

UNIFIED CO-OPERATIVE PLATFORM (“UCP”) END-USER LICENSE AGREEMENT

PLEASE READ CAREFULLY BEFORE ACCEPTING THE TERMS AND CONDITIONS STATED BELOW

This end-user licence agreement (**EULA**) is between you (**End-user**) and CWG PLC of Plot 54A, Block 10, Rufus Giwa Street, off Adebayo Doherty Road, off Admiralty Way, Lekki Phase 1, Lagos, Nigeria (**Licensor, us or we**) for the Unified Co-operative Platform (“UCP”)

We licence the use of UCP to you on the basis of this EULA and subject to any rules or policies applied by CWG Plc (“CWG”), located at <https://coopplatform.com.ng>

System Requirements: The UCP requires an internet browser and internet access

Important notice:

- A. By clicking on the "Accept" button below you agree to the terms of the licence which shall bind you.
- B. If you do not agree to the terms of this licence, we will not license the platform to you.
- C. **You are entitled to print a copy of this EULA for future reference.**

AGREED TERMS

1. ACKNOWLEDGEMENTS

- 1.1 The terms of this EULA apply to any of the services accessible through the UCP, including any updates or supplements to the UCP or any Service, unless they come with separate terms, in which case those terms shall apply.
- 1.2 We may change these terms at any time by sending you a notification with details of the change. The new terms may be displayed on-screen and you may be required to read and accept them to continue your use of the Services. Depending on the update, you may not be able to use the Services until you have accepted the new terms.
- 1.3 You may be charged by your service providers for internet access while using any of the Services on UCP. You accept responsibility in accordance with the terms of this EULA for the use of UCP or any Service. .
- 1.4 By using any of the Services on UCP, you consent to us collecting and using technical information about related software, hardware and peripherals for Services that are internet-based or wireless to improve our products and to provide any Services to you.
- 1.5 The UCP Service may contain links to other independent third-party websites (**Third-party Sites**). Third-party Sites are not under our control, and we are not responsible for and do not endorse their content or their privacy policies (if any). You will need to make your own independent judgement regarding your interaction with any Third-party Sites, including the purchase and use of any products or services accessible through them.

- 1.6 Any words following the terms **including, include, in particular** or **for example** or any similar phrase shall be construed as illustrative and shall not limit the generality of the related general words.
- 1.7 By clicking accept, you hereby grant access to the data of your cooperative
- 1.8 Access to the UCP is granted only when you pay an agreed yearly subscription fee to CWG
- 1.9 Subscription fees should be paid directly to CWG and not to any individual or agent

2. PAYMENT TERMS

- 2.1 The yearly subscription fee has been configured on the UCP which shall be visible to you, this will be paid directly to CWG before access is granted to the UCP
- 2.2 Payment shall be made directly through the UCP and receipt sent to your registered email
- 2.3 Subscription fees should be paid directly to CWG and not to any individual or agent
- 2.4 All direct payments from 3rd party financial institutions shall attract a convenience fee of N100 per transaction
- 2.5 All 3rd party payment received by your co-operative through the UCP is subject to a 1.5% (to the maximum of N2, 000) reduction in the amount as processing fee

3. GRANT AND SCOPE OF LICENCE

- 3.1 In consideration of you agreeing to abide by the terms of this EULA, we grant you a non-transferable, non-exclusive licence to use the Services on the UCP subject to the terms incorporated into this EULA by reference. We reserve all other rights.
- 3.2 You may Use the platform and documents downloaded for cooperative operational and regulatory use.

4. LICENCE RESTRICTIONS

Except as expressly set out in this EULA or as permitted by law, you agree:

- (a) not to copy Documents except where such copying is incidental to normal use of UCP, or where it is necessary for the purpose of back-up or operational security;
- (b) not to rent, lease, sub-license, loan, translate, merge, adapt or transfer your rights or license to a third party without the written consent of CWG
- (c) not to, decompile, reverse-engineer or create derivative works based on the whole or any part of the UCP or attempt to do any such thing except to the extent that such actions cannot be prohibited as they are essential for the purpose of achieving inter-operability of the UCP with another software program, and provided that the information obtained by you during such activities:

- (i) is used only for the purpose of achieving inter-operability of UCP with another software program;
- (ii) is not unnecessarily disclosed or communicated without our prior written consent to any third party; and
- (iii) is not used to create any software that is substantially similar to UCP;
- (d) to keep all copies of information obtained while using the services on UCP secure and to maintain accurate and up-to-date records all the time ;
- (e) to include our copyright notice on all entire and partial copies you make from using UCP
- (f) not to provide or otherwise make available the UCP in whole or in part (including object and source code), in any form to any person outside your co-operative without prior written consent from us; and
- (g) to comply with all technology control or export laws and regulations that apply to the technology used or supported by the Service (**Technology**),

5. ACCEPTABLE USE RESTRICTIONS

You must:

- (a) not use UCP or any Service in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this EULA, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, including viruses, or harmful data, into UCP any Service or any operating system;
- (b) not infringe our intellectual property rights or those of any third party in relation to your use of UCP Service(to the extent that such use is not licensed by this EULA);
- (c) not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of UCP or any related Service;
- (d) not use UCP or any related Service in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and
- (e) not collect or harvest any information or data from any Service or our systems or attempt to decipher any transmissions to or from the servers running any Service.

