

TERMS AND CONDITIONS

Hereinafter referred to as Leadway's "Online Terms".

Read these Online Terms to understand how Leadway InsureHoldings Limited:

- operates and regulates its online sites, including its corporate and social media sites;
- provides information about the Leadway Group and facilitates access to products and services offered by relevant Leadway Group entities, including insurance services where applicable; and
- handles your personal information when you interact with Leadway and its online Sites (see the Privacy Statement provisions below).

1. About Leadway's Online Sites

For purposes of these Online Terms, "Leadway InsureHoldings" means Leadway InsureHoldings Limited, together with its subsidiaries, affiliates and other related entities through which Leadway Group products or services may be offered. "Relevant Leadway Entity" means the particular company responsible for the product, service, website, application, policy, claim or transaction with which you are dealing.

- 1.1.1 Leadway InsureHoldings Limited ("Leadway InsureHoldings", "Leadway", "we", "us" or "our") is an insurance holding company overseeing its associated subsidiaries, including Leadway Assurance Company Limited, Leadway Vie and Leadway IARD, with an insurance presence in Nigeria, Côte d'Ivoire and across Africa. Leadway InsureHoldings operates or makes available Leadway Group online sites ("Online Sites"), including:
 - 1.1.2 Main website <https://leadwayinsureholdings.com> including its related transactional domains and pages) ("**Main Site**");
 - 1.1.3 Mobile device site (Leadway) ("**Mobile Site**"), which for the purposes of these online terms forms part of the Main Site;
 - 1.1.4 Social media site(s) ("**Social Media Site(s)**") as operated from time to time;
 - 1.1.5 Online applications, digital platforms and other online services may also be operated by, or on behalf of, a relevant Leadway entity from time to time.

Leadway InsureHoldings is a holding company and does not, solely by virtue of these Online Terms, underwrite, issue or administer every insurance product or service described on an Online Site. Where an insurance product, policy, claim or other regulated service is offered through an Online Site, the relevant contracting and/or service-providing entity within the Leadway Group will be identified in the applicable product, policy, transaction or service terms. The relevant Leadway entity remains responsible for the insurance contract or regulated service in accordance with applicable law and its own terms and conditions.

Any information or content you supply to our Social Media Site(s) will be treated by Leadway in accordance with terms 10 and 28, and otherwise in accordance with these Online Terms (as relevant). If you obtain a quote, purchase insurance, or administer your insurance on our Main Site or Mobile Site, your transaction will be conducted over a secure internet connection - see Term 28.3 for details.

- 1.2 Leadway may operate an Online Site for its own benefit and/or for the benefit of one or more subsidiaries, affiliates or other related entities within the Leadway Group ("Leadway Group").
- 1.3 Our Online Sites (including any sub-pages, related transactional domains and other Leadway-branded online pages which include an authorized link to an Online Site) may include corporate information, product and service information, advertising, applications, functions, promotions, social media forums and other content, unless disclaimed otherwise or where not permitted by law or applicable platform rules ("Site Content"). Your use of any Online Site, including Site Content, is governed by these Online Terms and any applicable terms of the relevant Leadway Group entity.
Site Content is governed by these Online Terms, together with the applicable Leadway privacy policy or notice. Where you interact with a specific Leadway Group entity, its additional privacy, product or service terms may also apply.
- 1.4 In addition to these Online Terms, other terms of use or conditions may apply to your use of any of our Online Sites (or parts thereof) or to any products or services offered via our Online Sites. If such additional terms of use or conditions apply, we will bring them to your attention, and you will be bound by them. For example, should you decide to participate in a promotion that is advertised or otherwise featured on one or more of our Online Sites, you will be additionally bound by the relevant terms and conditions for entry into that promotion. Should any term within these Online Terms conflict with a promotion's terms and conditions, the latter will prevail to the extent of the conflict.
- 1.5 Leadway InsureHoldings owns or operates the Main Site and may provide or facilitate access to other Online Sites, applications and platforms operated by Leadway Group entities. Where an Online Site, application or service is operated by a specific Leadway Group entity, that entity's applicable terms will also govern your use of the relevant service.
- 1.6 As part of your use of our Online Sites or Site Content, you may need to agree to the terms of use of a website or application that is owned and/or hosted by one or more third-party providers. If any term within these Online Terms should conflict with any third party's terms of use, the latter will prevail to the extent of the conflict insofar as your use or access to that third party site or third party application is concerned.
- 1.7 As Leadway's Online Sites develop and as technology evolves, Leadway will continue to strive to provide you with better online services. Leadway

encourages you to review these Online Terms as they will be updated from time to time.

2. Links to other websites

- 2.1 An Online Site may contain links to other websites (including other social media websites) or applications which are owned or operated by third parties independent of Leadway ("Third Party Sites"). Leadway does not sponsor, endorse or approve of the operators of Third Party Sites, or material (including services, information, graphics, or data) which is located on such Third Party Sites ("Third Party Material").
- 2.2 An Online Site may contain or link to information about special offers, deals or promotions by persons not related to or part of Leadway ("Third Party Offers"). Leadway does not sponsor, endorse or approve of any Third Party Offers or Third Party Material associated with these offers.
- 2.3 Subject to any applicable law which cannot be excluded, Leadway makes no warranties or representations:
 - 2.3.1 regarding the quality, accuracy, merchantability or fitness for purpose of Third Party Material, or products or services available through Third Party Sites; or
 - 2.3.2 that Third Party Material does not infringe the intellectual property rights of any person.
- 2.4 Leadway is not authorizing the reproduction of Third Party Material by linking Site Content to Third Party Material.
- 2.5 When following a link on an Online Site, material at a Third Party Site may be displayed in your browser framed by Site Content. This material is also Third Party Material for the purpose of these Online Terms.

