Please read this Agreement carefully before accessing the Assets Microfinance Bank Website. As a condition to and in consideration of receiving and accessing the Assets Microfinance Bank Website, the User agrees to be bound by the terms of this Agreement. Use of or access to Assets Microfinance Bank Website shall constitute acceptance of and agreement to be bound by this Agreement.

If you do not wish to be bound by this agreement, do not access The **Assets Microfinance Bank** Website. If you have any questions about this Agreement, please contact us via e-mail at hello@assetsmfb.com.

THIS AGREEMENT "Agreement" is entered into by and between **Assets Microfinance Bank** and any individual, corporation, association, agency, company, or other entity who accesses or uses the **Assets Microfinance Bank** website (the "User" or "you").

The Assets Microfinance Bank website, which is provided without charge to you, is a World Wide Web site on the Internet that is designed to allow Assets Microfinance Bank to communicate with users and for you to interact with those users. The Assets Microfinance Bank Website is owned and operated by Assets Microfinance Bank. Assets Microfinance Bank website contains or may contain information, communications, opinions, text, graphics, links, electronic art, animations, audio, video, software, photos, music, sounds, and other material and data (collectively, "Content") formatted, organized and collected in a variety of forms that are generally accessible to Users, including directories and databases, and areas of the Assets Microfinance Bank website that can be modified by Users, such as posting classifieds, uploading multimedia files, registering user profiles, and creating auto-notify, personalized pages, and personalized project areas.

### 1.1 Access to the Assets Microfinance Bank Website

You are responsible for providing all hardware, software, telephone, or other communications equipment and/or service to connect to the Internet and access the **Assets Microfinance Bank** website and are responsible for all Internet access

charges, telephone charges, or other fees or charges incurred in connecting to the Internet and accessing the website.

#### 1.2 User Conduct

You agree to access and use the **Assets Microfinance Bank** website only for lawful purposes. You are solely responsible for the knowledge of and adherence to any and all laws, statutes, rules, and regulations, pertaining to (i) your use of the **Assets Microfinance Bank** website, including any Interactive Area, (ii) the use of any networks or other services connected to the **Assets Microfinance Bank** website, and (iii) the communication means by which you connect your modem, computer, or other equipment to the **Assets Microfinance Bank** website. By accessing the **Assets Microfinance Bank** website, you agree that you will not:

- Restrict or inhibit any other user from using and enjoying the Interactive Features;
- Post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, provocative, vulgar, pornographic, profane, or indecent information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offence, give rise to civil liability or otherwise violate any local, state, national, or international law;
- Post or transmit any information, software, or other material which violates or infringes in the rights of others, including material which is an invasion of privacy or publicity rights or which is protected by copyright, trademark or other proprietary right, or derivative works with respect thereto, without first obtaining permission from the owner or right holder.
- Post or transmit any information, software or other material which contains a virus or other harmful component;
- Alter, damage or delete any Content or other communications that are not your own Content or to otherwise interfere with the ability of others to access the **Assets** Microfinance Bank website;
- Disrupt the normal flow of communication in an Interactive Area;

- Claim a relationship with or to speak for any business, association, institution or other organization for which you are not authorized to claim such a relationship;
- Violate any operating rule, policy or guideline of your Internet access provider or online service.

