### TERM OF USE

Welcome to <u>www.guardsworld.com</u>. Please read and understand the following basic rules ("terms of use") that govern your use of this site; and please note that your use of our site constitutes your acceptance of these terms of use and your agreement to be bound by them.

### 1. Our services:

Our mission is to give guards the opportunity to advertise themselves and to give the employers of guards the opportunity to profile guards that are on this platform before they are employed. The rationale behind this is to curb insecurity and as much as possible, prevent infiltration of established guards by unknown persons.

As expected, basic information about certified guards could be accessed on this site to enable wouldbe employers have ideas of places they have been; who they have worked with and possibly ascertain, via calls to previous employers, the conduct and behaviours of guards sought to be employed.

Whilst it gives guard opportunity to showcase themselves to the world, and connect them to the organisations they love to work with; it also provides a platform for CSOs to discover guards and security outfits that are of interest to them.

In these days of insecurity, the greatest risk an establishment may take is to accept anybody detailed to it by any security outfit, to work as guard in its establishment without knowing a thing or two about the said guard.

The overall aim of guardworld is to combat insecurity and protect and support the effort of the Federal Government in the fight against insurgency and insecurity in Nigeria. We have employed a dedicated team to develop technical systems to detect misuse of the site. If we learn of content or conduct that undermines the afore-stated aim, we take appropriate action to deal with it.

We have developed technologies to provide safe and functional site for everyone; so that people can use the site safely regardless of geographic location; yet, we are constantly researching and collaborating with others to improve the site.

It is important to note that guards do not simply upload their data on this site; they are required to undergo basic trainings and certifications. In other words, every guard on this site is presumed to have been certified unless there is information to the contrary. It is equally important to note however, that the decision to use a particular guard is entirely that of the hirer. Under no circumstance will Guardsworld be liable to you or anyone for any lost profits, revenues,

information, or data, or consequential, special, indirect, exemplary, punitive, or incidental damages arising out of or related to the hiring of guards.

# 2. Our Data Policy and Your Privacy Choices;

To provide these services as stated in number one above, we must collect and use your personal data.

What kinds of information do we collect?

To use our site, we must process information about you. It includes information and content you provide when you sign up for an account, create or share content, and message or communicate with others. They include your name, sex, educational background, work experience, current location, phone numbers and so on. We collect information about the people, gurantors and groups you are connected to and how you interact with them across our Site, such as people you communicate with the most or groups you are part of. We also collect contact information if you choose to upload, sync or import it from a device (such as an address book or call log or SMS log history), which we use for things like helping you and others find security guards to be hired or security outfits that might want to hire you.

However, you can choose to provide information in your profile fields about your religious views, political views, who you are "interested in," or your health. This and other information (such as ethnic origin, philosophical beliefs or trade union membership) are not compulsory.

We also receive and analyze content, communications and information that other people provide when they use our Site.

How do we use this information?

We use the information we have as described below;

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- To develop, test and improve our site, including by conducting surveys and research, and testing and troubleshooting new Site and features.
- (including information about your interests, actions and connections) to select offers and other sponsored content that we show you.
- To verify accounts and activity, combat harmful conduct, detect and prevent spam and other bad experiences, maintain the integrity of our site, and promote safety and security on and off the site. For example, we use data we have to investigate suspicious activity or violations of our terms or policies, or to detect when someone needs help.
- To send you marketing communications or adverts or things that might interest you.

How is this information shared?

Basic information about you can be seen by anyone, on or off our site, including if they don't have an account with Guardsworld.

How can I manage or delete information about me?

Except information pertaining to your name, passport and work experience, we provide you with the ability to access, rectify port and erase your data.

We store data until it is no longer necessary to provide our services or until your account is deleted - whichever comes first. When you delete your account, we delete things you have posted, such as your photos and status updates, and you won't be able to recover that information later. Information that others have shared about you isn't part of your account and won't be deleted. If you don't want to delete your account but want to temporarily stop using the site, you can deactivate your account instead.

How do we respond to legal requests or prevent harm?

We access, preserve and share your information with regulators, law enforcement or others:

- In response to a legal request (like a search warrant, court order or subpoena) if we have a good faith belief that the law requires us to do so.
- When we have a good-faith belief it is necessary to: detect, prevent and address fraud, unauthorized use of the site, violations of our terms or policies, or other harmful or illegal activity; to protect ourselves (including our rights, property or Site), you or others, including as part of investigations or regulatory inquiries; or to prevent death or imminent bodily harm. We also retain information from accounts disabled for terms violations for at least a year to prevent repeat abuse or other term violations.