6. INTELLECTUAL PROPERTY RIGHTS

6.1 You acknowledge that all intellectual property rights on UCP, in the Documents and the Technology anywhere in the world belong to us or our licensors, that rights in UCP are licensed (not sold) to you, and that you have no rights in, or to UCP, the Documents or the Technology other than the right to use each of them in accordance with the terms of this EULA.

6.2 You acknowledge that you have no right to have access to UCP in source-code form.

7. NO WARRANTY OR SUPPORT

- 7.1 You expressly acknowledge and agree that use of UCP, its Documents and Services provided is at your sole risk.
- 7.2 We do not warrant against interference with your enjoyment of the UCP or Documents, that the functions contained on UCP and Services will meet your requirements, that the operation of the UCP Services will be uninterrupted or error-free, or that defects on UCP and the Services will be corrected.

8. LIMITATION OF LIABILITY

- 8.1 You acknowledge that UCP has not been developed to meet your individual requirements but for cooperatives in general, and that it is therefore your responsibility to ensure that the facilities and functions of UCP as described in the Documents meet your requirements.
- 8.2 We only supply UCP and Documents for your cooperative's private use. You agree not to use UCP and its Documents for any commercial, business or resale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 8.3 All fees paid for the use of the platform shall be non-refundable
- 8.4 CWG shall not be responsible for any money or fees paid to a third party that isn't a CWG authorized account.

9. TERMINATION

- 9.1 We may terminate this EULA immediately by written notice to you:
- (a) if you commit a material or persistent breach of this EULA which you fail to remedy (if remediable) within 14 days after the service of written notice requiring you to do so;
 - (b) if you breach any of the Licence Restrictions or the Acceptable Use Restrictions; and
 - (c) on thirty (30) days' notice if you refuse to make or renew payment based on the payment terms agreed upon.
- 9.2 On termination for any reason:
- (a) all rights granted to you under this EULA shall cease;
 - (b) you must immediately cease all activities authorised by this EULA;
 - (c) you must immediately destroy all copies of obtained when using any of the Services on UCP and Documents then in your possession, custody or control and certify to us that you have done so.

10. COMMUNICATION BETWEEN THE PARTIES

- 10.1 If you wish to contact us in writing, or if any condition in this EULA requires you to give us notice in writing, you can send this to us by e-mail at support.cooperative@cwq-plc.com
- 10.2 We will confirm receipt of this by contacting you in writing, normally by e-mail.
- 10.3 If we have to contact you or give you notice in writing, we will do so by e-mail to the email address you provide to us in your request for the UCP.

11. EVENTS OUTSIDE OUR CONTROL

- 11.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this EULA that is caused by any act or event beyond our reasonable control, including failure of public or private telecommunications networks (**Event Outside Our Control**).
- 11.2 If an Event Outside Our Control takes place that affects the performance of our obligations under this EULA:
- (a) our obligations under this EULA will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control; and
 - (b) we will use our reasonable endeavours to find a solution by which our obligations under this EULA may be performed despite the Event Outside Our Control.

12. OTHER IMPORTANT TERMS

- 12.1 We may transfer our rights and obligations under this EULA to another organisation, but this will not affect your rights or our obligations under this EULA.
- 12.2 You may only transfer your rights or obligations under this EULA to another person if we agree in writing.
- 12.3 If we fail to insist that you perform any of your obligations under this EULA, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 12.4 Each of the conditions of this EULA operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.
- 12.5 Please note that this EULA, its subject matter and its formation, are governed by Nigerian law.
- 12.6 In the event of any allegation of breach or question of interpretation relating to the Agreement or any other dispute in respect thereof the parties shall meet and negotiate in good faith to settle the matter amicably. If the parties are unable to settle the matter by Negotiation, within 30 (thirty) days of the declaration of such dispute, then, upon notice by either party to the other, the disputes, claims, questions or differences shall be

referred to confidential mediation. Failing the ability of the parties to resolve the dispute through mediation, the dispute shall be submitted to arbitration. The arbitration proceeding shall be conducted in Lagos, Nigeria in English language and shall be governed by the Arbitration and Conciliation Act, Cap A18 Laws of the Federation of Nigeria, 2004 or any replacement thereof. The Arbitral Tribunal shall consist of a sole Arbitrator to be appointed mutually by the parties or failing which, by the Chairman, Chartered Institute of Arbitrators, UK (Nigeria Branch). The Arbitral Tribunal shall resolve the question submitted, award the relief to which each party may be entitled and allocate the costs of arbitration. The arbitration award issued by the Arbitral Tribunal shall be, final and binding on the parties, and fully enforced by any court having jurisdiction over the necessary party or its assets.