# 2. Intellectual Property Rights

### 2.1 Assets Microfinance Bank website content

- (a) You acknowledge that Content on the Assets Microfinance Bank website is generally provided by Assets Microfinance Bank, individual contributors of Content ("Contributors"), third-party licensees, and/or other Users. You acknowledge that the Assets Microfinance Bank website permits access to content that is protected by copyrights, trademarks, and other proprietary (including intellectual property) rights ("Intellectual Property Rights") and that these Intellectual Property Rights are valid and protected in all media existing now or later developed and except as is explicitly provided below, your use of the content shall be governed by applicable copyright and other intellectual property laws. You acknowledge that the Assets Microfinance Bank website owns a copyright in the "look and feel," i.e., the selection, coordination, arrangement, and presentation of such Content.
- (b) You shall not modify, copy, reproduce, transmit, distribute, publish, create derivative works from, display or otherwise transfer or commercially exploit any of the content, in whole or in part, provided, however, that you may (i) make a reasonable number of digital or other forms of copies to permit your computer hardware and software to access and view the content, (ii) print one copy of each piece of content, (iii) make and distribute a reasonable number of copies of content, in whole or in part, in hard copy or electronic form for internal use only. Any permitted copies of Content must reproduce in an unmodified form any notices contained in the content, such as all Intellectual Property Right notices, and an original source attribution to "The Assets Microfinance Bank website" and its URL address. You acknowledge that the Assets Microfinance Bank

website, its Contributors, and/or Users remain the owners of the content and that you do not acquire any Intellectual Property Rights by downloading or printing content.

# 2.2 Content Provided by User

You may upload to any Interactive Area or otherwise transmit, post, publish, reproduce or distribute, on or through the Assets Microfinance Bank website only content that is not subject to any Intellectual Property Rights, or content in which any holder of Intellectual Property Rights has given express authorization for distribution over the Internet and on the Assets Microfinance Bank website, without restriction whatsoever. Any content submitted with the consent of a copyright owner other than you should contain a phrase such as "Copyright owned by [name of owner]; Used by Permission." By submitting Content to any Interactive Area, you automatically grant and/or warrant that the owner of such Content, whether it be You or a third party, has expressly granted to Assets Microfinance Bank the royalty-free, perpetual, irrevocable, non-exclusive, unrestricted, worldwide right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, sublicense, distribute, perform, and display such content, in whole or in part, worldwide and/or to incorporate it in other works in any form, media, or technology now known or later developed for the full term of any Intellectual Property Rights that may exist in such content. You also permit Assets Microfinance Bank to sublicense to third parties the unrestricted right to exercise any of the foregoing rights granted with respect to such content. You also permit any User to access, view, store and reproduce the content for personal use.

### 3. Interactive Areas

You acknowledge that the Assets Microfinance Bank website may include various interactive areas ("Interactive Areas"), including but not limited to classifieds. These Interactive Areas allow feedback to the Assets Microfinance Bank's website and real-time interaction between users. You further understand that Assets Microfinance Bank does not control the messages, information, or files delivered to such Interactive Areas and that the Assets Microfinance Bank website may offer you and other Users the capability of creating and managing an Interactive Area. However, neither Assets Microfinance

Bank, its subsidiary and parent companies, or affiliates, nor their respective directors, officers, employees and agents are responsible for Content within any Interactive Area. Your use and/or management of an Interactive Area will be governed by this Agreement and any additional rules or operating procedures of any Interactive Area established by you or another User, as applicable. You recognize that Assets Microfinance Bank cannot, and does not intend to, screen communications in advance. Moreover, because the Assets Microfinance Bank website encourages open and candid communication in the Interactive Areas, Assets Microfinance Bank cannot determine in advance the accuracy or conformance to this Agreement of any Content transmitted in an Interactive Area. The Assets Microfinance Bank Website is not responsible for screening, policing, editing, reviewing, or monitoring any Content in an Interactive Area. Notwithstanding the above, you agree that Assets Microfinance Bank has the right to monitor any Interactive Area, from time to time and to disclose any information as necessary to satisfy any law, regulation, or other governmental requests, to operate the Interactive Area, or to protect itself or other Users. If notified of content that is alleged not to conform to this Agreement, Assets Microfinance Bank may investigate the allegation and determine in its sole discretion whether to remove or request the User to remove such content. Assets Microfinance Bank reserves the right to prohibit conduct, communication, or content within an Interactive Area, or to edit, refuse to post, or to remove any content, in whole or in part, which it deems in its sole discretion to (i) violate the then-standard provisions of this Agreement or any other standard, written Assets Microfinance Bank website policy in effect at that time, (ii) be harmful to the rights of any User, Assets Microfinance Bank, or other third parties, (iii) violate applicable law, or (iv) be otherwise objectionable.

