

Last Updated: 17 July,2024

Lohli Terms of Use

The Terms and Conditions herein contained (the “Terms”) constitutes a binding agreement between you (“User”) whether accessed personally or by proxy and The DD Affiance Project Limited (“Our Company or “We”) the parent company and operators of **Lohli** as well as any other media form, media channel, website, web or mobile application related, linked, or otherwise connected thereto (collectively, the “Application”).

Certain Definitions

- a) **“Application”** means the Lohli Application including any other media form, media channel, website, web or mobile application related, linked, or otherwise connected.
- b) **“Advertiser”** means the user distributing Advertisements on the Application.
- c) **“Advertisement”** means video distributed on the Application, from which watchers can earn shekels.
- d) **“Marks”** mean trademarks, service marks, and logos contained in the Application.
- e) **“Property”** means the source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the Application.
- f) **“Shekels”** is the currency of exchange within the Application. It is the consideration received for watching Advertisements.
- g) **“Sling”** is the wallet where Shekels are stored.
- h) **“Tribes”** is the entire economic ecosystem of the world broken down into Twelve (12) categories.
- i) **“User”** means the person accessing and using the Application
- j) **“Watcher”** means the user watching advertisements to earn shekels.

1. **Agreement to Terms**

By accepting the Terms at the point of signing up on the Application, the Terms become legally binding on you. You also represent that you have carefully read and you properly understand the Terms. Where you do not agree with any provision of the Terms or any alteration or amendment thereto for whatever reason, you are advised to refrain from signing up or immediately deactivating your account.

Your use of the Application is contingent upon the Terms, **Privacy Policy**, **Sensitive Content Policy** and other policies. Please ensure you read and understand our Privacy Policy carefully. You agree to be bound by our Privacy Policy, Sensitive Content Policy and other policies not specifically included in the Terms but available on the Application.

2. Age Restriction

We do not accommodate minors on the Application. As a User, you represent that you are at least 18 years of age and that you are mentally and legally capable to be bound by the Terms.

3. Account

- 3.1. It is mandatory to create an account on the Application and you shall be required to provide us with private and confidential information in line with our Privacy Policy. You understand that you are responsible for providing us with accurate information and you are also required to keep your personal information including bank account and In-Application transaction details safe. You must ensure that you do not disclose your Lohli Personal Identification Number (PIN) to any other party. We shall not be liable for any loss of Shekels or Naira-equivalent for any security breach on your account as a result of your negligence.
- 3.2. Where there is any issue with the security of your account, kindly contact us immediately for assistance. We reserve the right to suspend, delete or alter your account in line with our Sensitive Content Policy and subject to our sole discretion.
- 3.3. You agree that your account shall be a Tier 1 account with limited allowable transactions until you have completed the “Know Your Customer” (KYC) verification required of you.
- 3.4. There are twelve (12) Tribes on the Application. As a Watcher, it is mandatory for you to select a minimum of three (3) Tribes at the point of registration. You may alter your Tribes membership as you deem fit.
- 3.5. You understand that you will be unable to alter some of the private information you provide upon registration on the Application, this shall include but not be limited to your username, full name and biographical information, bank account details, National Identification Number (NIN) and Bank Verification Number (BVN). This is to ensure that your account is safe and secure at all times. Where you unavoidably need to alter your information, you should contact our support team for assistance. We shall confirm the genuineness and authenticity of your request, and we shall assist you accordingly.

4. Funds and Disbursement

You agree that we shall deduct a Platform Service Fee equivalent to **thirty percent (30%)** of the total value of funds loaded on the Application by you to fund your advertisements. The remaining funds shall be credited to your sling and you can now fund your advertisement from your sling balance. You understand that you shall have the sole discretion to determine the value of what is earned each time your advertisement is watched. However, the minimum earning allowable for an advertisement is **ten (10) Naira**. Your advertisement shall be distributed randomly among users and shall automatically cease to be distributed once the funds you disbursed for its distribution is exhausted. There is no limit to the number of advertisement you can distribute at a single time.

5. **Earning and Withdrawals**

- 5.1. You shall complete an advertisement before you can successfully earn Shekels from such advertisement. Before you can complete an advertisement and earn from it, you must successfully answer questions displayed at the end of the advertisement. You understand that you cannot earn from an advertisement you have earlier earned from until the expiration of *three (3) days* from the date you first earned from it.
- 5.2. The Shekels you earn shall be stored in your Sling and you may withdraw the Naira equivalent of your Shekels as you deem fit provided that the minimum Shekel you can withdraw is one (1) Shekel. You can also use your Shekel to carry out other transactions allowable in the Application.
- 5.3. The Naira equivalent of the Shekel you choose to withdraw shall be credited to the bank account associated with your account. You understand that we reserve the right to determine the value of Shekel and its Naira equivalent at all times and subject to our sole discretion without notice to you.

