

Important Information

You should carefully read the following Terms and Conditions (also referred to as the “Terms of Use”, “Terms of Service” or “TOS”). Your use of our service(s) implies that you have read and accepted these Terms and Conditions. The Website (all **Oceandiare Energy Ltd** websites may hereafter be referred to, individually and collectively, as “The Website”) from which you accessed this agreement is provided to you subject to the conditions listed below. These terms are in addition to any other terms that individual Website owners within **Oceandiare Energy Ltd** may include for governing access to their Websites.

Any Non-Human Visitors to these Websites shall be considered agents of the individual(s) who control, author, or otherwise make use of them. Such individual(s) shall be deemed responsible for the actions of their Non-Human Visitor devices in the same manner as if they visited the Website.

The access rights granted to you under the Terms Of Use are non-transferable without the express written permission of the owner of **Oceandiare Energy Ltd**. You are responsible for the actions of any other person who may utilize your access rights on the **Oceandiare Energy Ltd** Website.

Introduction

The following terms and conditions govern all use of **Oceandiare Energy Ltd’s** Website(s) and all content, services, and products available at or through the Website. The Website is offered subject to your acceptance without modification of all of the terms and conditions contained herein and all other associated operating rules and policies (including, without limitation, the **Oceandiare Energy Ltd** Privacy Policy).

Please read this Agreement carefully before accessing or using the **Oceandiare Energy Ltd** Website. By accessing or using any part of the Website, you agree to become bound by the terms and conditions of this agreement. If you do not agree to all the terms and conditions of this agreement, then you may not access the Website or use any services. If these terms and conditions are considered an offer by **Oceandiare Energy Ltd**, acceptance is expressly limited to these terms.

The Website is available only to individuals who are at least 18 years old. If you are not yet 18 years old, you must stop using the Website immediately or else provide **Oceandiare Energy Ltd** with written parental approval. Our basic products and services are free to both Website owners & individual users. However, we may offer some paid upgrades for advanced features such as domain hosting or extra disk space or bandwidth.

Our products and services are designed to give Website owners as much control and ownership over their site as possible and to encourage users/members to express themselves freely.

However, each site owner must be responsible for the content of their site. In particular, as a site owner, you must make certain that none of the prohibited items listed below appear on your site or get linked to from your site (things like spam, malware, viruses, or hate content).

SPECIAL LICENSE RESTRICTIONS FOR NON-HUMAN VISITORS

A special restriction on a visitor's license to access the Website applies to all Non-human visitors. Non-human visitors include but are not limited to, web spiders, bots, indexers, robots, crawlers, harvesters, or any other computer programs designed to access, read, compile, or gather content from the Website automatically.

Email addresses on the **Oceandiare Energy Ltd** domain are considered proprietary intellectual property. It is recognized that these email addresses are provided for human visitors alone. You acknowledge and agree that each email address the Website contains has a value not less than NGN 50,000. You further agree that the compilation, storage, and/or distribution of these addresses substantially diminish the value of these addresses. Intentional collection, harvesting, gathering, and/or storing of the Website's email addresses is recognized as a violation of this agreement and expressly prohibited.

Ownership

You do not claim intellectual property rights or exclusive ownership of any of our products or services, whether modified or unmodified. All products and services are the property of **Oceandiare Energy Ltd**. Our products and services are provided 'as is' without warranty of any kind, either expressed or implied. In no event shall our organization (or any business or individual associated with **Oceandiare Energy Ltd**) be liable for any damages including, but not limited to, direct, indirect, special, punitive, incidental or consequential, or other losses arising out of the use of or inability to use our products or services.

Responsibility of Contributors

If you operate a Website, comment on a Website, post material to the Website, post links on the Website, or otherwise make (or allow any third party to make) material available using the Website (any such material, 'Content'), You are entirely responsible for the content of, and any harm resulting from, that Content. That is the case regardless of whether the Content in question constitutes text, graphics, an audio file, computer software, or any other type of electronic content.