3. Your privacy

Your privacy and security are important to Leadway. Read terms 25 to 35 for information (the 'Privacy Statement' component) about how Leadway handles the information you provide it when you use one of our Online Sites.

4. Leadway Group Online Sites: product information, insurance transactions and services

4.1 Main Site content

The Leadway Main Site contains general information about Leadway InsureHoldings, the Leadway Group, its businesses, subsidiaries, products and services, and may also provide access to or facilitate certain transactions relating to products and services offered by relevant Leadway Group entities.

Where enabled, the Main Site or a linked Leadway Group platform may allow users to obtain insurance quotations, purchase or renew certain insurance products, make payments, lodge or manage certain claims, or manage certain policies online. Any such insurance transaction is subject to the terms of the relevant insurance product and the applicable Leadway Entity that issues or administers the policy.

4.2 Completing transactions on the Main Site

- 4.2.1 When entering into a transaction through the Main Site, whether in relation to an insurance policy, payment, renewal, amendment, claim-related transaction or other product or service, the transaction will not be completed until the applicable electronic instruction, acceptance, payment confirmation or other required action has been received and processed by the relevant Leadway Entity, and any specific requirements applicable to that transaction have been complied with.
- 4.2.2 You acknowledge that the transmission of an electronic instruction or payment confirmation may not be received in accordance with these Online Terms for reasons beyond either party's reasonable control, including mechanical, software, computer, telecommunications or electronic failure, or the omission or failure of third-party service providers or systems.
- 4.2.3 To the extent permitted by applicable law, Leadway InsureHoldings and/or the relevant Leadway Entity will not be liable for loss or damage arising directly or indirectly from the transmission, delay, alteration or failure to receive an electronic instruction where such failure results from circumstances beyond the relevant entity's reasonable control.

4.3 Purchasing insurance policies

- 4.3.1 Where the Main Site enables you to purchase insurance products or services online:
 - (a) The relevant Leadway Group insurance entity may make an electronic offer via the applicable Online Site, and you may communicate your acceptance electronically, subject to your express consent and the applicable product terms.
 - (b) The relevant Leadway Entity may act on and process completed electronic instructions transmitted through the applicable Online Site in accordance with the applicable terms and law.
 - (c) The relevant Leadway Entity may treat an electronic instruction as authentic where reasonably permitted and is not required to independently investigate the authority of the person transmitting the instruction, subject to applicable law and its internal controls.
- 4.3.2 Creating a binding insurance contract through an Online Site is subject to the applicable product and policy terms of the relevant Leadway Group

insurance entity.

- (a) Where the Online Site provides an insurance quotation facility, the first step may be to obtain a quote for the selected insurance product. Upon completion of the required information, the relevant Leadway Entity may provide a quote identified by a quote number.
- (b) If you wish to purchase insurance in accordance with a quote, completion of the required steps and acceptance of the applicable offer may create a binding insurance agreement with the relevant Leadway Group insurance entity, subject to the applicable policy terms, payment requirements and applicable law.

4.3.3 When entering into an insurance contract via an Online Site, acceptance will only take effect in accordance with the applicable product terms and the requirements of the relevant Leadway Group insurance entity, which may include:

- (a) The electronic instruction containing your acceptance is received and recorded in the relevant Leadway Group system or database;
- (b) a record is created and stored in the Relevant Database;
- (c) policy number being generated by the relevant Leadway Group insurance entity; and
- (d) The relevant Leadway Entity receiving all required and valid payment details and, where applicable, successfully receiving the premium or other required payment.

4.3.4 Some insurance policies offered by Leadway Entities may provide deferred payment options. Where available and selected, the additional terms applicable to that payment arrangement will apply.

4.3.5 If you elect to pay your premium by instalments, then you may be able to select the particular day of each month (or other instalment period) on which your payment card or financial institution account number will be automatically charged/debited for the relevant payment. If you elect to pay your premium by instalments, the additional terms and conditions applicable to that payment arrangement will be made available to you as part of your policy documents (whether by way of Product Disclosure Statement, Supplementary Product Disclosure Statement and/or a Direct Debit Request Service Agreement), as well as any relevant insurance purchase or variation transaction.

4.3.6 A binding insurance contract is conditional when Leadway can successfully charge against your nominated payment card or debit your financial institution account number, and Leadway receives payment of your applicable premium (either by a single payment or, where permitted, in

instalments).

4.3.7 Where a transaction is entered into between Leadway and you via the Main Site, a policy number will be issued by Leadway via the Main Site. However, a binding insurance agreement is not conditional on the issuance or receipt by you of a policy number but is conditional upon Leadway receiving your premium payment or your current and valid payment card (or financial institution account number) details and a valid policy commencement date election and if you elect to pay by instalments, a valid direct debit day election. Therefore, the failure by you to receive a policy number via the Main Site does not invalidate or otherwise prejudice the existence of an insurance contract or transaction entered into using the Main Site.

4.3.8 The relevant Leadway Entity may or may not issue a paper confirmation of an insurance policy. The existence of a binding contract is not conditional on the issuance or receipt of a paper confirmation unless the applicable law or policy terms provide otherwise.

4.3.9 You are responsible for ensuring that you receive any applicable policy number or transaction confirmation and should contact the relevant Leadway Group entity if one is not received.

4.3.10 Where you only complete a quotation and select an alternate payment option, a binding insurance agreement may not be created until the applicable payment and other contractual requirements have been satisfied

4.3.11 Where an alternate payment option is available, a binding insurance agreement will only be created when the relevant Leadway Entity receives the required payment or first premium instalment, subject to the applicable product terms.

4.4 **Renewal payments**

4.4.1 The Main Site or a relevant Leadway Group platform may offer an online facility for renewal payment of certain insurance policies with selected payment methods.

4.4.2 The policy renewal notice will indicate whether online renewal payment is available.

4.4.3 When the renewal payment facility is available, an online renewal payment can be made by following the "Make a payment" link on the Main Site.

