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TERMS OF SERVICE

Please read carefully the following provisions of these Terms of Use (the “Agreement” or “Terms of Use”). This is a legal agreement between you and VocalScript, Ltd. (“VocalScript”, “we”, or “us) regarding the use of our online and/or mobile services, website, and Application provided by us (collectively known as the “VocalScript Service”). By accessing or using the VocalScript Service, you agree that you have read, understood, and agree to be bound by these Terms of Use, whether or not you are a registered user of the VocalScript Service.

We reserve the right to amend this Agreement at any time by notifying you as provided in this Agreement, provided that no notice shall be required or given for non-substantive changes to the Agreement. If we substantively amend This Agreement, we will give you at least seven (7) days’ notice before the changes take effect, during which period of time you may reject the changes by terminating your account. Your continued use of the VocalScript Service after any such change takes effect constitutes your acceptance of the new Terms of Use. If you do not agree to any of these terms or any future Terms of Use, your only remedy shall be to not use or access (or continue to access) the VocalScript Service. This Agreement applies to all visitors, users, and others who access the VocalScript Service (“Users”).

USE OF OUR SERVICE

ELIGIBILITY

You may use the VocalScript Service only if you can form a binding contract with VocalScript, and only in compliance with this Agreement and all applicable local, state, national, and international laws, rules and regulations. If you are under 18, your parent or guardian must enter into this Agreement on your behalf, and will be responsible for your use of and access to the VocalScript Service. Any use or access to the VocalScript Service by anyone under 13 is prohibited and in violation of this Agreement. If you are under 13, please do not attempt to register for the VocalScript Service or send any information about yourself to us, including your name, address, telephone number, or email address. If we learn that we have collected personal information from anyone under age 13 without verification of parental consent, we will delete that information as quickly as possible. VocalScript reserves all rights not expressly granted under this Agreement. Any attempt by you to transfer any of the rights, duties or obligations hereunder, except as expressly provided for in this Agreement, is void.

VOCALSCRIPT ACCOUNT

You must create an account in order to gain access to the services and functionality that we may establish and maintain from time to time and in our sole discretion. You may never use another User’s account without permission. You are solely responsible for the activity that

occurs on your account, and you must keep your account password secure. You must notify VocalScript immediately of any breach of security or unauthorized use of your account. VocalScript will not be liable for any losses caused by any unauthorized use of your account.

The VocalScript Service is available through the Google Sign-In service, which requires an active Google account, and you hereby represent and warrant that you have read and agreed to be bound by all applicable Google policies and will act in accordance with those policies, in addition to your obligations under this Agreement. If you access the VocalScript Service through Google Sign in, VocalScript may require that your VocalScript user ID be the same as your user name for Google. If you sign into VocalScript through Google Sign in, you will provide your Google account credentials to VocalScript, and you are consenting to have the information in that account transmitted into your VocalScript account, and you agree that you shall only use Google accounts owned by you, and not by any other person or entity.

By providing VocalScript your email address, you consent to our using that email address to send you VocalScript Service-related notices, including any notices required by law, in lieu of communication by snail mail. We may also use your email address to send you other messages, such as changes to features of the VocalScript Service and special offers. If you do not want to receive such email messages, you may opt out by sending us a request at optout@VocalScript.ng. Opting out may prevent you from receiving email messages regarding updates, improvements, or offers. Please note that if you do not want to receive legal notices from us, including without limitation a notice that this Agreement has changed, those legal notices will still govern your use of the VocalScript Service. We will post legal notices to the VocalScript Service, and you are responsible for reviewing such legal notices for changes. Please see our Privacy Policy for more details.

SERVICE RULES

You agree not to engage in any of the following prohibited activities in connection with the VocalScript Service:

- i. copying, distributing, or disclosing any part of the VocalScript Service in any medium, including without limitation by any automated or non-automated “scraping”;
- ii. using any automated system, including without limitation “robots,” “spiders,” “offline readers,” etc., to access the VocalScript Service in a manner that sends more request messages to the VocalScript servers than a human can reasonably produce in the same period of time by using a conventional on-line web browser;
- iii. transmitting spam, chain letters, or other unsolicited email;
- iv. attempting to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the VocalScript Service;
- v. taking any action that imposes, or may impose at our sole discretion an unreasonable or disproportionately large load on our infrastructure;

- vi. uploading invalid data, viruses, worms, or other Application agents through the VocalScript Service;
- vii. collecting or harvesting any personally identifiable information, including account names, from the VocalScript Service;
- viii. using the VocalScript Service for any commercial purposes;
- ix. impersonating another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity;
- x. interfering with the proper working of the VocalScript Service;
- xi. accessing any content on the VocalScript Service through any technology or means other than those provided or authorized by the VocalScript Service;
- xii. bypassing the measures we may use to prevent or restrict access to the VocalScript Service, including without limitation features that prevent or restrict use or copying of any content or enforce limitations on use of the VocalScript Service or the content therein, or
- xiii. decompiling, reverse engineering, or otherwise attempting to obtain the source code of the VocalScript Service.