How will we notify you of changes to this policy?

We'll notify you before we make changes to this policy and give you the opportunity to review the revised policy before you choose to continue using our site.

# 3. Your Commitments to Guardsworld and to Nigeria:

- (a) You hereby undertake to:
  - Use the same name that you use in everyday life.
  - Provide accurate information about yourself.
  - Create only one account (your own) and use your timeline for personal purposes.
  - Not share your password, give access to your Guardsworld account to others, or transfer your account to anyone else (without our permission).

- Not be less than 18 years old
- not be standing trial for an offence or a convicted felon
- not have been involved in a robbery or similar crimes
- not to be a member of any terrorist group
- (b) You AGREE not to engage in the conduct described below (or to facilitate or support others in doing so):
  - You shall not use our site to do or share anything:
    - That violates these Terms, our Standards and other terms and polices that apply to Guardsworld
    - That is unlawful, misleading, discriminatory or fraudulent.
    - That infringes or violates someone else's rights.
  - You shall not upload viruses or malicious code or do anything that could disable, overburden, or impair the proper working or appearance of our Site.
  - You shall not access or collect data from our site using automated means (without our prior permission) or attempt to access data you do not have permission to access.

We can remove content you share in violation of these provisions and, if applicable, we may take action against you.

## 4. Limits on using our intellectual property

If you use content covered by intellectual property rights that we have and make available in our Site (for example, images, designs, videos, or sounds we provide that you add to content you create or share on Guardsworld), we retain all rights to that content (but not yours). You can only use our copyrights or trademarks as expressly permitted by us or with our prior written permission. You must obtain our written permission (or permission under an open source license) to modify, create derivative works of, decompile, or otherwise attempt to extract source code from us.

# 5. Additional Provisions:

a. Updating our Terms

We work constantly to improve our services and develop new features to make our Site better for you and our community. As a result, we may need to update these Terms from time to time to accurately reflect our services and practices. Unless otherwise required by law, we will notify you before we make changes to these Terms and give you an opportunity to review them before they go into effect. Once

any updated Terms are in effect, you will be bound by them if you continue to use our Site. We hope that you will continue using our Site, but if you do not agree to our updated Terms and no longer want to be a part of the Guardsworld community, you can delete your account at any time.

## b. Account suspension or termination

We want Guardsworld to be a place where people feel welcome and safe to market themselves or look for guards. If we determine that you have violated our terms or policies, we may take action against your account to protect our community and services, including by suspending access to your account or disabling it. We may also suspend or disable your account if you create risk or legal exposure for us or when we are permitted or required to do so by law. Where appropriate, we will notify you about your account the next time you try to access it.

## c. Limits on liability

GUARDSWORLD IS NOT VOUCHING FOR THE CHARACTER OF ANY GUARD AND DOES NOT ADMIT TO ANY LIABILITY WHATSOEVER ARISING FROM EMPLOYMENTS OF GUARDS. We do not control or direct what people and others do or say, and we are not responsible for their actions or conduct (whether online or offline) or any content they share (including offensive, inappropriate, obscene, unlawful, and other objectionable content).

We also DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

We cannot predict when issues might arise with our Site. Accordingly, our liability shall be limited to the fullest extent permitted by applicable law, and under no circumstance will we be liable to you for any lost profits, revenues, information, or data, or consequential, special, indirect, exemplary, punitive, or incidental damages arising out of or related to these Terms or the Guardsworld Site, even if we have been advised of the possibility of such damages.

#### 6. Disputes:

Any dispute arising here from shall be resolved in accordance with Nigerian laws.

#### 7. Others:

- a. If any portion of these Terms is found to be unenforceable, the remaining portion will remain in full force and effect. If we fail to enforce any of these Terms, it will not be considered a waiver. Any amendment to or waiver of these Terms must be made in writing and signed by us.
- b. You will not transfer any of your rights or obligations under these Terms to anyone else without our consent.
- c. These Terms do not confer any third-party beneficiary rights. All of our rights and obligations under these Terms are freely assignable by us in connection with a merger, acquisition, or sale of assets, or by operation of law or otherwise.
- d. You should know that we may need to change the username for your account in certain circumstances (for example, if someone else claims the username and it appears unrelated to the name you use in everyday life).
- e. We always appreciate your feedback and other suggestions about our Site and services. But you should know that we may use them without any restriction or obligation to compensate you, and we are under no obligation to keep them confidential.
- f. We reserve all rights not expressly granted to you.
- 8. The above is effective from October 15, 2018.