4.4.4 When making a payment for a policy renewal via an Online Site, you will be taken to have renewed that policy only when the applicable requirements of the relevant Leadway Entity and the policy terms have been satisfied.

(a) The Electronic Instruction containing the policy number, premium amount due and payment card details, and an instruction from you to renew the policy, is entered and recorded in the Relevant Database;

- (b) The relevant Leadway Entity receives all required details of a current and valid payment method that it is able to process;
 - (c) a record is created and stored in the Relevant Database;
 - (d) a receipt or transaction reference is generated by the relevant Leadway Group system, where applicable;
 - (e) The relevant database is updated with information from the payment database.
- 4.4.5 A binding insurance renewal is conditional on the relevant Leadway Group insurance entity successfully processing the required payment and receiving all applicable renewal amounts due, subject to the applicable policy terms and law.
- 4.4.6 Where a deferred payment option is available and selected by you, term 5.3 of these Online Terms will additionally apply.
- 4.4.7 The relevant Leadway Entity, at its discretion, may or may not issue a paper confirmation of the renewal payment. The validity of a payment is not conditional on issuance or receipt of a paper confirmation unless required by applicable law.

5. Leadway Group Online Sites: payments

- 5.1 All payments for insurance products, renewals, amendments, claim excess payments, or other services purchased through an Online Site must be made by the due date and in the manner specified in the applicable confirmation, invoice, policy or transaction terms.
- 5.2 Unless otherwise provided, payments are to be made using payment methods accepted by the relevant Leadway Entity in connection with the applicable product, policy or service.

For payment card transactions, you may be required to provide details of a valid payment card accepted by the relevant payment provider or Leadway Group entity, including:

- (a) Payment card type;
- (b) Name on payment card;
- (c) Payment card number;
- (d) Card verification value (CVV); and
- (e) Expiry date.

For financial institution account debits, you may be required to provide details of the permitted account, including:

- (a) The name of your financial institution;
- (b) The full name of the account holder; and
- (c) The account number and its Sort Code.

5.3 Where a Leadway Entity offers a deferred payment option, the entity may provide insurance cover in accordance with the applicable policy terms and payment arrangements. Failure to pay in accordance with those requirements may result in cancellation or other consequences permitted by applicable law.

5.4 If you amend an insurance policy using an applicable Leadway Group online tool and an additional premium or sum is due, the relevant insurance entity may offer a deferred payment option.

5.5 Where a deferred payment option is available and selected, the relevant Leadway Group insurance entity will provide the applicable payment notice. The policy amendment will take effect in accordance with the applicable product terms, and failure to pay any required additional premium or charge may result in cancellation or reversal of the amendment as permitted by the applicable terms and law.

5.6 If you pay a claim excess using a Leadway Entity online tool, the payment will be processed in accordance with these Online Terms, the relevant policy terms and any other terms specific to the transaction. Failure to pay an applicable claim excess may affect the provision of the relevant cover or policy benefit, subject to the applicable policy terms.

6. Leadway Group Online Sites: online tools

6.1 Leadway Group online tools may enable you to:

- 6.1.1 view, manage and change certain details of certain insurance policies administered by a Leadway Entity online ("policy management");
- 6.1.2 lodge a claim online for certain policies or claim types administered by a Leadway Entity ("claim lodgment"); and
- 6.1.3 view and manage certain claim-related information for certain policies or claim types ("claim management").

6.2 Availability of Leadway Group online tools

- 6.2.1 Leadway Group online tools are not available, or not fully available, for all products, policy types, services or claim types.

6.3 You will need to contact the relevant Leadway Entity or issuer in relation to policies or claims that cannot be accessed through the applicable online tools.

6.4 The terms in this section apply only to those policies, products or services for which the relevant functionality is made available through a Leadway Group online tool.

6.5 **Accessing Leadway Entity online tools**

6.5.1 Some online tools are accessible only if you log in by providing details requested on the relevant registration or authentication pages relating to you and/or a policy, claim, product or service administered by the relevant Leadway Entity ("Login").

6.5.2 You may be required to supply a valid email address to register for an online tool. The username component of your Login may be the email address you select or one previously associated with your relevant Leadway Group policy or account.

6.5.3 You must not provide details of your Login to any other person. You must not allow any other person to use your Login.

6.5.4 You must not use Leadway Entity online tools to access or modify another person's personal information, insurance policy, claim or account without their clear authority. Criminal penalties may apply where you do so unlawfully.

6.6 Loading your policy details into Leadway Entity online tools: You may, in relation to current insurance policies accessible through the relevant online tools, include details of those policies and associate them with your Login (each a "Loaded Policy").

6.7 Amending your policy using Leadway Entity online tools: During the term of your policy, you may have the option of adding, removing or amending certain covers, accessories, modifications or other aspects of a Loaded Policy. Any amendment remains subject to the terms of the relevant insurance entity and any applicable additional premium.

6.8 Lodging a claim using Leadway Entity online tools: When you lodge a claim online, the relevant insurance entity will confirm the next steps and, where applicable, whether the claim has been accepted and whether you need to pay a policy excess. Contact details for immediate assistance will be provided on the applicable Online Site or policy documentation.

6.9 Viewing your claims using Leadway Entity online tools: When you register, you may be asked to nominate a current policy or claim for which the relevant online tools are available.

If you hold multiple policies or claims for which the online tools are available, you may be able to use a single Login to view accessible records where the relevant Leadway Group systems permit the accounts to be linked.

- 6.10 Permitted claims transactions using Leadway Entity online tools: During an active claim, you may have the option of completing permitted transactions, including paying a claim excess. Processing and update times may vary by Leadway Group entity and service.
- 6.11 Updating personal information using Leadway Entity online tools: Information updated in one system may not automatically update in another Leadway Entity system or database. You should contact the relevant Leadway Entity where you need information or claim records to be corrected or updated.