You may not access or use the VocalScript Service if you work with or for a competitor, except with VocalScript's prior written consent. In addition, you may not use or access the VocalScript Service for purposes of monitoring the performance or functionality for a competitor or for any third party, or for any other benchmarking or competitive purposes and you may not share any benchmarking data regarding the VocalScript Service usage with any third party without VocalScript's prior written consent.

We may, without prior notice, change the VocalScript Service, stop providing the VocalScript Service or features of the VocalScript Service (to you or generally), or create usage limits for the VocalScript Service. You agree that VocalScript has no responsibility or liability for the deletion or failure to store any documents, data or other content maintained or uploaded by you to the VocalScript Service. We may permanently or temporarily terminate or suspend your access to the VocalScript Service without notice or liability to VocalScript, for any reason or for no reason, including if in our sole determination you violate any provision of this Agreement. Upon termination of this Agreement or your access to the VocalScript Service for any reason or no reason, you will continue to be bound by the terms of this Agreement which, by their nature, should survive termination, including without limitation ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

USER CONTENT

You are solely responsible for all audio and other data ("User Content") that you upload, post, publish or display (hereinafter, "upload") or email or otherwise use via the Service. You agree not to upload User Content that:

- i. may create a risk of harm, loss, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to you, to any other person;
- ii. may create a risk of any other loss or damage to any person or property;
- iii. seeks to harm or exploit children by exposing them to inappropriate content, asking for personally identifiable details or otherwise;
- iv. may constitute or contribute to a crime or tort;
- v. contains any information or content that we deem to be unlawful, harmful, abusive, racially or ethnically offensive, defamatory, infringing, invasive of personal privacy or publicity rights, harassing, humiliating to other people (publicly or otherwise), libelous, threatening, profane, obscene, pornographic, or otherwise objectionable;
- vi. contains any information or content that is illegal (including, without limitation, the disclosure of insider information under securities law or of another party's trade secrets);
- vii. contains any information or content that you do not have a right to make available under any law or under contractual or fiduciary relationships; or
- viii. contains any information or content that you know is not correct and current. You agree that any User Content that you upload does not and will not violate third party rights of any kind, including without limitation any Intellectual Property Rights (as defined below) or rights of privacy.

For the purposes of this Agreement, "Intellectual Property Rights" means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals and extensions thereof, under the laws of any state, country, territory or other jurisdiction.

In connection with your User Content, you affirm, represent and warrant that your User Content and VocalScript's use thereof as contemplated by this Agreement and the VocalScript Service will not violate any law or infringe any rights of any third party, including but not limited to any Intellectual Property Rights and privacy rights.

VocalScript takes no responsibility and assumes no liability for any User Content that you or any other User or third-party posts or sends over the VocalScript Service. You acknowledge and

agree that VocalScript may preserve your User Content and may also disclose content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to:

- (a) comply with legal process, applicable laws or government requests;
- (b) enforce this Agreement;
- (c) respond to claims that any content violates the rights of third parties; or
- (d) protect the rights, property, or personal safety of VocalScript, its users and the public.

You understand that the technical processing and transmission of the VocalScript Service, including your content, may involve -

- (a) transmissions over various networks; and
- (b) changes to conform and adapt to technical requirements of connecting networks or devices

By uploading any User Content you hereby grant and will grant VocalScript and its affiliated companies a non-exclusive, worldwide, royalty free, fully paid up, transferable, sublicensable, perpetual, irrevocable license to copy, display, upload, perform, distribute, store, modify and otherwise use your User Content in connection with the operation of the VocalScript Service, in any form, medium or technology now known or later developed.

NIGERIA DATA PROTECTION REGULATION 2019

We comply with the provisions of the Nigeria Data Protection Regulation 2019 (“NDPR”) applicable to Internet service providers (particularly sections 16 – 31 of the NDPR). If you have an intellectual property rights-related complaint about material posted on the VocalScript Service, you may contact our Designated Agent at the following address:

VocalScript, Ltd.

