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TERMS OF USE

EFFECTIVE DATE : XXXXXXXXXXXXX, 2022

INTRODUCTION

This Terms of Use Agreement (the “Agreement”) is made and entered into by you and Vent Inc., Vent Communications and Technology Limited, its subsidiaries, and affiliates. (“the Company”, “us”, “we” or “our”). This Agreement set forth the terms and conditions that govern your use of and access to the Website and any products, materials, and services provided by or on the Website (collectively, the “Services”).

By accessing or using the Services, you signify that you have read, understand, and agree to be bound by this Agreement in its entirety. If you do not agree, you are not authorized to access or use the Services and should not use the Services.

BY ACCESSING OR USING OUR SERVICES, WHICH INCLUDE OUR VARIOUS WEBSITES (AND ANY RESPECTIVE SUBDOMAINS); APPLICATIONS (COLLECTIVELY WITH ANY MATERIALS AND SERVICES AVAILABLE THEREIN, AND SUCCESSOR WEBSITE(S) OR APPLICATION(S), AND OTHER SERVICES THAT LINK TO THESE TERMS, AS WELL AS ANY INFORMATION, TEXT, LINKS, GRAPHICS, PHOTOS, AUDIO, VIDEO, OR OTHER MATERIALS STORED, RETRIEVED OR APPEARING THEREON, WHETHER ACCESSED THROUGH THE SITE OR OTHERWISE (COLLECTIVELY, THE “SERVICES”), YOU ARE ENTERING INTO A BINDING AGREEMENT WITH US THAT INCLUDES THESE TERMS, PRIVACY POLICY **(INSERT LINK-)** AND OTHER POLICIES REFERENCED HEREIN.

USE OF THE SERVICES

To use the Services, you must legally be able to enter into the Agreement. By using the Services, you represent and warrant that you meet the eligibility requirement. If you do not meet the requirement, you must not access or use our Services.

You also represent and warrant that in your jurisdiction, you have the right, authority, and capacity to enter into this Agreement on your behalf or the entity or organization that you represent. If you do not meet all these requirements, you may not use or access the Services.

MODIFICATION

We may update the Services, the Agreement, and any part of the Agreement at any time, for any reason, at our sole discretion. Once any part of the Agreement is updated and in effect, you will be bound by the Agreement if you continue to use the Services, including by accessing the Services. We may, at any time, and without liability to you, modify or discontinue all or part of the Services (including access to the Services via any third-party links). If you do not agree with any modifications to this Agreement, you must immediately stop accessing and using the Interface.

All changes will be effective immediately when posted on Website and should be reviewed prior to accessing or using the Services.

You agree that the Company shall have no liability to you or any third party for any losses or damages caused by the Services not being available, in whole or in part, at any time or for any period.

You may contact us with questions about your use of the Services at <https://vent.africa/support>. When you communicate with us electronically, you consent to receive communications from us electronically. You should review the Agreement from time to time to ensure that you understand the terms that apply to you when you access or use the Services.

ELIGIBILITY

To access or use the Services, you must be able to form a legally binding contract with us. Accordingly, you affirm that you are at least the age of majority in your jurisdiction and have the full right, power, and authority to enter into and comply with the terms and conditions of this Agreement on behalf of yourself and any company or legal entity for which you may access or use the Interface.

Furthermore, you affirm that your access and use of the Services will fully comply with all applicable laws and regulations and that you will not access or use the Services to conduct, promote, or otherwise facilitate any illegal activity.

NON-SOLICITATION; NO INVESTMENT ADVICE

All information provided in connection with your access and use of the Services is for informational purposes only. You should not take or refrain from taking any action based on any information contained on the Services or any other information that we make available at any time, including blog posts, data, articles, links to third-party content, discord content, news feeds, tutorials, tweets, and videos. Before making any financial, legal, technical, or other decisions involving the Services, you should seek independent professional advice from a licensed and qualified

individual in your jurisdiction in the area for which such advice would be appropriate.