6.12 **Termination of Access to Leadway Group online tools**

Term 20 of these Online Terms applies in full.

7. Leadway Entity Claim Assist Application

Where a Claim Assist App or similar application is made available by a Leadway Entity, it may allow eligible policyholders to collect accident-related information and notify the relevant insurance entity of an intention to make a claim. Its availability, functionality and additional terms will be determined by the entity operating the application and the applicable policy terms.

Where an application is operated by a Leadway Entity, its additional terms and conditions will apply. In the event of inconsistency, those additional terms will prevail to the extent of the inconsistency. Personal information submitted through the application may not automatically update all Leadway Group records; users should follow the applicable process for correcting or updating policy details.

8. Find my policy tool, valuation tools, games and other features

- 8.1 Our Online Sites may contain or make available various tools, calculation devices, software programs, games or other features which may assist you in calculating such things as the optimal insurance policy, premium or level of excess. Our Online Sites may also contain other useful information, such as information about the insurance industry.
- 8.2 While Leadway and the relevant Leadway Entities take reasonable steps to ensure that such features or information are accurate and free from defect, they do not warrant the accuracy, adequacy, correctness or completeness of such features, which are provided on an "as is" basis. Any monetary figures used in calculations are estimates only and do not take into account your particular circumstances.

9. Leadway Group standard terms and acceptance criteria apply

All enquiries or applications for insurance, variations of cover, or other products or services made via any Online Site are subject to the normal acceptance criteria and the terms and conditions applicable to the relevant Leadway Entity, product or service.

Whenever you make an enquiry or application for an insurance product, you must answer all questions honestly and completely. The relevant Leadway Entity reserves the right to reduce or deny a claim and/or cancel or otherwise treat a policy in accordance with the applicable policy terms and law where information provided is inaccurate, incomplete or misleading.

10. Social media content you submit to our Social Media Sites

- 10.1 When a user of any of our Social Media Sites ("Social Media Site User") submits any personal information or materials via a Social Media Site including text, comments, recordings, images or otherwise ("Social Media Site User Content"), the Social Media Site User, unless Leadway advises otherwise, licenses and grants Leadway, its affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display such Social Media Site User Content for any purpose in any media (including but not limited to, company brochures and other marketing and/or advertising material), without compensation, restriction on use, attribution or liability. Leadway qualifies this term 10.1 by stating that any recruitment application or related correspondence, which is not provided by way of an open public forum or other public process, will be treated by Leadway in accordance with the Privacy Statement component of these Online Terms, which begins at term 25.

- 10.2 Users agree that they are fully responsible for the Social Media Site User Content they submit. Leadway shall not be liable in any way for such Social Media Site User Content to the full extent permitted by law and shall not be deemed or considered to in any way authorize, endorse, approve or support any material submitted by any Social Media Site User. Leadway may screen and/or remove and/or request that the third-party operator of any social media site or website remove any Social Media Site User Content without notice for any reason whatsoever. Social Media Site Users warrant and agree that: (a) they will not submit any Social Media Site User Content that is unlawful, fraudulent, or which may breach any intellectual property rights, privacy, publicity or other right, or is unreasonably commercial (for example, a „guerrilla marketing“ attempt), defamatory, obscene, profane, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children aged under 15, misleading or deceptive, or otherwise unsuitable for publication; (b) they will obtain prior consent to the submission of their Social Media Site User Content from all persons who appear in (for example, in photographs) or have any rights in relation to any property that appears in or forms part of their Social Media Site User Content; (c) their Social Media Site User Content will be their own original work and, to the extent that any rights in that work (including copyright) are not owned by the Social Media Site User, they will obtain full prior consent from any person who has jointly created or has any rights in the Social Media Site User Content, to the uses and terms herein; (d) their Social Media Site User Content shall not contain viruses or cause injury or harm to any person or entity or device; and (e) they will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer, mobile communications device or any other communication systems.
- 10.3 Without limiting any other terms herein, the Social Media Site User agrees to indemnify Leadway (and any of its related bodies corporate) for any loss or expense Leadway and/or any of its related bodies corporate may suffer in relation to any breach of the above terms.
- 10.4 Social Media Site Users consent to any use of their Social Media Site User Content in accordance with term 10 which may otherwise infringe their moral rights pursuant to the Nigerian Copyright Act 2022, including Leadway or its affiliates and sub-licensees using and reproducing that Social Media Site User Content without attributing it to the Social Media Site User, or making modifications or adaptations to the Social Media Site User Content for the purpose of reproducing, publishing or displaying that modified or adapted content in another media. Social Media Site Users warrant and agree that they will, before its submission, obtain an equivalent consent from each other person who has created the Social Media Site User Content. The Social Media Site User agrees to indemnify Leadway (and any of its related bodies corporate) against all costs and claims by third parties arising from a breach of this warranty.

11. Warranties

Whilst reasonable steps have been undertaken to ensure that information is free from error, to the extent permitted by law, which law cannot be excluded, Leadway does not warrant the accuracy, adequacy or completeness of Site Content or any Online Site User Content or any Social Media Site User Content, on any of its Online Sites. All information is subject to change without notice. Leadway does not guarantee that any Online Site or any Third Party Site will be free from viruses, or that access to any Online Site or Third Party Site will function as intended or be uninterrupted. All terms implied by law, except those that cannot be lawfully excluded, are excluded.

12. Limitation of Liability

Subject to any responsibilities implied by law and which cannot be excluded, Leadway, and its directors, employees, agents, contractors and related bodies corporate, are not liable to you for any losses, damages, liabilities, claims and expenses (including but not limited to legal costs and defence or settlement costs) whatsoever, whether direct, indirect or consequential, arising out of or referable to any Site Content, Online Site User Content, Social Media Site User Content, Third Party Material, third party services, or to access (or lack of access) to an Online Site (or website operated by any member of the Leadway Group) by you, howsoever caused, whether in contract, tort including negligence, statute or otherwise.

