFFILIATES AND THEIR RESPECTIVE THIRD-PARTY LICENSORS SPECIFICALLY DISCLAIM ANY AND ALL EXPRESS OR IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES OF MERCHANTABILITY AND WARRANTIES OF NONINFRINGEMENT. ALL INFORMATION RELATED TO SERVICES AND SALES AVAILABLE ON THIS SITE IS SUPPLIED BY THE AUTO-TECHNICIANS, VENDORS OR OTHER THIRD PARTIES. FIXINATTI AND IT'S SUBSIDIARIES AND AFFILIATES MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, TO ANY ACTUAL OR PROSPECTIVE SERVICE OR SALE AS TO THE MOTORISTS OR AUTO-TECHNICIAN OR VENDOR, OR AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION ABOUT ANY ADVERTISEMENT ON THE SITE. FIXINATTI CANNOT AND DOES NOT VERIFY OR WARRANT THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. FIXINATTI RESERVES THE RIGHT, IN IT'S SOLE DISCRETION, TO CORRECT ANY ERROR OR OMISSION ON THE SITE OR IN THE CONTENT AND/OR INFORMATION. ANY AND ALL CONCERNS, DIFFERENCES OR DISCREPANCIES REGARDING A SERVICE OR SALE MUST BE ADDRESSED WITH THE MOTORISTS OR AUTO-TECHNICIAN OR VENDOR. FOR PURPOSES OF THIS WARRANTY DISCLAIMER, "THIRD-PARTY LICENSOR" DOES NOT INCLUDE YOU.

11. LIMITATION OF LIABILITY

FIXINATTI, IT'S SUBSIDIARIES AND AFFILIATES, AND THEIR RESPECTIVE OWNERS, EMPLOYEES, AGENTS, CONTRACTORS AND THIRD-PARTY LICENSORS SHALL IN NO EVENT BE LIABLE FOR ANY DAMAGES OR LOSSES INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, RESULTING FROM OR CAUSED BY THE SITE, THE SOFTWARE, THE CONTENT, THE INFORMATION, THESE TERMS AND CONDITIONS, OR OTHERWISE (INCLUDING, WITHOUT LIMITATION, DAMAGES RESULTING FROM

NEGLIGENCE). FOR PURPOSES OF THIS LIMITATION OF LIABILITY, "THIRD-PARTY LICENSOR" DOES NOT INCLUDE YOU.

12. THIRD PARTY SERVICE PROVIDERS

Some aspects of the Service may be dependent upon third party service providers, such as a wireless carrier or social media platform. We do not control such third-party service providers and are not responsible or liable for their acts or omissions. In addition, such third-party service provider may have their own terms, policies and guidelines. You should become familiar with all such terms, policies or guidelines prior to using the Service through such third-party service provider.

Platform providers, such as Apple, Inc. and Google, Inc., that make our mobile applications available for download ("Platform Providers") are not parties to these Terms of Use. Platform Providers have no obligation whatsoever to furnish any maintenance and support services with respect to the mobile applications. In the event of any failure of a mobile application to conform to the warranties herein, you may notify the applicable Platform Provider, and such Platform Provider may refund any purchases made through the mobile application (if applicable). To the fullest extent permitted by law, Platform Providers will have no other warranty obligation whatsoever with respect to a mobile application.

Messages You May Receive

Once you affirm your choice to opt-in to the SMS Service, your message frequency may vary. You may receive an alert when:

- you are welcomed into the SMS Service
- an order of service has been placed
- an order of service has been delivered
- general marketing or promotion

Opt-Out of Service

You can cancel the SMS Service at any time by sending an email to hi@fixinatti.com or call 815-669-0482 or +234-814-555-6061 for additional assistance. If you unsubscribe from one of our text message programs, you may continue to receive text messages from Fixinatti through any other programs you have joined until you separately unsubscribe from those programs. These Terms and Conditions still will apply if you withdraw the consent mentioned above or opt out of the SMS Service.