ATTN: Copyright Notification

3K Croxley, Cadogan Estate, Lekki, Lagos

E-mail: hello@vocalScript.ng

Any notice alleging that materials hosted by or distributed through the VocalScript Service infringe intellectual property rights must include the following information:

- a. an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other right being infringed;
- b. a description of the copyright-protected work or other intellectual property right that you claim has been infringed;
- c. a description of the material that you claim is infringing and where it is located on the VocalScript Service;

- d. your address, telephone number, and email address;
- e. a statement by you that you have a good faith belief that the use of those materials on the VocalScript Service is not authorized by the copyright owner, its agent, or the law; and;
- f. a statement by you that the above information in your notice is accurate and that, under penalty of perjury, you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

Repeat Infringers.

VocalScript will promptly terminate without notice the accounts of users that are determined by VocalScript to be "Repeat Infringers." A Repeat Infringer is a user who has been notified of infringing activity or has had User Content removed from the VocalScript Service at least twice.

CONFIDENTIALITY

Any materials or data that you provide to VocalScript for the purpose of providing the VocalScript Service will be your "Confidential Information," except to the extent such documents

- a. are known to VocalScript prior to receipt from you from a source other than one having an obligation of confidentiality to you;
- b. become known (independently of disclosure by you) to VocalScript directly or indirectly from a source other than one having an obligation of confidentiality to you; or
- c. become publicly known or otherwise cease to be secret or confidential, except through a breach of this Section by VocalScript. VocalScript will use the Confidential Information solely for the purpose of providing the VocalScript Service to you (the "Permitted Purpose").

VocalScript will not, without your prior consent, disclose to any third party your Confidential Information, other than furnishing such Confidential Information to our directors, officers, employees, agents, consultants, contractors, representatives or affiliated entities (collectively, "Associated Persons") who need to have access to such Confidential Information in connection with the Permitted Purpose. VocalScript will use at least reasonable care to protect the confidentiality of your Confidential Information. In the event that VocalScript is required by law to make any disclosure of any of your Confidential Information, by subpoena, judicial or administrative order or otherwise, VocalScript will use commercially reasonable efforts to give you notice of such requirement (to the extent legally permissible) and will permit you to intervene in any relevant proceedings to protect your interests in your Confidential Information

FEES

To use the VocalScript Service, you will be required to make one or more payments and provide us with information regarding your credit card. You represent and warrant to VocalScript that such information is true and that you are authorized to use the payment instrument. You will promptly update your account information with any changes (for example, a change in your billing address or credit card expiration date) that may occur. You agree to pay VocalScript the amount that is specified by the VocalScript Service in accordance with the terms therein and this Agreement. VocalScript reserves the right to change our prices. If we change our prices, we will provide notice of the change on the VocalScript web site or in email to you, at our option. Your continued use of the VocalScript Service after the price change becomes effective constitutes your agreement to pay the changed amount.

If VocalScript agrees, in its sole discretion, to invoice you for your receipt of the VocalScript Service (rather than requiring you to pay all fees by credit card), you must nevertheless provide VocalScript with your credit card information (as reasonably requested by VocalScript) and promptly update such information with any changes that may occur. If you fail to pay any invoices within 30 days of the date of the invoice, VocalScript will notify you by email of the overdue charge and, if the invoice remains unpaid, VocalScript will charge your credit card the full amount owing under the invoice on the 35th day following the date of the invoice. You hereby authorize us to charge any such overdue amounts to your credit card on file and acknowledge that VocalScript may suspend its provision to you of the VocalScript Service if any amounts remain unpaid. You may be required to pay all subsequent fees by credit card if you fail to pay an invoice within 35 days of the invoice date. VocalScript will only remove a credit card on file at your request if your account balance is ~~≠0~~ and there are no VocalScript Services pending for you.

LIABILITY FOR INVALIDATED PAYMENTS AND OTHER LIABILITIES

You are liable for all claims, expenses, fines and liability we may incur arising out of:

- (a) a Chargeback, Refund, payment error, or other invalid payment (collectively "Invalidated Payment");
- (b) any error, negligence, misconduct or fraud by you, your employees, or someone acting on your behalf; and
- (c) any losses resulting from your failure to comply with the terms of this Agreement, or your usage of Vocalscript Services.