### 4. Termination

The only right with respect to dissatisfaction with any policies, guidelines, or practices of Assets Microfinance Bank in operating the Assets Microfinance Bank's website, or any change in content, is for you to discontinue accessing the Assets Microfinance Bank website. Assets Microfinance Bank may terminate or temporarily suspend your access to all or any part of the Assets Microfinance Bank website, without notice, for conduct that Assets Microfinance Bank believes is a violation of this Agreement or any policies or

guidelines posted by Assets Microfinance Bank, or for other conduct which Assets Microfinance Bank believes, in its sole discretion, is harmful to Assets Microfinance Bank or other Users. Assets Microfinance Bank may discontinue operating the Assets Microfinance Bank website and terminate this Agreement without notice at any time for any reason in its sole discretion. In the event of termination, you are no longer authorized to access the Assets Microfinance Bank website, including the Interactive Areas, and the restrictions imposed on you with respect to Content downloaded from the Assets Microfinance Bank website, as well as the disclaimers and limitations of liabilities set forth in this agreement, shall survive.

# 5. Links; Disclaimers Of Warranties; Limitations of Liability

## 5.1Links.

You understand that except for content, products, or services expressly available at the Assets Microfinance Bank website, neither Assets Microfinance Bank, its subsidiary, and parent companies, or affiliates, or their respective directors, officers, employees, and agents controls, provides, or is responsible for any content, goods or services available through sites on the Internet linked to or from the Assets Microfinance Bank website. All such Content, goods, and services are made accessible on the Internet by independent third parties and are not part of the Assets Microfinance Bank Website or controlled by Assets Microfinance Bank. Assets Microfinance Bank neither endorses nor is responsible for the accuracy, completeness, usefulness, quality, or availability of any content, goods, or services available on any site linked to or from the Assets Microfinance Bank Website, which is the sole responsibility of such independent third parties, and your use thereof is solely at your own risk. Neither Assets Microfinance Bank, its affiliates, or their respective directors, officers, employees, and agents shall be held responsible or liable, directly or indirectly, for any loss or damage caused or alleged to have been caused by your use of or reliance on any content, goods or services available on any site linked to or from the Assets Microfinance Bank website or your inability to

access the Internet or any site linked to or from the Assets Microfinance Bank Website.

## 5.2 Disclaimer of Warranties.

Please use your best judgment in evaluating all information contained or opinions expressed on the Assets Microfinance Bank Website. It is the policy of Assets Microfinance Bank not to endorse or oppose any opinion expressed by a User or content provided by a User, Contributor, or other independent party. You expressly agree that your use of the Assets Microfinance Bank website is at your sole risk. Neither Assets Microfinance Bank nor any of its affiliates, or their respective directors, officers, employees, agents, contractors, affiliates, licensors or other suppliers providing content, data, information or services warrants that the Assets Microfinance Bank website or any internet site linked to or from the Assets Microfinance Bank website will be uninterrupted or error-free, that defects will be corrected, or that this site, including the interactive areas, or the server that makes it available are free of viruses or other harmful components. nor do any of them make any warranty as to the results that may be obtained from the use of the Assets Microfinance Bank website or any internet site linked to or from the Assets Microfinance Bank website or as to the timeliness, sequence, accuracy, authority, completeness, usefulness, non-infringement, reliability, availability, or substance of any content, information, service, or transaction provided through the Assets Microfinance Bank Website or any site linked to or from the Parallex Limited Website. The Assets Microfinance Bank website is provided on an "as is," and "as available" basis, without warranties of any kind, either express or implied, including, without limitation, those of merchantability and fitness for a particular purpose.