Charges and Carriers

Message and data rates may apply. Please consult your service agreement with your wireless carrier or contact your wireless carrier to determine your phone's pricing plan and the charges for sending and receiving text messages. You acknowledge that you are responsible for any message, data or other charges incurred (usage, subscription, etc.) as a result of using the SMS Service. Supported

carriers are carriers supported within the Nigerian territory. Fixinatti may add or remove any wireless carrier from the SMS Service at any time without notice. Fixinatti and mobile carriers are not responsible for any undue delays, failure of delivery, or errors in messages.

Questions

For HELP at any time, you can send an email to hi@fixinatti.com or call 815-669-0482 or +234-814-555-6061 for additional assistance.

If you have any question related to Privacy, please see our Privacy Policy. For all questions about the services provided by the SMS Service, please send an email to CustomerSupport@fixinatti.com.

Mobile Phone Number Change

In the event that you change or deactivate your mobile phone number, you agree to notify Fixinatti by emailing hi@fixinatti.com or calling 815-669-0482 or +234-814-555-6061.

13. INDEMNIFICATION

By using the Site, you agree to indemnify, defend and hold Fixinatti, and its officers, subsidiaries, licensors, successors, assigns, directors, officers, agents, service providers, suppliers and employees, harmless from and against any losses, actions, claims, proceedings, suits, judgments, settlements or liabilities (“Claims”), and all resulting losses, damages, liabilities, fees, liens, assessments, penalties, judgements, costs and expenses (including reasonable attorneys’ fees), made or initiated by any third party due to or arising out of your use of the Site, your violation of these Terms and Conditions, your violation of any rights of another, or any of your Content and/or Information or your use of any Content and/or Information. You agree to notify Fixinatti within seven (7) days of the filing of any Claims, and Fixinatti reserves, and you grant to Fixinatti, the right to participate in or assume exclusive defense and control of any matter subject to indemnification by you. All rights and duties of indemnification set forth herein shall survive termination of these Terms and Conditions. You are responsible for maintaining the security of your password and you are responsible for all statements or reviews made and acts that occur through the use of your account.

14. SECURITY

Fixinatti does not guarantee or warrant that the Site, Services, or any Content and/or Information thereon will be free from infection, viruses, worms, Trojan Horses or other codes or features that manifest contaminating or destructive properties, nor can Fixinatti provide any assurance that unauthorized persons will not be able to access your computers, data or systems by means of the Site or systems or through use of e-mail addresses, user names or other information or Content unauthorized persons may find on the Site. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for system security, accuracy of data input and output and for maintaining your own means for the reconstruction of any lost data or otherwise dealing with system security breaches. Even with the use of encryption, you acknowledge that the Internet is not a 100% secure medium and privacy cannot be guaranteed. Fixinatti will not be responsible for any damages you or any third party may suffer as a result of the transmission that

you make to Fixinatti through the Internet, or that you expressly or implicitly authorize Fixinatti to make, or for any errors, data corruption or any changes made to any transmitted information.

15. TERMINATION OF SERVICE

You understand and agree that in Fixinatti's sole discretion, and without prior notice, your access to the Site or Services may be terminated or suspended, and Fixinatti may exercise any other remedy available and remove any Content and/or Information if Fixinatti believes that your use of the Site and/or any Content you provide (a) violate (i) these Terms and Conditions, (ii) the rights of Fixinatti, its affiliates and subsidiaries, or another user of the Site, or (iii) any law or regulation, or are otherwise objectionable or inappropriate or (b) constitute fraudulent activity of any nature. You agree that monetary damages may not provide a sufficient remedy to Fixinatti for violations of these Terms and Conditions, and you consent to injunctive or other equitable relief for such violations without the requirement that Fixinatti post a bond. Fixinatti is not required to provide any refund to you if you are terminated as an authorized user of the Site because, in Fixinatti's sole discretion, you have violated these Terms and Conditions.