13. Indemnity

You indemnify Leadway (and any of its related bodies corporate) in respect of any liability incurred by Leadway (or any of its related bodies corporate) for any loss, cost, damage or expense, howsoever caused, suffered by Leadway (or any of its related bodies corporate) as a result of your breach of these Online Terms or your use of any of our Online Sites.

14. No advice

No Online Site purports to provide you with financial products or investment advice of any kind. The information available via an Online Site does not take into account of your particular financial or insurance position or requirements. Leadway suggests that you seek independent advice before acting upon any Site Content or any information found on a Third Party Site.

15. Availability of an Online Site

- 15.1 Since electronic services are subject to interruption or breakdown, access to an Online Site is offered on an “as is” and “as available” basis only.
- 15.2 Leadway may impose limits or restrictions on the use you may make of an Online Site. Further, for security, technical, maintenance, legal or regulatory reasons, or due to any breach of these Online Terms, Leadway may withdraw an Online Site (or part thereof) at any time and without notice to you.

- 15.3 Any cost associated with accessing an Online Site is the user's responsibility and is dependent on the internet or telecommunications service provider used.

16. Restrictions on Use of an Online Site

The Site Content contained on any Online Site is provided solely for bona fide personal or commercial customers only. By accessing, viewing or otherwise using any of Leadway's Online Sites, you agree to abide by the terms and conditions of use contained in this term and term 17.

You agree that you will not, (either yourself or through any third party):

- (a) use any robot, spider, screen scraper, data aggregation tool or other automatic device or process ("Automated Process") to process, monitor, copy or extract any web pages on any of our Online Sites, or any of the information, content or data contained within or accessible through any of our Online Sites, without Leadway's prior written permission;
- (b) use any Automated Process to aggregate or combine information, content or data contained within or accessible through any of our Online Sites with information, content or data accessible via or sourced from any third party;
- (c) use any information on or accessed through any of our Online Sites for any commercial purpose (including but not limited to market research, the provision of pricing estimates or 'shadow shopping') or otherwise (either directly or indirectly) for profit or gain;
- (d) use any device, software, process or routine to interfere or attempt to interfere with the proper working of any of our Online Sites or any transaction or process being conducted on or through it;
- (e) take any action that imposes an unreasonable or disproportionately large load on the infrastructure of or bandwidth connecting to any of our Online Sites;
- (f) reverse engineer, reverse assemble, decompile or otherwise attempt to discover source code or other arithmetical formula or processes in respect of the software underlying the infrastructure and processes associated with any of our Online Sites; or
- (g) copy, reproduce, alter, modify, create derivative works, or publicly display, any part of any content from any of our Online Sites without Leadway's prior written permission.

17. Permitted use of Online Sites

You may use our Online Sites, as permitted by their design, to:

- (a) obtain information about Leadway InsureHoldings and the Leadway Group;
- (b) obtain information about products and services offered by Leadway Group entities;

- (c) conduct permitted transactions, enquiries or communications relating to products, services, insurance policies or claims administered by the relevant Leadway Group entity;

in respect of yourself, an immediate family member with their prior consent, or a commercial enterprise for which you are duly authorised to act.

You must not use any Online Site for unlawful, fraudulent, unauthorised or otherwise prohibited purposes, or to conduct transactions on behalf of another person without the necessary authority.

You also agree to indemnify Leadway in respect of any liability incurred by Leadway for any loss, cost, damage or expense, howsoever caused, suffered by Leadway as a result of your breach of this term 17.

18. Third party providers

Parts of our Online Sites, or the provision of payment processing or other services offered via our Online Sites, may be outsourced to third party providers. These Online Terms apply to any outsourced services, unless you are otherwise notified of any alternate terms of use.

19. Copyright and trademarks

19.1 Copyright in the Material on an Online Site is owned or licensed by Leadway.

19.2 Except where necessary for and incidental to viewing or using the Site Content on an Online Site via your web-enabled browser (whether on a personal computer or on a portable electronic device), or as permitted under the Nigerian Copyright Act 2022 or other applicable laws, no Site Content on an Online Site may be reproduced, stored (for any period of time) in an electronic or other retrieval system, adapted, uploaded to a third party location, framed, performed in public or transmitted in any form by any process whatsoever without the specific written consent of Leadway.

19.3 Leadway and each of its related bodies corporate separately reserve their copyright and all other legal rights with respect to their trademarks, whether registered or otherwise

19.4 Third-party trademarks are trademarks of the respective third parties.

20. Termination

20.1 Termination of these Online Terms

Unless otherwise stated in this term 20, these Online Terms and/or your access to our Online Site(s) may be terminated at any time by Leadway. You may terminate your use of our Online Sites at any time. However, all restrictions, licenses granted by you, and all disclaimers and exclusions of and limitations on liability of Leadway,

will survive any termination. Upon termination, you must not directly or indirectly access or use the relevant Online Site(s) or any Site Content on the relevant Online Site(s).

20.2 Termination of access to Leadway Entity online tools

Leadway or the relevant Leadway Entity reserves the right to terminate access to an online tool at any time where permitted by law and applicable terms. You must cease use of an online tool where you are no longer authorised to access the relevant policy, claim, product or account. However, such termination will not be effective until notice of that termination is received, processed and acknowledged by Leadway. Upon termination for any reason of these Online Terms and/or your access to Leadway" s online tools, you must not directly or indirectly access or use Leadway" s online tools. The limitation of liability expressed in term 20.1 also applies to the termination of access to Leadway" s online tools.

20.3 Prohibition on access post termination

Upon termination of these Online Terms and your right to access to our Online Site(s), you must not directly or indirectly access or use any part of our Online Site(s) or any Site Content.

