



TERMS AND CONDITIONS- THE HACK

These Terms and Conditions (“Terms”) apply to training to be supplied by Emerging Markets Technology Services Ltd (“9mobile”, “We”, “Us”, and “Our”) to the entity procuring the training for its personnel or other nominated participants, facilitators or individuals (“I” or “You” or “Your”) called ‘the Hack’ (“the Event”).

1. Payment and confirmation of training

All training shall be provided free of charge to participants

2. Pre-requisites

Seminar:

Opened to all network subscribers

Must have certificate of Incorporation

Should be 18-45 years

Each participant must register using the link that will be provided after confirmation of the T&C

3. Cancellations and changes

We may make a change due to a reason beyond Our control. We will provide You with as much notice as possible if this occurs. We are not responsible or liable to You or any participant for any loss or expenses incurred due to that change.

4. Right to use Training Material

All intellectual property rights in any Training Material provided by Us are and remain owned by Us. You may only use the training material to assist in the proper use of any 9mobile product, and for the improvement of your business only. Training Material includes any training manual or exercise, or any note provided by Us at the Event.

5. Ownership of Content

I hereby consent and agree that 9mobile has the right to make use of all my registration details, information on my document of incorporation for the purposes of the seminar/training as well as take photographs, visual recordings or audio recordings of me (and/or my property) at the event, and that all materials captured will become the property of 9mobile. I agree

that 9mobile has the right to use this material in any and all manner of media worldwide including online (existing now or created in the future), now or hereafter known, and for any purpose whatsoever. I hereby release to the photographer/videographer all rights to exhibit this material in print and electronic form publicly or privately and to market copies. I waive any rights to inspect, approve or control any use of the material and agree that any uses described herein may be made without royalties or other compensation. I agree to indemnify, hold harmless, and release and forever discharge 9mobile from all claims, demands and causes of action which I or anyone acting on my behalf may have by reason of this authorization. I am at least 18 years of age and competent to contract in my own name. I have carefully read and understand the terms of service. My acceptance below constitutes my full acceptance and consent.

6. Liability

WE AND OUR AFFILIATES AND LICENSORS AND FACILITATORS WILL NOT BE LIABLE TO YOU UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, FOR (A) INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, OR (B) LOST PROFITS, REVENUES, CUSTOMERS, OPPORTUNITIES, OR GOODWILL. Without limiting the previous sentence, we exclude all liability for indirect, consequential or incidental loss or damage, or for loss of profit, savings, business, revenue, and/or goodwill, arising under or in connection with the Terms or relating to the Event.

7. Confidentiality

Except as otherwise set forth in these Terms, each party may disclose to the other party certain confidential information under these Terms. Each party agrees that all code, inventions, know-how, business, technical and financial information or any information specifically designated as confidential or that could be understood to be confidential or proprietary by a reasonable person disclosed to such party (“Receiving Party”) by the disclosing party (“Disclosing Party”) constitute the confidential property of the Disclosing Party (“Confidential Information”) Any 9mobile technology, any commercial terms (including pricing) of these Terms and any performance information relating to the products shall be deemed Confidential Information of 9mobile without any marking or further designation. Except as expressly authorized herein, the Receiving Party will use (and will ensure that its employees, Affiliates, agents, contractors and any approved third parties use) reasonable efforts (which shall be no less than the efforts used to protect its own confidential information of a similar nature) to prevent the disclosure of any Disclosing Party's Confidential Information for any purpose other than providing the training contemplated by these Terms unless authorized by the Disclosing Party. The Receiving Party's nondisclosure obligation shall not apply to information which the Receiving Party can document: (i) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (ii) is or has become public knowledge through no fault of the Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third-party without breach of any confidentiality obligation; or (iv) is independently developed by employees of the Receiving Party who had no access to such information. The Receiving Party may also disclose Confidential Information if so required pursuant to a regulation, law or court order (but only to the minimum extent required to comply with such regulation or order and with advance notice to the Disclosing Party).

8. Waiver.

Our failure to enforce any provision of these Terms will not constitute a present or future waiver of such provision nor limit Our right to enforce such provision later. All waivers by Us must be in writing to be effective.

9. Severability.

If any portion of these Terms is held to be invalid or unenforceable, the remaining portions of these Terms will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to effect and intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from these Terms, but the rest will remain in full force and effect.

10. Force Majeure.

We and Our affiliates will not be liable for any delay or failure to perform any obligation under these Terms where the delay or failure results from any cause beyond Our reasonable control, including acts of God, labour disputes or other industrial disturbances, electrical or power outages, utilities or other telecommunication failures, earthquake, storms, or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

11. Assignment; No Third-Party Beneficiaries.

You will not assign or otherwise transfer these Terms or any of Your rights and obligations under these Terms, without Our prior written consent. Any assignment or transfer in violation of this section will be void. We may assign these Terms without Your consent (a) in connection with a merger, acquisition, or sale of all or substantially all of Our assets or (b) to any affiliate or as part of a corporate reorganization; and effective upon such assignment, the assignee is deemed substituted for 9mobile as a party to these Terms, and 9mobile is fully released from all of its obligations and duties to perform under these Terms. Subject to the foregoing, these Terms will be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns. These Terms do not create any third-party beneficiary rights in any individual or entity that is not a party to these Terms.

12. Modifications to these Terms.

We may modify these Terms at any time by posting a revised version on 9mobile's website. The modified terms will become effective upon posting. By attending the Event after the effective date of any modifications to these Terms, You agree to be bound by the modified terms. It is Your responsibility to check 9mobile's website regularly for modifications to these Terms.

13. Governing Law

The Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of the Federal Republic of Nigeria.

14. Jurisdiction

Each party irrevocably agrees that the courts of Nigeria shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Terms or its subject matter or formation (including non-contractual disputes or claims).

15. Entire Agreement

This Agreement is the entire agreement between You and 9mobile relating to the training and supersedes all prior or contemporaneous oral or written communications, proposals and representations with respect to the training or any other subject matter covered by these. If any provision of these Terms is held to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect.