

Lara.ng: End User Beta Testing Agreement

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS WEB APPLICATION/WEBSITE

By clicking on the “Accept” button below you agree to the terms of this End User Beta Testing Agreement (the “**Agreement**”) which will bind you. If you do not agree to these terms, click on the “Reject” button below.

WHO WE ARE AND WHAT THIS AGREEMENT DOES

RoadPreppers Technologies Limited (“**RoadPreppers**” or “**We**”), a company incorporated under the Laws of the Federal Republic of Nigeria, with its offices at 20 Adeojo Street, Wemabod Estate, Ikeja, Lagos, is the developer of the web application/website lara.ng (the “**App**” or “**Lara.ng**”).

We are at various stages of pre-release development and testing of Lara.ng (“**Lara Beta**”). Further to this, RoadPreppers desires to obtain the services of participants (each a “**Beta User**” or “**You**”) to test and evaluate Lara Beta in accordance with RoadPreppers’ beta testing programme set out in [Schedule](#) below, as it may be amended from time to time upon notice to the Beta User.

By clicking on the “Accept” button below, You indicate your desire to test and evaluate Lara Beta.

We licence You to use the App in accordance with the Lara.ng Term of Use which is available [here](#).

NO WARRANTY

Lara Beta is a test product, and its accuracy, reliability and performance are not guaranteed. Lara Beta Test may contain errors, bugs and other problems which could cause failure of Lara Beta or other

hardware or software used in connection therewith. Further, Lara Beta is subject to change, as such, RoadPreppers reserves the right to alter Lara Beta at any time, and any reliance on Lara Beta is at Beta User’s own risk.

As Lara Beta is at pre-release stage, RoadPreppers cannot provide, and hereby expressly disclaims, any warranty of any kind, whether express or implied, relating to Lara Beta and any of the components thereof, including without limitation implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

Lara Beta is provided “as is”, and RoadPreppers disclaim all representations or warranties of any kind, whether express or implied, with respect to it, including any implied warranties of merchantability or fitness for a particular purpose. You assume all liability associated therewith, and will hold harmless RoadPreppers, its employees, officers, directors, agents and representatives from and against any and all damages relating to the installation and use of (or inability to use) Lara Beta.

Beta User waive all claims You may have against RoadPreppers arising out of the performance or non-performance of the Lara Beta.

INTELLECTUAL PROPERTY RIGHTS

Intellectual Property Rights shall mean all patents, rights to inventions, copyright and related rights, trademarks and service marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, including all applications for (and rights to apply for and be granted), renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world.

Beta User acknowledges that all Intellectual Property Rights in Lara.ng and Lara Beta belong to RoadPreppers or the relevant third-party owners (as the case may be), and You shall have no rights in or to the any of such Intellectual Property Rights other than the right to use it in accordance with the terms of this licence.

Any feedback, ideas, modifications, suggestions, improvements and the like made by the Beta User with respect to Lara Beta, Lara.ng and any other development derived from the testing of Lara Beta will be the sole property of RoadPreppers (the “Supportive Information”).

Beta User agrees to assign and hereby assigns, all Intellectual Property Rights in the Supportive Information to RoadPreppers and agrees to assist RoadPreppers, at RoadPreppers’s expense, in perfecting and enforcing such rights.

RoadPreppers may disclose or use the Supportive Information for any purposes whatsoever without any obligation to the Beta User, and RoadPreppers shall have no confidentiality obligations with respect thereto. Beta User agrees that

RoadPreppers may copy, modify, create derivative works, publicly display, disclose, distribute, license and sublicense, incorporate and otherwise use the Supportive Information, for all commercial and non-commercial purposes.

CONFIDENTIAL INFORMATION

Confidential Information means all information relating to Lara Beta and the business of RoadPreppers which is not publicly available including, but not limited to, any information specifically designated by RoadPreppers as confidential; any information supplied to RoadPreppers by any third party in relation to which a duty of confidentiality is owed or arises; and any other information which should otherwise be reasonably regarded as possessing a quality of confidence or as having commercial value in relation to the business of RoadPreppers, including any feedback, ideas, modifications, suggestions, improvements and the like made by the Beta User with respect to Lara Beta, Lara.ng and any other development derived from the testing of Lara Beta.