The services provide, or third parties may provide, links to other sites, applications, or resources. You acknowledge and agree that we are not responsible for the availability of such external sites, applications, or resources, and do not endorse and are not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that we will not be responsible or liable, directly, or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods, or services available on or through any such site or resource.

ASSUMPTION OF RISK

The information presented on or through the Services is made available for general information purposes only. The Company does not warrant the accuracy, completeness, suitability, or quality of any such information. Any reliance on such information is strictly at your own risk. The Company disclaims all liability and responsibility arising from any reliance placed on such information by you, any other user of the Services, or anyone who may be informed of any of its contents.

Also, we are not responsible for the content or services of any third party, including, without limitation, any network, or apps like Discord, Trustwallet or MetaMask, and we make no representations regarding the content or accuracy of any third-party services or materials. If you access any such resources or participate in any promotions, you do so at your own risk, and you understand that this Agreement does not apply to your dealings or relationships with any third parties. You expressly relieve us of any and all liability arising from your use of any such resources or participation in any such promotions.

LICENSE TO USE OUR SERVICES

We grant you a license to use our Services. Contingent upon your ongoing compliance with the Agreement, we grant you a personal, worldwide, revocable, non-exclusive and non-assignable license to use the Service. The only purpose of this license is to allow you to use and enjoy the Services solely as permitted by these Terms.

We own all rights in the Services. We own any and all right, titles, and interests in and to the Services including, without limitation, any and all copyrights in and to any content, code, data, or other materials that you may access or use on or through the Services. We may use and share your feedback, comments, bug reports, ideas, or

other feedback that you may provide about our Services, including suggestions about how we might improve our Services. You agree that we are free to use or not use any feedback that we receive from you as we see fit, including copying and sharing such feedback with third parties, without any obligation to you.

- You shall not copy, reproduce, publish, display, perform, post, transmit, or distribute any part of the Content in any form or by any means except as expressly permitted herein or as enabled by a feature, product, or the Services when provided to you.
- You shall not modify, create derivative works from, translate, adapt, disassemble, reverse compile, or reverse engineer any part of the Content.
- You shall not sell, license, sublicense, transfer, assign, rent, lease, loan, host, or otherwise exploit the Content or the Services in any way, whether in whole or in part.
- You shall not delete or alter any copyright, trademark, or other proprietary rights notices from copies of the Content.
- You shall not access or use the Content in order to build a similar or competitive website, product, or service.
- All trademarks, logos, and service marks displayed on the Services are either the Company's property or the property of third parties. You may not use such trademarks, logos, or service marks without the prior written consent of their respective owners.
- You acknowledge the risks of using the Services. You bear sole responsibility for evaluating the Services before using them, and all transactions accessed through the Services are irreversible, final, and without refunds.

The Services may be disabled, disrupted, or adversely impacted as a result of sophisticated cyber-attacks, surges in activity, computer viruses, and/or other operational or technical challenges, among other things. We disclaim any ongoing obligation to notify you of all of the potential risks of using and accessing our Services. You agree to accept these risks and agree that you will not seek to hold the Company to indemnify any Party responsible for any consequent losses.

You are solely responsible for the security of your wallet. You understand and agree that you are solely responsible for maintaining the security of your wallet. Any unauthorized access to your wallet by third parties could result in the loss or theft of any crypto asset, or any funds held in your account and any associated accounts. You understand and agree that we have no involvement in, and you will not hold us responsible for managing and maintaining the security of your wallet. You further understand and agree that we are not responsible, and you will not hold us

accountable, for any unauthorized access to your wallet. It is your responsibility to monitor your wallet.

We reserve the right to restrict your access from engaging with the Services.