By making Content available, you represent and warrant that: the downloading, copying and use of the Content will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark or trade secret rights, of any third party; you have fully complied with any third-party licenses relating to the Content, and have done all things necessary to successfully pass through to end users any required terms; the Content does not contain or

install any viruses, worms, malware, Trojan horses or other harmful or destructive content; the Content is not spam, is not machine- or randomly-generated, and does not contain unethical or unwanted commercial content designed to drive traffic to third party sites or boost the search engine rankings of third party sites, or to further unlawful acts (such as phishing) or mislead recipients as to the source of the material (such as spoofing); the Content is not obscene, libelous, defamatory, hateful or racially bigoted, does not violate the privacy or publicity rights of any third party and is not otherwise unlawful; your site is not named in a manner that misleads your readers into thinking that you are another person or company.

For example, your site's URL or name is not the name of a person other than yourself or a company other than your own; and you have, in the case of Content that includes computer code, accurately categorized and/or described the type, nature, uses, and effects of the materials, whether requested to do so by **Oceandiare Energy Ltd** or otherwise.

By submitting Content to **Oceandiare Energy Ltd** for inclusion on the Website, you grant **Oceandiare Energy Ltd** a worldwide, royalty-free, and non-exclusive license to reproduce, modify, adapt, and publish the Content solely to display, distribute, and promote your site or Content. If you delete Content and advise **Oceandiare Energy Ltd**, **Oceandiare Energy Ltd** will use reasonable efforts to remove said Content from the Website (generally within two business days), but you acknowledge that caching and/or other references to the Content may not be made immediately unavailable.

Without limiting any of those representations or warranties, **Oceandiare Energy Ltd** has the right (though not the obligation) to, in **Oceandiare Energy Ltd's** sole discretion (i) refuse or remove any content that, in **Oceandiare Energy Ltd's** reasonable opinion, violates any **Oceandiare Energy Ltd** policy or is in any way harmful, unlawful or objectionable, or (ii) terminate or deny access to and use of the Website to any individual or entity for any reason, in **Oceandiare Energy Ltd's** sole discretion. **Oceandiare Energy Ltd** will have no obligation to provide a refund of any amounts previously paid.

Responsibility of Website Visitors

Oceandiare Energy Ltd has not reviewed, and cannot review, all of the material, including computer software, posted to the Website, and cannot, therefore, be responsible for that material's content, use, or effects. By operating the Website, **Oceandiare Energy Ltd** does not represent or imply that it endorses the material there posted, or that it believes such material to be accurate, useful, or non-harmful. You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content. Any user or site owner who finds content that is offensive, indecent, or otherwise objectionable, or content containing technical inaccuracies, typographical mistakes, or other errors has a responsibility to report such Content

to **Oceandiare Energy Ltd**. In the same way, anyone who discovers Content on the Website that contains material that violates the privacy or publicity rights, or infringes the intellectual property and other proprietary rights, of third parties, or the downloading, copying, or use of which is subject to additional terms and conditions, stated or unstated, must report the same to **Oceandiare Energy Ltd**. **Oceandiare Energy Ltd** disclaims any responsibility for any harm resulting from the use by visitors of the Website, or from any downloading by those visitors of content there posted.

Content Posted on Other Websites

We have not reviewed, and cannot review, all of the material, including computer software, made available through the Websites and web pages to which **Oceandiare Energy Ltd** links, and that link to **Oceandiare Energy Ltd**. **Oceandiare Energy Ltd** does not have any control over those non- **Oceandiare Energy Ltd** Websites and web pages and is not responsible for their contents or their use. By linking to a non- **Oceandiare Energy Ltd** Website or webpage, **Oceandiare Energy Ltd** does not represent or imply that it endorses such Website or webpage. You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content. **Oceandiare Energy Ltd** disclaims any responsibility for any harm resulting from your use of non- **Oceandiare Energy Ltd** Websites and web pages.

Copyright Infringement and DMCA Policy

As **Oceandiare Energy Ltd** asks others to respect its intellectual property rights, it respects the intellectual property rights of others. If you believe that material located on or linked to by **Oceandiare Energy Ltd** violates your copyright, you are encouraged to notify **Oceandiare Energy Ltd**. **Oceandiare Energy Ltd** will respond to all such notices, including as required or appropriate by removing the infringing material or disabling all links to the infringing material. In the case of a visitor who may infringe or repeatedly infringe the copyrights or other intellectual property rights of **Oceandiare Energy Ltd** or others, **Oceandiare Energy Ltd** may, at its discretion, terminate or deny access to and use of the Website. In the case of such termination, **Oceandiare Energy Ltd** will have no obligation to provide a refund of any amounts previously paid to **Oceandiare Energy Ltd**.