Information shall not be or shall cease to be Confidential Information if:

- (a) it is or becomes generally available to the public other than as a direct or indirect result of the information being disclosed by the Beta User in breach of this Agreement;
- (b) it was previously known to the Beta User on a non-confidential basis prior to the disclosure by RoadPreppers or its discovery by the Beta User from use of Lara Beta or Lara.ng; or
- (c) it was received from a third party who neither acquired it in confidence from RoadPreppers, nor owed RoadPreppers a duty of confidence in respect of it.

Beta User hereby undertake to respect and preserve the confidentiality of the Confidential Information. You shall not without the prior written consent of the Company:

- (a) intentionally or negligently, directly or indirectly communicate, or otherwise make available, the Confidential Information to any third party; or
- (b) use or exploit or cause to be used or exploited, the Confidential Information in any way except for the development of Lara Beta and Lara.ng by RoadPreppers and as determined by RoadPreppers (the “**Objectives**”), in particular not use the Confidential Information for any commercial, industrial or other purpose whatsoever;
- (c) copy, adapt, or otherwise reproduce the Confidential Information except as strictly necessary for the purposes of the Objective or as permitted by law;
- (d) safeguard the Confidential Information using the same measures and degree of care as it uses to safeguard its own confidential and proprietary information, but not less than a reasonable degree of care; and
- (e) upon discovery by the Beta User of any unauthorised disclosure of the Confidential Information, You shall use your best endeavours to prevent any further disclosure or unauthorised use thereof and shall promptly inform RoadPreppers of such disclosure.

Notwithstanding anything to the contrary herein, You may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction provided that, to the extent You are legally permitted to do so,

You give RoadPreppers as much notice of such disclosure as possible.

RESERVATION OF RIGHTS AND ACKNOWLEDGEMENT

RoadPreppers reserves all rights in its Confidential Information. The disclosure of Confidential Information by the RoadPreppers to or discovery of Confidential Information by the Beta User does not give the Beta User or any other person any Intellectual Property Rights, licence, or other right in respect of any Confidential Information beyond the rights expressly set out in this Agreement.

You acknowledge that the disclosure of Confidential Information by the RoadPreppers or your use of the Lara Beta shall not form or be implied as any offer, representation or warranty on the part of the RoadPreppers to enter into any further agreement with You.

You acknowledge that this Agreement does not constitute a grant or an intention or commitment to grant any right, title, or interest in any Intellectual Property Rights or RoadPrepper’s trade secrets to You. Beta User may not sell or transfer any Intellectual Property Rights to any third party or use them in any manner to produce, market or support your own products.

You shall not identify Lara.ng or Lara Beta as coming from any source other than RoadPreppers.

RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION

At RoadPreppers’ request, the Beta User shall within ten (10) days destroy or delete any documents and materials (and any copies) containing, reflecting, incorporating, or based on the Confidential Information, and erase the Confidential Information

from any computer and communications systems and devices You use, including such systems and data storage services provided by third parties (to the extent technically and legally practicable).

CHANGES TO THESE TERMS

We may need to change these terms to reflect changes in law or best practice or to deal with additional features which We introduce.

We will give You at least seven (7) days' notice of any change by notifying You when You next start the App.

If You do not accept the notified changes, You will not be permitted to continue to use the App.

UPDATE TO THE APP

From time to time, We may automatically update the App to improve performance, enhance functionality, reflect changes to the operating system or address security issues.

GENERAL

You shall indemnify RoadPreppers against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs and all other reasonable professional costs and expenses) suffered or incurred by RoadPreppers arising out of or in connection with any breach of this Agreement by the Beta User.

You shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement.

You shall not make, or permit any person to make, any public announcement concerning the existence, subject matter or terms of this Agreement, without the prior written consent of RoadPreppers.

This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any prior understandings (oral or written) between the parties.