6. **Intellectual Property**

- 6.1. We have sole and absolute proprietary ownership of the Application and the Property. The Marks are also owned or controlled by us or licensed to us, and are protected by copyright and trademark laws and various other intellectual property laws applicable in the Federal Republic of Nigeria and other relevant jurisdictions.
- 6.2. No part of the Property or the Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or exploited for any commercial purpose whatsoever, without the consent of Our Company first had and obtained.
- 6.3. All intellectual property rights in the advertisement you upload on the Application remains your property or that of your licensors, affiliates or partners as the case may be and remains your exclusive property in perpetuity.

7. **Advertisement and Grant of License**

- 7.1. You understand that your advertisement can only be successfully uploaded when your Sling has been sufficiently funded and once the fund is exhausted, the advertisement shall cease to be distributed and shall no longer be available for consumption by other Users.
- 7.2. Upon the successful upload of the advertisement on the Application, you grant to us a worldwide, non-exclusive, royalty-free licence to use the uploaded advertisement (including to reproduce, distribute, modify, display and alter it) for the purpose of operating, promoting, and improving the Application until the advertisement is taken down from the Application. You also grant to other Users on the Application, the right to access your uploaded advertisement and to earn from watching the advertisements.

- 7.3. You reserve the right to delete your advertisement as you deem fit. We also reserve the right to suspend or delete the advertisement in line with our Sensitive Content Policy.

8. **Representation and Warranties**

As a User of the Application, you hereby warrant and represent that:

- a) you are at least 18 years of age;
- b) you are a Nigerian citizen or a lawful resident;
- c) all information provided is true and accurate to the best of your knowledge;
- d) you have the legal capacity to be bound by the Terms;
- e) you will not access the Application through automated or non-human means, whether through a bot, script, or other similar means;
- f) you will not use the Application to perpetrate crime or be involved in unauthorized activities; and
- g) you will not use the Application in a way that violates any law or regulation in force in any jurisdiction.

9. **Unauthorised, Prohibited and Restricted Activities**

You shall not:

- a) publish false reviews or false comments on any Tribe, advertisement or on any User or Watcher's profile for the purpose of sabotaging their business endeavors or for the furtherance of any sinister motive or purpose;
- b) use abusive, racist or derogatory words on the Application;
- c) retrieve data, Property or Marks from the Application to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission of Our Company;
- d) make any unauthorized use of the Application, including collecting data and information of Users by electronic or other means for the purpose of sending unsolicited email, or initiating transactions by automated means or under false pretences;
- e) circumvent, disable, or otherwise interfere with security-related features of the Application, including features that prevent or restrict the use or copying of any Property or enforce limitations on the use of the Application and/or the Property contained therein;
- f) make improper use of our support services, submit false reports of abuse or misconduct;
- g) unlawfully interfere with, disrupt, or create an undue burden on the Application or the networks or services connected to the Application;

- h) impersonate or attempt to impersonate any User on the Application;
- i) use any information obtained from the Application in order to harass, abuse, or harm another person or corporate organization;
- j) decipher, decompile, disassemble, or reverse engineer any of the codes, designs, database, functionality or other proprietary components comprising or in any way making up a part of the Application;
- k) harass, annoy, intimidate, or threaten any of Our Company's employees or agents engaged in providing any portion of the services on the Application to you;
- l) disparage, tarnish, sabotage, attack or otherwise harm the Application; and
- m) use the Application in a manner inconsistent with any applicable laws or regulations.

10. **Account Suspension and Deactivation**

- 10.1. You may decide to stop using the Application at any time. You may deactivate your account by contacting our support team. Subject to the provisions of our Sensitive Content Policy, we reserve the right to suspend or deactivate your account where subject to our overriding discretion, your conduct or use of the Application breaches the Terms or any of our policies. You may appeal our decision to suspend or deactivate your account by filing a complaint with our Support Team. We shall review your claims and revert as we deem appropriate.
- 10.2. Where your account is suspended or permanently deactivated, we shall at the earliest time convenient for us of such suspension or deletion, ensure that the Naira equivalent of the Shekels in your sling is credited to the bank account associated with your account. Our inadvertent failure or omission to credit your account as stated within this clause shall not constitute a breach of the Terms.