Intellectual Property (IP)

This Agreement does not transfer from **Oceandiare Energy Ltd** to you any **Oceandiare Energy Ltd** or third-party intellectual property, and all rights, title, and interest in and to such property will remain (as between the parties) solely with **Oceandiare Energy Ltd**. **Oceandiare Energy Ltd**, the **Oceandiare Energy Ltd** domain, the **Oceandiare Energy Ltd** logo, and all other trademarks, service marks, graphics, and logos used in connection with **Oceandiare Energy Ltd**, or the Website are trademarks or registered trademarks of **Oceandiare Energy Ltd** or **Oceandiare**

Energy Ltd's licensors. Other trademarks, service marks, graphics, and logos used in connection with the Website may be the trademarks of other third parties. Your use of the Website grants you no right or license to reproduce or otherwise use any **Oceandiare Energy Ltd** or third-party trademarks.

Changes

Oceandiare Energy Ltd reserves the right, at its sole discretion, to modify or replace any part of this Agreement. It is your responsibility to check this Agreement periodically for changes. Your continued use of or access to the Website following the posting of any changes to this Agreement constitutes acceptance of those changes. **Oceandiare Energy Ltd** may also, in the future, offer new services and/or features through the Website (including, the release of new tools, services, and resources). Such new features and/or services shall be subject to the terms and conditions of this Agreement.

Limitation of Liability

In no event will **Oceandiare Energy Ltd**, its suppliers or licensors, or any individuals associated with those entities, be liable concerning any subject matter of this agreement under any contract, negligence, strict liability, or other legal or equitable theory for (i) any special, incidental or consequential damages; (ii) the cost of procurement or substitute products or services; (iii) for interruption of use or loss or corruption of data; or (iv) for any amounts that exceed the fees paid by you to **Oceandiare Energy Ltd** under this agreement during the twelve (12) month period before the cause of action. **Oceandiare Energy Ltd** shall have no liability for any failure or delay due to matters beyond their reasonable control. The foregoing shall not apply to the extent prohibited by applicable law.

General Representation and Warranty

You represent and warrant that (i) your use of the Website will be in strict accordance with the **Oceandiare Energy Ltd** Privacy Policy, with this Agreement, and with all applicable laws and regulations (including without limitation any local laws or regulations in your country, state, city, or other governmental areas, regarding online conduct and acceptable content, and including all applicable laws regarding the transmission of technical data exported from the country in which you reside) and (ii) your use of the Website will not infringe or misappropriate the intellectual property rights of any third party.

Indemnification

You agree to indemnify and hold harmless **Oceandiare Energy Ltd**, its contractors, its licensors, and their respective directors, officers, employees, and agents from and against any claims and expenses, including attorney's fees, arising out of your use of the Website, including but not limited to out of your violation of this Agreement.

APPLICABLE LAW AND JURISDICTION

Each party agrees that any suit, action, or proceeding brought by such party against the other in connection with or arising from the Terms of Service (“Judicial Action”) shall be governed by the law of the state of residence of the registered Administrative Contact (the “Admin State”) for the Website as such laws are applied to agreements between Admin State residents entered into and performed entirely within the Admin State. You consent to the jurisdiction of federal and state courts within the Admin State. You consent to the venue in any action brought against him in connection with breaches of these Terms of Service. You consent to the electronic service of process regarding actions under the above agreement.

RECORDS OF VISITOR USE AND ABUSE

You consent to have your Internet Protocol address recorded. An email address may appear immediately below (the “Identifier”) if we suspect potential abuse. The Identifier is uniquely matched to your Internet Protocol address. Visitors agree not to use this address for any reason.

VISITORS AGREE THAT HARVESTING, GATHERING, STORING, TRANSFERRING TO A THIRD PARTY, OR SENDING ANY MESSAGE(S) TO THE IDENTIFIER CONSTITUTES AN ACCEPTANCE AND SUBSEQUENT BREACH OF THESE TERMS OF SERVICE.

Site Terms of Use Modifications

Oceandiare Energy Ltd may revise these Terms of Use for its Website at any time without notice. By using this Website you are agreeing to be bound by the then-current version of these Terms and Conditions of Use.