No failure or delay by RoadPreppers to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

If any provision of this Agreement should be held to be illegal, invalid or unenforceable, then the remaining terms and provisions of this Agreement shall be deemed to be severable therefrom and shall continue in full force as if the illegal, invalid or unenforceable parts were never part of the Agreement.

Nothing herein contained shall constitute any party a partner, agent, representative or employee of the other party.

This Agreement shall be interpreted and construed in accordance with the laws of the Federal Republic of Nigeria. However, parties may enforce the obligation of confidence set out in this Agreement in the courts of any jurisdiction having competence to issue an injunction directly enforceable against the other party.

Lara Beta Program Schedule

TERMS AND CONDITIONS

The Lara beta test program (the "Program"), sponsored by RoadPreppers Limited (the "Sponsor"), is designed to help beta testers test the functionality of Lara in seven new cities: Ibadan, Benin City, Ogun, Port Harcourt, Anambra, Enugu, and Abuja. We reward you for completing everyday activities on beta.lara.ng (the "Site"), allowing you to earn points and redeem rewards equal to those points.

The points earned are used to unlock the various rewards that can be redeemed. The following Rewards terms and conditions (these "Rewards Terms and Conditions") contain important information. Please carefully read the following Rewards Terms and Conditions. These Rewards Terms and Conditions are a legally binding contract between you and the Sponsor that will govern your participation in this program.

Eligibility

To take part in the beta test program, simply sign up and create an account at <https://www.beta.lara.ng>. To earn Points in the Program, you must also complete the daily task.

Earning Points

After you've registered as a beta tester, you can start earning points ("Points") in the following ways:

Complete daily tasks - you rack up 5 to 20 points for completing the various daily tasks.
Add your home and work addresses - You will gain an additional 10 points when you include your home, work, or CDS address on your profile page.

Get Directions - Some direction queries can earn you up to 5 points each.
Feedback - You can earn 5 points for providing feedback on directions and the overall app.
Share the app with friends - You can earn up to 5 points for each friend you refer.

Upon notice, Sponsor reserves the right to suspend, terminate, revalue or modify, without liability to Members, all or part of the Points' value structure. Sponsor reserves the right to adjudicate all Points discrepancies in its sole discretion, and the Members agree to abide by any such adjudication. You can check your Points balance on your dashboard.

Beta test Points Redemption

The Points can be redeemed for the reward of your choice based on your points you have gained, and you can do so in the checkout process.

To redeem your Points, simply select the item, and click the "Submit" button (you will go to the profile portion of the app to redeem the points). Continue through the submission process. To secure the delivery of your reward, we may need to contact you by phone or email for some rewards. Following submission, you'll get a pop-up asking how you'd want to be contacted. Kindly select one of the options "Phone call" or "Email". We may not need to contact you after submission for some other awards; your reward will be provided to your email within 24 to 48

hours of redemption. Your Points will be re-evaluated after you've redeemed your prize, with the points equivalent to the reward you redeemed deducted. You can always check your Point balance on your dashboard.

Reward Conditions

Rewards may be changed due to availability of the reward in your city, the vendors willingness to offer delivery or pick up and virtual payment, price changes. If the reward you chose cannot be delivered to you, you will be notified and given a cash equivalent for the reward you chose or a similar reward of the same value.

Program Period

This Program will run for 4 to 8 weeks, but the Sponsor reserves the right to cancel, suspend, modify, or convert it to another rewards program at any time (the "Program Period").

Indemnification

Members agree to indemnify, defend, and hold harmless Sponsor, its representatives, and vendors from and against any and all third-party claims, demands, liabilities, costs, or expenses, including attorney's fees and costs, arising from or related to any breach by Member of any of these Rewards Terms and Conditions or any violation by Member of applicable law.

Modification and Termination

The Sponsor reserves the right to modify these Rewards Terms and Conditions at any time, with or without notice to you, so it is critical that you review the Rewards Terms and Conditions on a regular basis. Participation in the Program and/or redemption of Rewards constitutes acceptance of these Rewards Terms and Conditions, as well as any modified terms incorporated therein.