21. Acceptance of and changes to these Online Terms

21.1 You acknowledge and accept that your use of an Online Site indicates your acceptance of these Online Terms.

21.2 These are the current Online Terms. They replace any other terms of use and privacy statement for an Online Site published on any of our Online Sites. Leadway may at any time vary these Online Terms for security, legal or regulatory reasons, or to reflect updates or changes to the services or functionality of an Online Site, by publishing the varied Online Terms on an Online Site. Leadway does not have to indicate on an Online Site that these Online Terms have changed, neither is Leadway under any obligation to specifically contact or notify you of any variation to these Online Terms. You accept that Leadway has provided you with sufficient notice of the variation by making available the current version of the Online Terms on the Online Site you use. By your use of an Online Site after any variation, you are taken to have accepted the new Online Terms.

22. Leadway's complaints resolution process

22.1 If you are dissatisfied with your dealings with Leadway or a Leadway Group entity in relation to your use of an Online Site, please contact us using the contact details provided on the relevant Online Site or in the applicable product or service documentation.

22.2 If your complaint relates to an insurance policy, insurance claim or other regulated service, you may have additional rights of appeal or dispute resolution under the applicable terms and laws governing the relevant Leadway Group entity. We will

direct you to the appropriate process where applicable.

23. CROSS-BORDER TRANSFER OF DATA

- 23.1 In providing products and services, operating Online Sites, supporting Group functions, administering insurance policies, processing claims, preventing fraud, complying with legal and regulatory obligations, or engaging third-party service providers, Leadway InsureHoldings, through its subsidiaries and/or relevant Leadway Entities may transfer or permit access to your Personal Data outside the country in which it was collected.
- 23.2 Where Personal Data is transferred outside Nigeria, Leadway will ensure that the transfer is carried out in accordance with the Nigeria Data Protection Act, 2023 and applicable regulations or guidance issued by the Nigeria Data Protection Commission. Where Personal Data is collected or processed in another jurisdiction, the relevant Leadway Entity will apply the data protection requirements applicable to that processing.
- 23.3 Leadway will only transfer your Personal Data where one or more of the following applies:
- a) the recipient is located in a country or territory that provides an adequate level of protection for Personal Data;
 - b) appropriate safeguards are in place to protect your Personal Data, including contractual obligations or other legally recognized transfer mechanisms;
 - c) the transfer is necessary for the performance of a contract between you and the relevant Leadway Group entity or for the implementation of pre-contractual measures requested by you;
 - d) the transfer is necessary for the establishment, exercise or defence of legal claims, compliance with legal or regulatory obligations, or for reasons of substantial public interest as permitted by applicable law;
 - e) you have provided your explicit consent to the transfer after being informed of any potential risks associated with the transfer where such consent is required by law; or
 - f) the transfer is otherwise permitted under applicable data protection laws.
- 23.4 Leadway will take reasonable technical, organizational and contractual measures to ensure that your Personal Data remains protected throughout any international transfer and is processed only for authorized purposes.
- 23.5 Where applicable, you may request further information regarding the safeguards implemented for international transfers by contacting Leadway through the contact details provided in this Privacy Statement.

24. WITHDRAWAL OF CONSENT

- 24.1 Where Leadway relies on your consent as the lawful basis for processing your Personal Data, you may withdraw your consent at any time by contacting Leadway through the contact details provided in this Privacy Statement or by using any withdrawal mechanism made available through our Online Sites or communications.

- 24.2 Withdrawal of your consent will not affect the lawfulness of any processing carried out before the withdrawal took effect.
- 24.3 Where processing is necessary to perform an insurance contract, comply with legal or regulatory obligations, establish, exercise or defend legal claims, prevent fraud, support legitimate Group functions, or pursue other lawful purposes, Leadway or the relevant Leadway Entity may continue to process your Personal Data notwithstanding the withdrawal of consent, to the extent permitted or required by applicable law.
- 24.4 If you withdraw your consent for processing that is necessary for the provision of a particular product, service or Online Site functionality, Leadway or the relevant Leadway Group entity may be unable to provide or continue providing that product, service or functionality. This may affect your ability to obtain or maintain insurance cover, submit claims, access an online account, or receive certain communications.
- 24.5 Leadway will act on your request to withdraw consent within the period prescribed by applicable law and will inform you where your request cannot be fully implemented because Leadway is legally required or otherwise permitted to continue processing your Personal Data.
- 24.6 The withdrawal of consent does not affect your other rights under applicable data protection laws, including your rights to access, correct, erase, restrict processing, object to processing, or lodge a complaint with the Nigeria Data Protection Commission where applicable.

25. General

- 25.1 An Online Site may be viewed and interacted with by users anywhere in the world. Age, eligibility and other restrictions may apply to particular Site Content, products, services, promotions or offers.
- 25.2 Insurance products and other regulated services are offered only in jurisdictions where the relevant Leadway Entity is authorized or otherwise permitted to provide them.
- 25.3 The law applicable to the Leadway InsureHoldings corporate Online Site and to complaints arising from that corporate Online Site is the law of the Federal Republic of Nigeria, unless otherwise required by applicable law. Where you enter into a contract with a Leadway Group entity, the law and jurisdiction applicable to that contract or service will be determined by the relevant contractual terms and applicable law in the jurisdiction concerned.
- 25.4 Should any term or part of these Online Terms be found to be void, unenforceable or invalid, then it is severed from this agreement, leaving the remainder in full force and effect, provided that the severance has not altered the basic nature of this agreement.
- 25.5 You may not rely on the words or conduct of Leadway as a waiver of any right unless the waiver is in writing. In this term "conduct" includes delay in the exercise of any right. "Right" means any right of Leadway arising under or in connection with these Online Terms or otherwise, and includes the right to rely on this term. "Waiver" includes an election between rights and remedies, and conduct which

might otherwise give rise to an estoppel.