In the event of an Invalidated Payment or other liability, in addition to our other rights and remedies (all of which are cumulative), we may (or instruct Acquirer to) deduct, setoff or recoup the amounts due to Vocalscript from your Payouts.

END USER LICENSE GRANT

VOCALSCRIPT SERVICE

Subject to the terms and conditions of this Agreement, you are hereby granted a nonexclusive, limited, non-transferable, freely revocable license to use the VocalScript Service for your personal, non-commercial use, as permitted by the features of the VocalScript Service. VocalScript reserves all rights not expressly granted herein in the VocalScript Service and the VocalScript Content (as defined below). VocalScript may terminate this license at any time for any reason or no reason.

MOBILE APPLICATION

We may make available Application to access the VocalScript Service via a mobile device ("Mobile Application"). To use the Mobile Application, you must have a mobile device that is compatible with the Mobile VocalScript Service. VocalScript does not warrant that the Mobile Application will be compatible with your mobile device. VocalScript hereby grants you a non-exclusive, non-transferable, revocable license to use a compiled code copy of the Mobile Application for one VocalScript account on one mobile device owned or leased solely by you, for your personal, non-commercial use. You shall not:

- i. modify, disassemble, decompile or reverse engineer the Mobile Application, except to the extent that such restriction is expressly prohibited by law;
- ii. rent, lease, loan, resell, sublicense, distribute or otherwise transfer the Mobile Application to any third party or use the Mobile Application to provide time sharing or similar services for any third party;
- iii. make any copies of the Mobile Application;
- iv. remove, circumvent, disable, damage or otherwise interfere with security-related features of the Mobile Application, features that prevent or restrict use or copying of any content accessible through the Mobile Application, or features that enforce limitations on use of the Mobile Application; or
- v. delete the copyright and/or other proprietary rights notices on the Mobile Application. You acknowledge that VocalScript may from time to time issue upgraded versions of the Mobile Application, and may automatically electronically upgrade the version of the Mobile Application that you are using on your mobile device. You consent to such automatic upgrading on your mobile device, and agree that the terms and conditions of this Agreement will apply to all such upgrades. Any third-party code that may be incorporated in the Mobile Application is covered by the applicable open source or third-party license EULA, if any, authorizing use of such code. The foregoing license grant is not a sale of the Mobile Application or any copy thereof, and VocalScript or its third-party partners or suppliers retain all right, title, and interest in the Mobile Application (and any copy thereof).

MOBILE APPLICATION FROM APPLE APP STORE

This paragraph is intended to apply to you if you have downloaded the Mobile Application from the Apple App Store. VocalScript and you acknowledge that this Agreement is concluded between VocalScript and you only, and not with Apple Inc. ("Apple"), and as between VocalScript and Apple, VocalScript, not Apple, is solely responsible for the Application and VocalScript Services and the content thereof. You acknowledge that Apple, Ltd. has no obligation whatsoever to furnish any maintenance and support services with respect to the Mobile Application. You acknowledge that you have reviewed the App Store Terms and Conditions (located online at <http://www.apple.com/legal/itunes/us/terms.html#APPS>). You represent and warrant that

- i. You are not located in a country that is subject to a Nigerian Government embargo, or that has been designated by the NIGERIAN Government as a "terrorist supporting" country; and
- ii. You are not listed on the Nigerian Government "watch list" of prohibited or restricted parties.

This Agreement incorporates by reference the Licensed Application End User License Agreement (the "LAEULA") published by Apple, Ltd. (located online at <http://www.apple.com/legal/itunes/appstore/dev/stdeula/>). For purposes of this Agreement, the "Mobile Application" is considered the "Licensed Application" as defined in the LAEULA and "VocalScript" is considered the "Application Provider" as defined in the LAEULA. If any terms of this Agreement conflict with the terms of the LAEULA, the terms of this Agreement shall control.

MOBILE APPLICATION FROM GOOGLE ANDROID MARKET

This paragraph is intended to apply to you if you have downloaded the Mobile Application on a device powered by the Android operating system. VocalScript and you, the end-user of the Mobile Application and VocalScript Services, acknowledge that the Agreement is entered into by and between VocalScript and you. VocalScript is solely responsible for the Application and VocalScript Services. Should you have downloaded the Application from the Google Android Market located online at <https://play.google.com/store>. You acknowledge that you have reviewed the Android Market Terms of Service (located online at <https://play.google.com/about/play-terms.html>) and the Android Market Business and Program Policies (located online at <http://play.google.com/about/play-terms.html>). You represent and warrant that

- i. you are not located in a country that is subject to a Nigerian Government embargo, or that has been designated by the Nigerian Government as a "terrorist supporting" country; and
- ii. you are not listed on any Nigerian Government "watch list" of prohibited or restricted parties, including the Specially Designated Nationals list.