You agree that we have the right to restrict your access to the Services via any technically available methods if we suspect, in our sole discretion, that:

- (a) you are using the Services for money laundering or any illegal activity;
- (b) you have engaged in fraudulent activity;
- (c) you have acquired crypto assets using inappropriate methods, including the use of stolen funds to purchase such assets;
- (d) either you, as an individual or an entity, or your wallet address is listed on the Specially Designated Nationals and Blocked Persons List (“SDN List”), Consolidated Sanctions List (“Non-SDN Lists), or any other sanctions lists administered by OFAC, wanted list administered by the EFCC, or the red notice administered by the Interpol, or any other global or regional law enforcement agencies; or
- (e) you have otherwise acted in violation of these Terms. If we have a reasonable suspicion that you are utilizing the Site for illegal purposes, we reserve the right to take whatever action we deem appropriate.

We do not guarantee the quality or accessibility of the Services.

As a condition to accessing or using the Services or the Services, you acknowledge, understand, and agree that from time to time, the Services may be inaccessible or inoperable for any reason, including, but not limited to equipment malfunctions, periodic maintenance procedures or repairs, causes beyond our control or that we could not reasonably foresee, disruptions and temporary or permanent unavailability of underlying blockchain infrastructure or unavailability of third-party service providers or external partners for any reason.

You acknowledge and agree that you will access and use the Services, including, without limitation, the Services at your own risk. You should not engage in blockchain-based transactions unless it is suitable given your circumstances and financial resources. By using the Services, you represent that you have been, are and will be solely responsible for conducting your own due diligence into the risks of a transaction.

INDEMNITY

You agree to hold harmless, release, defend, and indemnify us and our officers, directors, employees, contractors, agents, affiliates, and subsidiaries from and against all claims, damages, obligations, losses, liabilities, costs, and expenses arising from:

- (a) your access and use of the Services;
- (b) your violation of any term or condition of this Terms, the right of any third party, or any other applicable law, rule, or regulation; and
- (c) any other party's access and use of the Services with your assistance or using any device or account that you own or control.

DISCLAIMERS

The Services are provided on an "AS IS" and "AS AVAILABLE" basis. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ANY REPRESENTATIONS AND WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING (BUT NOT LIMITED TO) THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. You acknowledge and agree that your use of the Services is at your own risk. We do not represent or warrant that access to the Services will be continuous, uninterrupted, timely, or secure; that the information contained in the Services will be accurate, reliable, complete, or current; or that the Services will be free from errors, defects, viruses, or other harmful elements. No advice, information, or statement that we make should be treated as creating any warranty concerning the Services. We do not endorse, guarantee, or assume responsibility for any advertisements, offers, or statements made by third parties concerning the Services.

LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES SHALL WE OR ANY OF OUR OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, AFFILIATES, OR SUBSIDIARIES BE LIABLE TO YOU FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING (BUT NOT LIMITED TO) DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE PROPERTY, ARISING OUT OF OR RELATING TO ANY ACCESS OR USE OF THE INTERFACE, NOR WILL WE BE RESPONSIBLE FOR ANY DAMAGE, LOSS, OR INJURY RESULTING FROM HACKING, TAMPERING, OR OTHER UNAUTHORIZED ACCESS OR USE OF THE INTERFACE OR THE INFORMATION CONTAINED WITHIN IT. WE ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY: (A) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (B) PERSONAL INJURY OR PROPERTY DAMAGE, OF