26. Linking to any of our Online Sites

Unauthorized linking to any part of an Online Site is expressly prohibited. Please contact us if you would like to link to any part of our Online Site(s). Only written permission from us will constitute authorization of a link.

27. Our Online Terms Privacy Statement starts here

- 27.1 By using an Online Site you accept that any personal information Leadway or the relevant Leadway Entity collects about you will be handled in accordance with these Online Terms, the applicable privacy notice and applicable data protection law.
- 27.2 These Online Terms explain how Leadway InsureHoldings and, where applicable, relevant Leadway Entities handle personal information provided through or collected from an Online Site. Where a specific Leadway Group entity provides a product, service or application, its additional privacy notice may also apply.
- 27.3 In addition to the provisions of these Online Terms there may also be additional privacy provisions that apply to your use of an Online Site or as a result of your membership (or your application for membership) of a third party social media website that hosts a Leadway Social Media Site. Should you decide to register for or participate in a promotion or other activity, or purchase a product or service from us, you will be bound by the relevant terms of that promotion, activity, product or service.

28. Your Security and Privacy

- 28.1 Leadway InsureHoldings and the Leadway Group understand that visitors and users of Online Sites are concerned about the security and privacy of information collected online. Leadway is committed to respecting privacy and complying with applicable data protection laws in the jurisdictions in which it operates.
- 28.2 Leadway values the personal information you provide us and will take reasonable precautions to prevent unauthorized access to that information.
- 28.3 Notwithstanding any other term in these Online Terms, you agree and freely acknowledge that when you submit comments, recordings, images or other personal content, for public display on an Online Site, that content may be available for anyone in the world to read and/or view and/or comment on and potentially download. See terms 10 and 28 for further information about the public display of your content.
- 28.4 Where analytics or website monitoring services are used on a Leadway Online Site, the relevant provider will process information in accordance with its contractual obligations and the applicable privacy notice. Any use of aggregated or anonymised information will be for legitimate website administration, security,

analytics and improvement purposes.

29. Sending electronic messages to Leadway

- 29.1 Unless otherwise stated, when you send Leadway an electronic message (whether email or otherwise), the content of your message and any email or machine address is retained by us for only as long as it takes to respond to your inquiry or provide you with what you've requested, unless you provide us with your permission to retain that information for longer or where we believe there is a legal reason to retain the information for a longer period.
- 29.2 Unless otherwise stated, when you post a public comment or upload other public data to an Online Site, that information may be displayed by Leadway publicly in accordance with terms 10, 26 and 28. Your information may also be retained by Leadway where we believe there is a legal reason to retain it for a longer period.

30. Information collected and how we use it

30.1 General Information

- 30.1.1 The information we will collect about you will depend on how you use an Online Site.
- 30.1.2 If you use an Online Site to read, browse or download information, our computer system may record information such as the date and time of your visit, the pages accessed and any information downloaded. This information may be used for statistical, reporting, site/application administration and maintenance purposes only.
- 30.1.3 An Online Site may offer interactive facilities including tools, games and other online features. If you use any interactive facilities, we may, but generally do not, capture any personal information which you may enter when using these tools.

30.2 Personal information submitted to an Online Site

- 30.2.1 When an Online Site User submits personal information via an Online Site, the information may be collected by Leadway InsureHoldings or the relevant Leadway Entity responsible for the relevant site, product or service. Such information will be processed for the purposes stated in these Online Terms, the applicable privacy notice and applicable data protection laws.
- 30.2.2 We collect personal information for purposes including identifying you, understanding and responding to your requirements, providing and administering products and services, managing insurance policies and claims where applicable, supporting customer service, complying with legal and regulatory obligations, preventing fraud, managing Group operations, and improving products and services through research, product development and training.

- 30.2.3 Where appropriate and permitted by applicable data protection law, Leadway InsureHoldings may disclose or make available personal data to other companies within the Leadway Group for specified purposes, including the provision, administration and improvement of Group products and services, Group governance, risk management, compliance, technology, security and other legitimate business functions. Where consent is required, the relevant consent will be obtained.
- 30.2.4 We may disclose your personal information to and/or collect your personal information from other companies within the Group; any joint ventures where authorized or required; information technology providers, such as hardware/software vendors and programmers; customer or market research organizations; intermediaries such as your agent, adviser, broker, a representative acting on your behalf, other Nigerian Financial Services Licensees, or our own authorized representatives and agents; policy holders, where you are an insured person, but not the policy holder; government, law enforcement or statutory bodies; Financial Ombudsman Service; other insurers, financial institutions, insurance and claims reference agencies, credit agencies, loss assessors, financiers, and investigative service providers; in the case of a relationship with a corporate partner such as a bank or credit union, the corporate partner and any new incoming insurer; legal, accounting, finance and other professional advisers hospitals, medical and health professionals; administration or business management services; printers, mail service and delivery providers and imaging and document management services.
- 30.2.5 In the case of personal information which is provided to Leadway for public display by a Social Media Site User (this includes any „tweet“ you send to Leadway on Twitter, which we may “re-tweet” to other Twitter users), Leadway may display that information to other Online Site Users or otherwise display the Online Site User Content for any purpose in any media (including, but not limited to, commercial brochures and/or other advertising material). See also term 10 for what other uses and/or disclosures Leadway may make of a Social Media Site User’s personal information and what limits it imposes.
- 30.2.6 Leadway may collect personal information belonging to an Online Site User, such as their name, email address or social media site alias, in order to provide them with the interaction or outcome they have requested. This may require Leadway to disclose an Online Site User’s personal information to one or more third parties, including but not limited to agents or external service providers.
- 30.2.7 If you are using an Online Site such that you are submitting your personal information, you should also first read and understand any separate privacy policy or policies that may apply to your use of any social media website that hosts our Online Site or is connected to any special function or promotion that you are entering. Leadway is not responsible to you for the information handling practices of any such third party, including any host website or service provider.
- 30.2.8 Where practical we will collect your personal information directly from you. Generally, we may collect personal information about you when you deal with us by email, letter, phone, in person at vehicle repair Centre or other location.