VOCALSCRIPT PROPRIETARY RIGHTS

Except for your User Content, the VocalScript Service and all materials therein or transferred thereby, including, without limitation, Application, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music, and User Content (the “VocalScript Content”), and all Intellectual Property Rights related thereto, are the exclusive property of VocalScript and its licensors. Except as explicitly provided herein, nothing in this Agreement shall be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from any materials or content accessible on the VocalScript Service. Use of the VocalScript Content or materials on the VocalScript Service for any purpose not expressly permitted by this Agreement is strictly prohibited.

PREMIUM SERVICES

From time to time, VocalScript may provide additional features and/or VocalScript Services that you pay for (“Premium VocalScript Services”). VocalScript may also offer from time to time in its sole discretion, certain Premium VocalScript Services for free, whether for a trial period or otherwise. Unless expressly stated otherwise, references in this Agreement to the VocalScript Service include the Premium VocalScript Services.

PRIVACY

For information about how VocalScript protects your privacy, please read the VocalScript Privacy Policy. This policy explains how VocalScript treats your personal information, and protects your privacy, when you use the VocalScript Service.

DELIVERY TERMS OF SERVICE

VocalScript will undertake service delivery to complete the assigned work in the shortest amount of time possible. Where time commitments are explicitly agreed on, the time indicated is confined to business days only in the Pacific Standard Time zone. For example, 24-hour delivery equates to 1 business day, 48-hour delivery equates to 2 business days and so forth. Our standard hours of service are 8am to 6pm Monday-Friday, Pacific Standard time. Additional support hours and after-hour service is available by inquiry.

TRANSCRIPTION OUTPUT STYLE

VocalScript provides output in “clean verbatim”, “full verbatim”, and “edited text” transcriptions. The “clean verbatim” is the default style choice, and automatically removes “umms”, “ahhs”, “likes”, “you knows”, and other filler word in addition to stuttering from the final transcript. The “edited text” transcripts go beyond clean verbatim transcripts and improve on grammar to make a transcript more readable. We consider these transcripts as publishable and this option is frequently used by bloggers, podcasters and conference speakers. Full verbatim transcripts capture speech exactly how it sounds, including all filler words and speech errors.

INTELLECTUAL PROPERTY

All the content, trademarks, data, information or information contained in any materials or documents ("Documentation") or used in relation to the VocalScript Services, including but not limited to any and all copyrighted works, software, databases, text, graphics, icons, designs, hyperlinks, domain names, information and agreements ("Content"), are the property of or licensed to VocalScript and as such are protected from copyright infringement. The Content may not be reproduced, distributed or copied by any means, whether electronically or not, without VocalScript's prior written permission.

Any and all intellectual property rights subsisting in the Documentation, Content, VocalScript Services and VocalScript Software or otherwise developed by or on behalf of VocalScript, including all patents, rights in inventions, rights in designs, trademarks, trade and business names and all associated goodwill, rights to sue for passing off or for unlawful competition, copyright, moral rights and related rights, rights in databases, topography rights, domain names, rights in information (including know how and trade secrets) and all other similar or equivalent rights subsisting now or in the future in any part of the world, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights for their full term ("Intellectual Property"), vests in VocalScript, its licensors or suppliers, as the case may be, and all rights not expressly granted are reserved.

Save as expressly set out herein, the User shall not acquire any right, title, or interest in the VocalScript Intellectual Property.

This Agreement does not grant the either party any rights in connection with the other party's trademarks. The User shall not use or alter VocalScript's trademarks without VocalScript's prior written consent or do anything which would adversely affect the value of VocalScript's trademarks.

8.5 The User may not use the Intellectual Property in a manner which may place the Intellectual Property at risk of loss or loss of value to VocalScript.

SECURITY

VocalScript cares about the integrity and security of your personal information. However, we cannot guarantee that unauthorized third parties will never be able to defeat our security measures or use your personal information for improper purposes. You acknowledge that you provide your personal information at your own risk.