11. **Anti-Money Laundering**

- 11.1. We have zero tolerance for fraud and money laundering activities. Therefore, you warrant that the monies loaded, disbursed and withdrawn from your account are not proceeds of crime or fraudulent activities either perpetrated in the Federal Republic of Nigeria or other jurisdictions.
- 11.2. Where we discover or suspect that your account is being used to facilitate or engage in money laundering activities, or that you are using our Application in ways or manners that are in contravention of anti-money laundering laws and regulations applicable in the Federal Republic of Nigeria or elsewhere, we shall immediately freeze and restrict all transactions on your account. We shall also with or without notice to you report your activities to the relevant authorities. You undertake to indemnify us against any loss, damages or expenses that we may incur as a result of such activities.

12. **Disclaimer**

- 12.1. We are committed to ensuring that your use of the Application is seamless and without glitch at all times. However, We do not assure, guarantee, represent or warrant that your use of the Application will always be uninterrupted, timely, or error free.
- 12.2. Therefore, We disclaim all warranties, express or implied, in connection with the Application and your use thereof, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. We make no warranties or representations about the accuracy or completeness of the Application's content or the content of any websites linked to the Application and We will assume no liability or responsibility for:
 - a) any errors, mistakes, or inaccuracies of Property and materials;
 - b) personal injury or property damage, of any nature whatsoever, resulting from your access to and use of the Application;
 - c) any unauthorized access to or use of our secure servers and/or any and all personal information and/or financial information stored therein;
 - d) any interruption or cessation of transmission to or from the Application;
 - e) any fraudulent or criminal acts perpetrated on the Application by fraudsters;
 - f) any bugs, viruses, trojan horses, or the like which may be transmitted to or through the Application by any third party, and
 - g) any errors or omissions in any Property and materials or for any loss or damage of any kind incurred as a result of the use of any advertisement or content posted, transmitted, or otherwise made available via the Application.

13. **Indemnification**

- 13.1. You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of:
 - a) the advertisement;
 - b) your use of the Application;
 - c) your breach of the Terms;
 - d) any breach of your representations and warranties contained in the Terms ; and
 - e) your violation of the rights of a third party, including but not limited to intellectual property rights;
- 13.2. Notwithstanding anything to the contrary in this clause, We reserve the right, at your expense, to assume the exclusive defence and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defence of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it

14. **Limitation of Liability**

TO THE FULL EXTENT PERMITTED BY LAW, NO DIRECTOR, OFFICER, EMPLOYEE, AGENT, PARTNER, REPRESENTATIVE, AFFILIATE OR SUBSIDIARY OF OUR COMPANY SHALL BE LIABLE TO YOU OR ANY THIRD PARTY FOR THE SERVICES, INABILITY TO USE THE SERVICES, OR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFIT, LOSS OF REVENUE, LOSS OF DATA, GOODWILL, INTANGIBLE LOSSES OR OTHER DAMAGES ARISING FROM YOUR USE OF THE APPLICATION, WHETHER OR NOT YOU OR OUR COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES WHICH ARISE OUT OF OR ARE IN ANY WAY CONNECTED WITH THE TERMS ,THE ADVERTISEMENT, PROPERTY OR ANY EVENT BEYOND OUR REASONABLE CONTROL

WE SHALL NOT BE LIABLE FOR ANY DELAYED PAYMENTS AND WE SHALL NOT BEAR LIABILITY FOR THE INABILITY TO COMPLETE ANY PAYMENT INSTRUCTION OR TRANSACTIONAL INSTRUCTION.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE TERMS, OUR LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO AND SHALL NOT EXCEED THE AMOUNT DISBURSED BY YOU TO DISTRIBUTE YOUR ADVERTISEMENT.

15. **Alteration and Amendment**

We reserve the right to amend, alter or update the Terms without notice to you from time to time. We have the exclusive right in our sole discretion to make changes to or modify the Terms at any time without any reason whatsoever. You have the responsibility to regularly review the Terms and keep yourself abreast of it at all times.

16. **Severability and Survival**

In the event that any provision of the Terms shall be held to be invalid, illegal or unenforceable, the remaining provisions shall continue in full force and effect as if the Terms had been accepted with the invalid, illegal or unenforceable provisions eliminated. In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purposes of the Terms, yourself and Our Company shall immediately commence good faith negotiations to remedy such invalidity.

17. **Dispute Resolution**

In the event of any dispute arising directly or indirectly from the Terms, you shall contact our support team for resolution. Our support team shall resolve the dispute with you or shall escalate it appropriately within Our Company. We shall work together with you to resolve such dispute by negotiation between yourself and Our Company in good

faith and with a view to reaching a negotiated resolution between yourself and Our Company with whatever means we deem appropriate, including the use of technical, legal, accounting or other experts. Where such efforts yield no result, any and all disputes that may arise between us under or in connection with the Terms shall be submitted to mediation at the Lagos Multi-Door Courthouse (LMDC).

18. **Applicable Law**

The Terms shall be governed by and construed and interpreted in accordance with the substantive laws of the Federal Republic of Nigeria