# 5.3 Limitation of Liability.

Under no circumstances shall Assets Microfinance Bank, its subsidiary, and parent companies, or affiliates, or their respective directors, officers, employees, agents, contractors, or licensors, be liable for any direct or incidental, special or consequential damages under or arising from this agreement, the Assets Microfinance Bank website, or any Internet site linked to or from the Assets Microfinance Bank website, whether for

breach of contract, tortuous behavior, negligence, or under any other cause of action, including without limitation, any liability for damages caused or allegedly caused by any failure of performance, error, omission, interruption, electrical surge/damage/interference, deletion, defect, delay in operation or transmission, computer virus, communications line failure, breakdown of equipment, software error, infringement, unauthorized access to, or theft, destruction, alteration, or use of, records.

Under no circumstances shall Assets Microfinance Bank, its affiliates, or their respective directors, officers, employees, agents, contractors, or licensors, be liable to you or any other third party for any decision made or action taken by you in reliance on the content contained within the Assets Microfinance Bank Website or the content contained within any Internet site linked to or from the Assets Microfinance Bank Website. The content within the Assets Microfinance Bank website and the content within Internet sites linked to or from the Assets Microfinance Bank Website may include technical or other inaccuracies or typographical errors. Changes are periodically added to the content herein; these changes will be incorporated in new versions of the Assets Microfinance Bank Website and specifically are included in this section of this agreement. Assets Microfinance Bank and its contributors may make improvements and/or changes in the content at any time and from time to time.

You specifically acknowledge and agree that Assets Microfinance Bank is not liable for any defamatory, offensive, fraudulent, or otherwise illegal conduct of any user. If you are dissatisfied with any Assets Microfinance Bank website site content, or with the access agreement of the Assets Microfinance Bank website, in whole or in part, your sole and exclusive remedy is to discontinue using the Assets Microfinance Bank website.

### 6. Indemnity

You agree to indemnify and hold Assets Microfinance Bank, its affiliates, and their respective directors, officers, employees, and agents from any and all liabilities, claims, and expenses, including reasonable attorneys fees, arising from breach of this Agreement, any other policy, your use or access of the Assets Microfinance Bank website or any Internet site linked to or from the Assets Microfinance Bank website, or in

connection with the transmission of any content on the Assets Microfinance Bank website.

### 7. Miscellaneous

This Agreement comprises the entire agreement between Assets Microfinance Bank and you and supersedes any prior agreements with respect to the subject matter herein. Assets Microfinance Bank may revise this Agreement or any other policy at any time and from time to time, and such revision shall be effective immediately upon posting notice of such revision prominently on the Assets Microfinance Bank Website. You agree to review this Agreement periodically to be aware of such revisions. If any such revision is unacceptable to you, you must discontinue accessing the Assets Microfinance Bank website.

Your continued accessing and use of the Assets Microfinance Bank website following notice of any such revision shall conclusively be deemed acceptance of all such revisions. The provisions of Sections 1.2, 2.1, 2.2, 5.1, 5.2, 5.3, 6, and 7 shall survive the termination or expiration of this Agreement. If any provision of this Agreement or any other policy is held invalid or unenforceable, that portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intention of the parties and the remaining portions will continue in full force and effect. The failure of Assets Microfinance Bank to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. This Agreement shall be governed by the laws of the Federal Republic of Nigeria.

This Agreement is personal to you and you may not assign your rights or obligations thereunder to anyone. All logos, brand names, products, trademarks, and service marks appearing herein may be the trademarks or service marks of their respective owners. References to any trademark, service mark, and links to or from the Assets Microfinance Bank website have been done strictly for clarification and identification and do not constitute an endorsement by Assets Microfinance Bank of the products, services, or information offered by the owner of the such trademark, service mark or link or

endorsement of Assets Microfinance Bank by such trademark, service mark or link owner.