THIRD PARTY LINKS

The VocalScript Service may contain links to third-party websites, advertisers, services, special offers, or other events or activities that are not owned or controlled by VocalScript. VocalScript does not endorse or assume any responsibility for any such third-party sites, information, materials, products, or services. If you access a third-party website from the VocalScript Service, such as through Facebook Connect, you do so at your own risk, and you understand that this Agreement and VocalScript's Privacy Policy do not apply to your use of such sites. You expressly relieve VocalScript from any and all liability arising from your use of any third-party website, service, or content. Additionally, your dealings with or participation in

promotions of advertisers found on the VocalScript Service, including payment and delivery of goods, and any other terms (such as warranties) are solely between you and such third parties. You agree that VocalScript shall not be responsible for any loss or damage of any sort relating to your dealings with such third parties.

BREACH

Should either party breach any material provision of this Agreement, then the aggrieved party will be entitled, without prejudice to any other rights it might have in law:

- a. to claim immediate specific performance of any of the defaulting party's obligations under this Agreement, with or without claiming damages, whether or not such obligation has fallen due for performance and to require the defaulting party to provide security to the satisfaction of the aggrieved party for the defaulting party's obligations; or
- b. to cancel this Agreement, with or without claiming damages, in which case written notice of the cancellation shall be given to the defaulting party, and the cancellation shall take effect on the giving of the notice.
- c. Neither party shall be entitled to cancel this Agreement unless the breach is a material breach. A breach will be deemed to be a material breach if it is capable of being remedied, but is not so remedied within the notice period of 7 (seven) days ("Notice Period"); or it is incapable of being remedied or is not remedied within the Notice Period, and payment in money will compensate for such breach but such payment is not made within the Notice Period.
- d. The aggrieved party's remedies in terms of this clause ("breach") are without prejudice to any other remedies to which the aggrieved party may be entitled in law.
- e. Without detracting from any of the other provisions of this clause 7, in the event of a breach of any provisions of this Agreement or the User prematurely terminating this Agreement and VocalScript electing to cancel same, the User shall be liable to effect payment to VocalScript of any outstanding some due.

INDEMNITY

You agree to defend, indemnify and hold harmless VocalScript and its subsidiaries, agents, licensors, managers, and other affiliated companies, and their employees, contractors, agents, officers and directors (collectively, the "VocalScript Parties"), from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the VocalScript Service, including any data or content transmitted or received by you; (ii) your violation of any term of this Agreement, including without limitation your breach of any of the representations

and warranties you make in this Agreement; (iii) your violation of any thirdparty right, including without limitation any right of privacy or Intellectual Property Rights; (iv) your violation of any applicable law, rule or regulation; (v) any claim or damages that arise as a result of any of your User Content or any that is submitted via your account; or (vi) any other party's access and use of the VocalScript Service with your username, password or other appropriate security code.

NO WARRANTY

THE VOCALSCRIPT SERVICE AND ANY PRODUCT OR SERVICE YOU PURCHASE THROUGH THE VOCALSCRIPT SERVICE ("PRODUCT") ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. USE OF THE SERVICE IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE VOCALSCRIPT SERVICE AND THE PRODUCTS ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. WITHOUT LIMITING THE FOREGOING, VOCALSCRIPT, ITS SUBSIDIARIES, AND ITS LICENSORS DO NOT WARRANT THAT THE CONTENT IS ACCURATE, RELIABLE OR CORRECT; THAT THE VOCALSCRIPT SERVICE OR THE PRODUCTS WILL MEET YOUR REQUIREMENTS; THAT THE SERVICE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE VOCALSCRIPT SERVICE IS DOWNLOADED AT YOUR OWN RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOAD OR YOUR USE OF THE VOCALSCRIPT SERVICE.

VOCALSCRIPT DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE VOCALSCRIPT SERVICE OR ANY HYPERLINKED WEBSITE OR SERVICE, AND VOCALSCRIPT WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND THIRDPARTY PROVIDERS OF PRODUCTS OR SERVICES.

IF YOU DOWNLOADED THE MOBILE APPLICATION FROM THE APPLE APP STORE, YOU FURTHER ACKNOWLEDGE THAT APPLE HAS NO RESPONSIBILITY FOR ADDRESSING ANY CLAIMS RELATING TO THE APPLICATION OR VOCALSCRIPT SERVICES OR YOUR POSSESSION AND/OR USE OF THE APPLICATION OR VOCALSCRIPT SERVICES, INCLUDING, BUT NOT LIMITED TO: (I) PRODUCT LIABILITY CLAIMS; (II) ANY CLAIM THAT THE APPLICATION OR VOCALSCRIPT SERVICES FAIL TO CONFORM TO ANY APPLICABLE LEGAL OR REGULATORY REQUIREMENT; AND (III) CLAIMS ARISING UNDER CONSUMER PROTECTION OR SIMILAR LEGISLATION.