30.3 Security of personal information submitted to our Main Site

- 30.3.1 Personal information provided through Leadway Online Sites in connection with quotations, applications, transactions, communications, promotions or other services will be transmitted and handled using appropriate technical and organisational security measures, having regard to the nature and risks of the processing and applicable law.
- 30.3.2 Where online payments are available, payment information may be processed by Leadway, the relevant Leadway Group entity and/or authorised third-party payment providers in accordance with applicable security requirements, payment terms and privacy notices.

31. Personal Information submitted to Leadway for recruitment purposes

- 31.1.1 As part of our recruitment process, we will gather information on your background, including personal information that you include on your application or resume, such as your name, mailing address, telephone number, email address, career history, details of any competency tests or other information relating to your career.
- 31.1.2 In some circumstances, we may also collect sensitive information about you, such as information about your membership of a professional or trade association or trade union; security clearance or any criminal record(s) or charges you may have had filed against you. When we need to collect this type of information, we will obtain your consent. If it is provided to us by way of your initial application, then your consent for us to collect it will be inferred.
- 31.1.3 There may be occasions when we obtain personal information about you from a third party; for example, when receiving the results of a psychological or competency test or assessment center results. When we need to collect this type of information, we will obtain your consent prior to you taking part in the exercise.
- 31.1.4 In relation to the collection of personal information regarding references, we will not approach any referees without your specific permission or knowledge.
- 31.1.5 Please be aware that if you do not provide Leadway with the information we require, we may be limited in our ability to consider you for employment.
- 31.1.6 Unless permitted by law, we will only use your personal information collected in relation to recruitment for the primary purpose of employment with Leadway.
- 31.1.7 Should Leadway engage/employ third-party contractors or vendors to perform recruitment services for us, which involve handling your personal information, we will take reasonable steps to prohibit these parties from using your personal information except for the purposes for which it was supplied.
- 31.1.8 In instances where Leadway engages a third-party recruitment agency to assist

with our recruitment efforts, we will ensure that their privacy policy commitments complement ours.

32. Entering a promotion via an Online Site: collection and use of information

- 32.1 If you decide to enter a promotion that is made available or otherwise advertised on an Online Site, you will need to agree to that promotion's separate terms and conditions, which will be drawn to your attention as part of the entry process.
- 32.2 If a promotion's terms and conditions include opting into the promoter's marketing communications, you can change your mind and unsubscribe (subject to any specific restrictions for the relevant promotion) by contacting the promoter on the contact details provided in their promotional terms.

33. Your privacy rights and complaint resolution

- 33.1 If Leadway InsureHoldings or a relevant Leadway Entity has collected your personal information through your use of an Online Site, you may have rights to access, update, correct, erase, restrict or object to processing, or exercise other rights available under applicable data protection law. You may also make a privacy complaint using the contact details provided in the applicable privacy notice or on the relevant Online Site.

For privacy requests relating to Leadway InsureHoldings and Leadway Group Online Sites:

Email dpo@leadway.com or use the privacy contact details published on the relevant Leadway Online Site or applicable privacy notice.

- 33.2 We will review your correspondence or request and contact you with a reply or to ask you for further information, if it's required. We respect your legal right to access and correct your personal information and will respond to your request within a reasonable time. We will ordinarily not charge you a fee to access your personal information; however, in some circumstances, we may elect to charge you a reasonable access fee, as permitted by law.
- 33.3 If you make a privacy complaint, the applicable Leadway Entity will direct you to the relevant internal complaint or dispute-resolution process, where applicable. You may also have the right to lodge a complaint with the relevant data protection authority in the jurisdiction applicable to the processing.
- 33.4 You have the right as a data subject to lodge a complaint with the Nigeria Data Protection Commission (NDPC) where you believe that the processing of your personal data has violated the Nigerian Data Protection Act, 2023 (NDPA) or any other applicable data protection law. This right applies only to complaints relating to data privacy and the processing of personal data. Complaints may be submitted through the NDPC's designated electronic platform.

34. Third Party Sites (including third-party social media sites)

Our Online Sites may contain links to Third Party Sites (see term 2.1). Third-party sites should contain their own privacy statements, and those third parties are responsible for informing you about their security and privacy practices.

35. Cookies

- 35.1 Our Online Sites may use cookies and similar technologies to support website functionality, security, analytics, user preferences and, where applicable, online insurance quotation, purchase and account-management processes. Cookies may be controlled through your browser or any consent-management mechanism made available on the relevant Online Site.
- 35.2 We use cookies on our Main Site to enable the online insurance quotation and purchase processes. Therefore, if you wish to make full use of the Main Site, or any of our other Online Sites, it is recommended that you accept cookies. Cookies may also be used to collect and use information for a range of purposes, including maintaining and improving the operation of internet sites across the Leadway Group; to track user preferences and product requirements to customize Leadway Group internet sites, and improve advertising relevance. We may also have an arrangement with third parties who may use our cookies to improve our advertising relevance to you on their sites.
- 35.3 Third-party sites, such as social media sites which host our Social Media Sites, may also use cookies. You should refer to their respective terms of use and privacy policies for details.

36. The personal information of other people

You agree to obtain the prior consent or otherwise have a lawful basis for submitting personal information relating to another person through an Online Site, including any Social Media Site. Leadway and the relevant Leadway Entity will process such information in accordance with applicable data protection laws and the relevant privacy notice. If you are unsure whether you are authorized to provide another person's personal information, you should exercise caution and not provide it.