### **Talon Buyer Subscription Terms and Conditions (Subscription Services)**

#### 1. Introduction

These Subscription Terms and Conditions ("Terms") govern your access to and use of the Talon Buyer subscription plans (the "Subscriptions") offered by Talon ("Talon", "we", "us", or "our").

### 2. Subscription Term Lengths

Talon offers two subscription term lengths:

- **Monthly:** You can subscribe to a Talon plan on a month-to-month basis. There is no minimum commitment, and you can cancel your subscription at any time.
- Annual (Prepaid): You can subscribe to a Talon plan for a one-year term with a discounted rate compared to the monthly plan. Your subscription will automatically renew at the end of the term unless you cancel it beforehand.

# 3. Payment Terms

- **Payment Methods:** We accept major credit cards and debit cards as payment methods for your subscription.
- Automatic Billing: For both monthly and annual subscriptions, your chosen payment method will be automatically charged at the beginning of each billing cycle.
- Taxes: You are responsible for any applicable taxes associated with your subscription.

## 4. Data Privacy Policy

Talon is committed to protecting your privacy. Please refer to our separate Data Privacy Policy for a detailed explanation of our data collection practices, user rights over their data, and compliance with relevant data privacy regulations.

### 5. Termination

- Your Right to Cancel: You may cancel your subscription at any time by following the instructions provided within the Talon platform or by contacting sales@talon.com.
- Our Right to Terminate: We may terminate your subscription for cause, such as a
  violation of these Terms, repeated late payments or inactivity on your account. We
  will use reasonable efforts to notify you before terminating your subscription,
  except in emergency situations.

### 6. Disclaimer of Warranties

Talon Subscriptions are provided "as is" and without warranties of any kind, express or implied. Talon disclaims all warranties, including, but not limited to, warranties of merchantability, fitness for a particular purpose, and non-infringement.

### 7. Limitation of Liability

In no event shall Talon be liable for any indirect, incidental, consequential, special, punitive, or exemplary damages arising out of or relating to your use of the Subscriptions, even if Talon has been advised of the possibility of such damages.

### 8. Governing Law and Dispute Resolution

These Terms shall be governed by and construed in accordance with the laws of the Federal Republic of Nigeria, without regard to its conflict of laws provisions. Any dispute arising out of or relating to these Terms or your use of the Subscriptions shall be referred to the Lagos Multi-Door Courthouse ("LMDC") for mediation, within 14 (Fourteen) days of the dispute, which shall be conducted in accordance with the LMDC Mediation Procedure Rules, or such other rules mutually agreed by the parties.

#### 9. Entire Agreement

These Terms constitute the entire agreement between you and Talon with respect to the Subscriptions and supersede all prior or contemporaneous communications and proposals, whether oral or written.

#### 10.Amendment

We may update these Terms from time to time. The updated Terms will be posted on the Talon platform. We will use reasonable efforts to notify you of any material changes to the Terms. Your continued use of the Subscriptions after the posting of revised Terms constitutes your acceptance of the revised Terms.

### 11. Contact Us

If you have any questions about these Terms, please contact us at sales@usetalon.com.