LIMITATION OF LIABILITY

IN NO EVENT SHALL THE VOCALSCRIPT PARTIES BE LIABLE, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, FOR ANY LOSSES, LIABILITIES, CLAIMS OR DAMAGES OF ANY KIND, WHETHER DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE, OR FOR LOSS OF REVENUE OR PROFITS, LOSS OF BUSINESS, OR ANY OTHER DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE APPLICATION AND/OR ANY OF THE VOCALSCRIPT SERVICES, THESE TERMS OF USE OR THE

PERFORMANCE, SUSPENSION, TERMINATION OR BREACH HEREOF, EVEN IF VOCALSCRIPT OR ANY OTHER VOCALSCRIPT PARTY HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. THE VOCALSCRIPT PARTIES SHALL HAVE NO LIABILITY IN CONNECTION WITH OR ARISING FROM THESE TERMS OF USE OR USE OF THE APPLICATION OR ANY OF THE VOCALSCRIPT SERVICES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU. IN NO EVENT SHALL VOCALSCRIPT'S (OR APPLE'S IF YOU DOWNLOADED THE APPLICATION FROM THE APPLE APP STORE) TOTAL LIABILITY TO YOU FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) EXCEED THE AMOUNT YOU HAD PAID TO VOCALSCRIPT OVER THE PRECEDING THREE MONTHS PERIOD.

THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE. THESE LIMITATIONS OF LIABILITY ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY YOU BY REASON OF ANY PRODUCTS OR VOCALSCRIPT SERVICES SOLD OR PROVIDED BY THIRD PARTIES OTHER THAN VOCALSCRIPT AND RECEIVED THROUGH OR ADVERTISED ON ANY OF THE VOCALSCRIPT SERVICES. YOU AGREE THAT IN THE EVENT YOU INCUR ANY DAMAGES, LOSSES OR INJURIES THAT ARISE OUT OF VOCALSCRIPT ACTS OR OMISSIONS, THE DAMAGES, IF ANY, CAUSED TO YOU ARE NOT IRREPARABLE OR SUFFICIENT TO ENTITLE YOU TO AN INJUNCTION PREVENTING ANY EXPLOITATION OF ANY WEB SITE, PROPERTY, PRODUCT, SERVICE, OR OTHER MATERIALS OWNED OR CONTROLLED BY THE VOCALSCRIPT PARTIES, AND YOU WILL HAVE NO RIGHTS TO ENJOIN OR RESTRAIN THE DEVELOPMENT, PRODUCTION, DISTRIBUTION, ADVERTISING, EXHIBITION OR EXPLOITATION OF ANY WEB SITE, PROPERTY, PRODUCT, SERVICE, OR OTHER MATERIALS OWNED OR CONTROLLED BY THE VOCALSCRIPT PARTIES.

SOME COUNTRIES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY IN CONTRACTS WITH CONSUMERS AND AS A RESULT THE CONTENTS OF THIS SECTION MAY NOT APPLY TO YOU.

GENERAL

GOVERNING LAW AND JURISDICTION

Without prejudice to the provisions of the "Breach" clause, this Agreement shall be governed by the Laws of the Federal Republic of Nigeria, and in the event of any dispute, difference or claim arising out of or in connection with this Agreement, the parties shall meet in good faith, within a month of the knowledge of the dispute, for negotiation in an effort to resolve the dispute amicably.

If the dispute is not settled by Negotiation within 14 (Fourteen) days of commencement of such negotiations, or within a longer period as agreed to by the parties, the dispute, difference or claim shall be referred to The Lagos Multi-Door Courthouse ("LMDC") for mediation which shall be conducted in accordance with the LMDC Mediation Procedure Rules or such other rules mutually agreed by the parties. If the parties fail to reach a settlement via mediation within 21 days, the matter, shall be settled by reference to the High Court of Lagos State. This

Agreement shall be subject to and governed by and construed in accordance with the Laws of Lagos State of Nigeria. Where parties resort to Mediation in the resolution of disputes, each party will bear its respective legal and ancillary costs.