ANY NATURE WHATSOEVER, RESULTING FROM ANY ACCESS OR USE OF THE INTERFACE; (C) UNAUTHORIZED ACCESS OR USE OF ANY SECURE SERVER OR DATABASE IN OUR CONTROL, OR THE USE OF ANY INFORMATION OR DATA STORED THEREIN; (D) INTERRUPTION OR CESSATION OF FUNCTION RELATED TO THE INTERFACE; (E) BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH THE INTERFACE; (F) ERRORS OR OMISSIONS IN, OR LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF, AND ANY CONTENT MADE AVAILABLE THROUGH THE SERVICES. UNDER NO CIRCUMSTANCES SHALL WE OR ANY OF OUR OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, AFFILIATES, OR SUBSIDIARIES BE LIABLE TO YOU FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES, OR COSTS IN AN AMOUNT EXCEEDING THE AMOUNT YOU PAID TO US IN EXCHANGE FOR ACCESS TO AND USE OF THE INTERFACE, OR USD\$100.00, WHICHEVER IS GREATER. THIS LIMITATION OF LIABILITY APPLIES REGARDLESS OF WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITY. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of certain liabilities and damages. Accordingly, some of the disclaimers and limitations set forth in this Agreement may not apply to you. Otherwise, this limitation of liability shall apply to the fullest extent permitted by law.

DISPUTE RESOLUTION

We will use our best efforts to resolve any potential disputes through informal, good faith negotiations. If a potential dispute arises, you must contact us by sending an email to hello@vent.africa so that we can attempt to resolve it without resorting to formal dispute resolution. If we aren't able to reach an informal resolution within sixty days of your email, then you and we both agree to resolve the potential dispute according to the process set forth below.

Any claim or controversy arising out of or relating to the Services, this Agreement, or any other acts or omissions for which you may contend that we are liable, including (but not limited to) any claim or controversy as to arbitrability ("Dispute"), shall be finally and exclusively settled by arbitration under the Arbitration and Conciliation Act Cap A18 LFN 2004. You understand that you are required to resolve all Disputes by binding arbitration. The arbitration shall be held on a confidential basis before a single arbitrator, who shall be selected pursuant to Arbitration and Conciliation Act Cap A18 LFN 2004. The arbitration will be held in Lagos, Nigeria unless you and we both agree to hold it elsewhere. Unless we agree otherwise, the arbitrator may not consolidate your claims with those of any other

party. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

Class Action

You must bring any and all Disputes against us in your individual capacity and not in any purported class action, collective action, or other representative proceedings. This provision applies to class arbitration.

GOVERNING LAW

You agree that the Laws of the Federation of Nigeria (LFN), without regard to principles of conflict of laws, govern this Agreement and any Dispute between you and us. You further agree that the Services shall be deemed to be based solely in Nigeria and that although the Services may be available in other jurisdictions, its availability does not give rise to general or specific personal jurisdiction in any forum outside Nigeria. Any arbitration conducted pursuant to this Agreement shall be governed by the Arbitration and Conciliation Act, Cap A18 LFN 2004. You agree that the Court is the proper forum for any appeals of an arbitration award or for court proceedings in the event that this Agreement's binding arbitration clause is found to be unenforceable.

MISCELLANEOUS

No failure of the Company to exercise, or delay by the Company in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

SEVERABILITY

If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

HEADINGS

Headings and titles of sections, clauses, and parts in this Agreement are for convenience only. Such headings and titles shall not affect the meaning of any provisions of the Agreement.

NO AGENCY, PARTNERSHIP OR JOINT VENTURE

No agency, partnership, or joint venture has been created between you and the Company as a result of this Agreement. You do not have any authority of any kind to bind the Company in any respect whatsoever.

ASSIGNMENT

You shall not assign or delegate any of your rights or obligations under this Agreement without the prior written consent of the Company. Any purported assignment or delegation in violation of this Section shall be deemed null and void. No assignment or delegation shall relieve you of any of your obligations hereunder. The Company may freely assign or delegate its rights and obligations under this Agreement at any time. Subject to the limits on assignment stated above, this Agreement will inure to the benefit of, be binding on, and be enforceable against each of the parties hereto and their respective successors and assigns.

ENTIRE AGREEMENT

These terms constitute the entire agreement between you and us with respect to the subject matter hereof. This Agreement supersedes any and all prior or contemporaneous written and oral agreements, communications and other understandings (if any) relating to the subject matter of the terms.

All feedback, comments, requests for technical support, and other communications relating to the Services should be directed to <https://vent.africa/support>