16. COMPLIANCE WITH LAWS

Use of the Site is at your own risk. You assume full responsibility and risk of loss resulting from your downloading and/or use of Content and Services, and any other information, content, or materials accessed through or obtained by means of the Site. Under no circumstances shall Fixinatti or its affiliates and subsidiaries, or their respective directors, officers, employees and agents, or any third-party supplier, provider, or licensor, be liable for any indirect, incidental, punitive, special, or consequential damages (including but not limited to damages for personal injury and/or death, lost revenues or profits, loss of business or loss of data) that are directly or indirectly related to your use of or inability to use the Site, Services, and/or Content, even if advised of the possibility of such damages, regardless of whether such liability is based in tort (including negligence), contract or any other legal or equitable theory. It is solely your responsibility to evaluate the accuracy, completeness and usefulness of the Site, Services, and Content.

17. PROHIBITED ACTIVITIES

The following is a partial list, in addition to other prohibited actions in these Terms and Conditions, of the kinds of activities that are prohibited on or through the Site: (a) submitting Content that is patently offensive to the online community, such as content that promotes racism, bigotry, hatred or physical harm of any kind against any group or individual; (b) engaging in activities or submitting Content and/or Information that could be harmful to minors; (c) engaging in activity or submitting Content and/or Information that harasses or advocates harassment of another person; (d) engaging in activity that involves the transmission of "junk mail" or unsolicited mass mailing or "spam" to Fixinatti users or others; (e) engaging in activity or submitting Content and/or Information, or promoting information, that is fraudulent, false or misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous; (f) submitting Content and/or Information that contains restricted or password-only access pages, or hidden pages or images; (g) submitting Content and/or Information that displays pornographic or sexually explicit material of any kind; (h) submitting Content and/or Information that provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing

or creating computer viruses; (i) engaging in activities or submitting Content and/or Information that solicit passwords or personally identifiable information for unlawful purposes from other users; (j) engaging in commercial activities and/or sales without our prior written consent, such as contests, sweepstakes, barter, advertising and pyramid schemes; (k) using the Site's lead forms and/or toll-free numbers to advertise or promote products and services to Fixinatti advertisers; (l) using any device, software or routine to interfere or attempt to interfere with the proper working of the Site; or (m) taking any action that imposes an unreasonable or disproportionately large load on Fixinatti's hardware and software infrastructure (collectively, "Prohibited Activities").

18. PRIVACY POLICY

Your use of the Site and Services may involve the transmission of your personal information. Fixinatti's notices regarding the collection and use of personal information are governed by the Fixinatti's Privacy Policy and Privacy Policy for Nigeria Residents, both of which are hereby incorporated by reference in their entirety.

19. INTERNATIONAL USERS AND EXPORT CONTROL LAWS

This Site is intended only for users in Nigeria. Fixinatti makes no representation that the Site, or the Services available through it, are appropriate or available for use at other locations outside Nigeria, and access to the Site from territories where the Site or the Service are illegal is prohibited. The export and re-export of software products are controlled by the Nigerian Export Administration Regulations, and such software may not be exported or re-exported to certain designated countries, or any country to which Nigeria embargoes goods. In addition, Fixinatti software may not be distributed to certain designated persons on the Table of Denial Orders, the Entity List, or the List of Specially Designated Nationals. If you use or access the Site or the Services outside of Nigeria, it is your responsibility to ensure that your use complies with all applicable laws, rules, and regulations and, without limiting the generality of your obligations under the indemnity provisions these Terms and Conditions, you agree to indemnify, defend and hold the Indemnified Parties harmless from any Claim brought or asserted against any of the Indemnified Parties arising out of your use or access of any of the Sites or Services outside of Nigeria.

20. GOVERNING LAW; JURISDICTION

These Terms and Conditions, any transactions consummated thereunder, and any other disputes related in any way to your access to and use of this Site and/or its Services shall be governed by and construed under the laws of the Federal Republic of Nigeria, without regard to conflicts of law principles or rules thereof. Any legal action arising out of or related to these Terms and Conditions or your access to and use of this Site and/or its Services must be commenced within one year after the cause of action arises. YOU AGREE AND UNDERSTAND THAT FIXINATTI AND YOU EACH WAIVE YOUR RESPECTIVE RIGHT TO A TRIAL BY JURY. Fixinatti and you each agree to use best efforts to settle any dispute or claim arising out of, or relating to, these Terms and Conditions or your access to and use of this Site and/or its Services. If Fixinatti and you cannot reach a written settlement agreement within thirty (30) days of the raising of the controversy or claim, Fixinatti and you shall submit the dispute to binding arbitration to take place in the Federal Republic of Nigeria, as set forth in Section 21, below. To the degree the arbitration provision is deemed unenforceable, or if any action is otherwise allowed to be maintained in a court of

competent jurisdiction, you agree that such action must be commenced in a State or Federal Court within the Federal Republic of Nigeria.

21. CLASS ACTION

FIXINATTI AND YOU AGREE THAT ANY DISPUTES, CLAIMS AND/OR CAUSES OF ACTION ARISING OUT OF OR RELATING IN ANY WAY TO THESE TERMS AND CONDITIONS OR YOUR ACCESS TO AND USE OF THE SITE AND/OR ITS CONTENT OR SERVICE MAY ONLY BE BROUGHT IN AN INDIVIDUAL CAPACITY AND IN THE NAME OF AN INDIVIDUAL PERSON OR ENTITY AND THAT CLAIMS MUST PROCEED ON AN INDIVIDUAL AND NON-CLASS AND NON-REPRESENTATIVE BASIS. FIXINATTI AND YOU AGREE THAT CLAIMS OF TWO OR MORE PERSONS MAY NOT BE JOINED OR CONSOLIDATED IN THE SAME CLAIM UNLESS ARISING FROM THE SAME TRANSACTION. FURTHERMORE, FIXINATTI AND YOU AGREE THAT NEITHER YOU NOR FIXINATTI MAY PURSUE THE CLAIMS IN ARBITRATION AS A CLASS OR COLLECTIVE ACTION, AS A PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE ACTION. CLAIMS MAY NOT BE PURSUED IN ANY COURT OTHER THAN TO ENFORCE THE ARBITRATOR'S AWARD. THE ARBITRATOR SHALL HAVE THE AUTHORITY TO AWARD RELIEF ONLY ON AN INDIVIDUAL AND NON-CLASS AND NON-REPRESENTATIVE BASIS.

22. ARBITRATION

Fixinatti and you agree that this Section 21 shall be construed and interpreted under the Federal Arbitration Act, of the Federal Republic of Nigeria. Fixinatti and you agree that any and all Claims shall be submitted to final and binding Arbitration, to take place within Federal Republic of Nigeria, before the Nigerian Institute of Chartered Arbitrators ("NICArb") in accordance with the Nigerian Arbitration and Mediation Act 2023. Judgment may be entered on the arbitration award by a court of competent jurisdiction within Federal Republic of Nigeria. You agree that Claims submitted to arbitration shall be decided in a single arbitration before a single arbitrator who must be on the Nigerian Institute of Chartered Arbitrators ("NICArb") Roster of Commercial Arbitrators and selected in accordance with the Nigerian Arbitration and Mediation Act 2023. The arbitrator shall have the authority to award the same damages, including reasonable attorney's fees, and all other relief that a court can award. You acknowledge and agree that you voluntarily and knowingly entered into these Terms and Conditions and chose to use the Site and the Services offered by it.

23. CHANGES TO THESE TERMS AND CONDITIONS

Fixinatti reserves the right to update and periodically amend these Terms and Conditions at its discretion and at any time. If Fixinatti makes changes to these Terms and Conditions, amendments will be posted online and the date of update will be included. Your continued use of the Site after any such update indicates your agreement to the same. If you do not agree to the modified terms for the Site or Services, you must discontinue your use of the Site and Services. Fixinatti may modify, suspend, discontinue, or restrict the use of any portion of the Site without notice or liability.

24. THIRD PARTY LINKS

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