Dispute Resolution and Arbitration

Generally. In the event of any dispute, difference or claim arising out of or in connection with this Agreement, the parties shall meet in good faith, within a month of the knowledge of the dispute, for negotiation in an effort to resolve the dispute amicably.

If the dispute is not settled by Negotiation within 14 (Fourteen) days of commencement of such negotiations, or within a longer period as agreed to by the parties, the dispute, difference or claim shall be referred to The Lagos Multi-Door Courthouse (“LMDC”) for mediation which shall be conducted in accordance with the LMDC Mediation Procedure Rules or such other rules mutually agreed by the parties. If the parties fail to reach a settlement via mediation within 21 days, the matter, shall be settled by reference to the High Court of Lagos State. This Agreement shall be subject to and governed by and construed in accordance with the Laws of Lagos State of Nigeria. Where parties resort to Mediation in the resolution of disputes, each party will bear its respective legal and ancillary costs.

Exceptions. Despite the provisions above, nothing in these Terms of Use will be deemed to waive, preclude, or otherwise limit the right of either party to:

- a. bring an individual action in small claims court;
- b. pursue an enforcement action through the applicable federal, state, or local agency if that action is available;
- c. seek injunctive relief in a court of law; or
- d. to file suit in a court of law to address an intellectual property infringement claim.

Arbitrator. Any arbitration between you and VocalScript will be settled under the Arbitration and Conciliation Act, and governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes as modified by these Terms of Use.

Notice; Process. A party who intends to seek arbitration must first send a written notice of the dispute to the other party by certified Nigerian Mail or by Federal Express (signature required) or, only if such other party has not provided a current physical address, then by electronic mail (“Notice”). VocalScript’s address for Notice is: VocalScript Ltd., 3K Croxley Place, Cadogan Estate, Lekki.

The Notice must:

- a. describe the nature and basis of the claim or dispute; and

- b. set forth the specific relief sought ("Demand"). The parties will make good faith efforts to resolve the claim directly, but if the parties do not reach an agreement to do so within 30 days after the Notice is received, you or VocalScript may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by you or VocalScript must not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any.

If the dispute is finally resolved through arbitration in your favour, VocalScript will pay you the highest of the following:

- i. the amount awarded by the arbitrator, if any;
- ii. the last written settlement amount offered by VocalScript in settlement of the dispute prior to the arbitrator's award; or
- iii. \$50,000.

Modifications to this Arbitration Provision. If VocalScript makes any future change to this arbitration provision, other than a change to VocalScript's address for Notice, you may reject the change by sending us written notice within 30 days of the change to VocalScript's address for Notice, in which case your account with VocalScript will be immediately terminated and this arbitration provision, as in effect immediately prior to the changes you rejected will survive. Enforceability. If Section 23.f. is found to be unenforceable or if the entirety of this Section 23 is found to be unenforceable, then the entirety of this Section 23 will be null and void and, in that case, the parties agree that the exclusive jurisdiction and venue described in Section 22 will govern any action arising out of or related to these Terms of Use.

ENTIRE AGREEMENT / SEVERABILITY

This Agreement, together with any amendments and any additional agreements you may enter into with VocalScript in connection with the VocalScript Service, shall constitute the entire agreement between you and VocalScript concerning the VocalScript Service. If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect.

NO WAIVER

No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term, and VocalScript's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision.

THIRD PARTY BENEFICIARIES AND AGREEMENTS

If you downloaded the Mobile Application from the Apple App Store, you acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of this Agreement, and that, upon your acceptance of the terms and conditions of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement

against you as a third party beneficiary hereof. You agree to comply with, and your license to use the Mobile Application and VocalScript Service is conditioned upon your compliance with, all applicable third-party terms of agreement, as may be applicable, when using the Mobile Application and/or VocalScript Service.

ASSIGNMENT

This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by VocalScript without restriction or notice.

NOTICES

We may provide notices, whether such notices are required by law or are for marketing or other business related purposes, to you via email notice, written or hard copy notice, or through posting of such notice on our website, Apple App Store or Google Android Marketplace, as determined by us in our sole discretion. We reserve the right to determine the form and means of providing notifications to our Users, provided that you may opt out of certain means of notification as described in this Agreement.

CONTACT US

Should you wish to contact us with any questions, complaints or claims with respect to the VocalScript Service, you should visit the VocalScript website at www.vocalScript.ng, by email at support@vocalScript.ng

These terms of service were last amended on October 28, 2019.