

ZARI

**ZARI GIFTS LIMITED
AGREEMENT FOR VENDORS**

AGREEMENT TO TERMS

This Agreement (hereinafter referred to as “**Agreement**”) constitutes a legally binding agreement made between you, whether personally or on behalf of an entity (“**you**” or “**Vendor**”) and **Zari Gifts LTD** (“**we**,” “**us**” or “**our**”), concerning your access to and use of [<https://zari.ng>] as well as any other media form, media channel, mobile website or mobile application related, linked, or otherwise connected thereto (collectively, “**the Site**”).

You agree that by accessing the Site, you have read, understood, and agree to be bound by all of this Agreement. If you do not agree with this Agreement, then you are expressly prohibited from using this Site and you must discontinue use immediately.

Incremental terms and conditions or documents that may be posted on the Site from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to this Agreement at any time and for any reason.

We will alert you about any changes by updating the “**Last updated**” date of this Agreement, and you waive any right to receive specific notice of each such change.

It is your responsibility to periodically review this Agreement to stay informed of updates. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Agreement by your continued use of the Site after the date such revised T&C are posted.

The information provided on the Site is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country.

Accordingly, those persons who choose to access the Site from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

INCORPORATION OF PROVISIONS

This Agreement shall not be read in isolation of the contents provided for in [[Admin.zari.ng](#)] by us. Unless it is a specific clause, the clauses contained therein are deemed to form part of this Agreement unless it will form a repetition.

Where there is a contradiction between this Agreement and those contained in [[Admin.zari.ng](#)] the contents of this Agreement shall be read to have overridden that in the [[Admin.zari.ng](#)]

SERVICES

Zari Gifts LTD has a business idea carved out from the idea of (connecting different vendors and customers on an e-commerce platform to sell/buy gift items). Packages Description of Service under [**Zari.ng**]

While Zari Gifts LTD caters to creative and thoughtful gifting experience using tech, data and community to provide an interactive, hassle free experience, the scope of this Agreement is to provide qualifying vendors with the opportunity to sell products through the Company's e-commerce business. This Agreement supplements any other agreements governing the buying and selling of products between the Company and you, including any vendor buying agreements and/or purchase orders.

INTELLECTUAL PROPERTY RIGHTS

Unless otherwise indicated, this Agreement is our proprietary property and all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the Site (collectively, the "**Content**") and the trademarks, service marks, and logos contained therein (the "**Marks**") are owned or controlled by us or licensed to us, and are protected by copyright and trademark laws and various other intellectual property rights laws of Nigeria, foreign jurisdictions, and international conventions.

The Content and the Marks are provided on the Site "AS IS" for your information and personal use only. Except as expressly provided in this Agreement, no part of the Site and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

Provided that you are eligible to use the Site, you are granted a limited license to access and use the Site and to download or print a copy of any portion of the Content to which you have properly gained access solely for your personal, non-commercial use. We reserve all rights not expressly granted to you in and to the Site, the Content, and the Marks.

VENDOR REPRESENTATIONS

By using the Site, you represent and warrant that:

- (i) all registration information you submit will be true, accurate, current, and complete;
- (ii) you will maintain the accuracy of such information and promptly update such registration information as necessary;
- (iii) you have the legal capacity and you agree to comply with this Agreement;
- (iv) you are, under the laws applicable to you and your region, an adult and not prohibited from accessing this Website;
- (v) you will not access the Site through automated or non-human means, whether through a bot, script or otherwise;

- (vi) you will not use the Site for any illegal or unauthorized purpose; and
- (vii) your use of the Site will not violate any applicable law or regulation.

Further to the above, if you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Site (or any portion thereof).

USER REGISTRATION

You may be required to register with the Site. You agree to keep your password confidential and will be responsible for all use of your account and password. We reserve the right to remove, reclaim, or change a username you select if we determine, in our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable. You may also be required to produce documentation such as Incorporation document, physical addresses, contact information, to prove your legitimacy as a business owner

INDEMNIFICATIONS

You shall indemnify, defend and hold us harmless, our parents, affiliates, subsidiaries, officers, managers, partners, employees and agents from and against any and all claims, lawsuits, judgments, losses, civil penalties, liabilities, damages, costs and expenses including reasonable attorneys' fees and court costs, arising out of or related to any: (i) alleged defect or injury from Vendor's products; (ii) alleged failure of Vendor or Vendor's products to comply with this Agreement or any laws, regulations, warranties, guarantees, or representations of Vendor; (iii) allegations concerning Vendor content; (iv) negligent or grossly negligent action, inaction, omission or intentional misconduct of vendor; and/or (v) use of or infringement upon any intellectual property right of Vendor.

We shall mutually indemnify you from any (i) alleged failure from us to comply with this Agreement; (ii) negligent or grossly negligent action, inaction, omission or intentional misconduct from us; and/or (iii) use of or infringement upon any intellectual property of [**Name of the Company**].

MODE OF PAYMENT

Take note that Paystack Checkout is the valid method via which you shall receive payments under our website. In addition to the above, and under certain circumstances, payments can be made through Direct Purchase Order.

You agree to the payment modes cited above. Where payments are made, we may forward proof of payments (where necessary) upon completion of such delivery of gift item.

We reserve the right to refuse any payment made through the Site. We reserve the right to limit or prohibit rendering such services that, in our sole judgment, appear to be placed in violation of any trade laws.

PAYMENT TERMS

We will make payments lesser or more than seven days upon completion to your designated accounts for all products/services sold/offered on your behalf on our platform.

Please note that we will not make payments for a product that was not delivered or sales with defects. We would only make payments for purchases that have been successfully completed.

In some cases, payments may be issued before the service is rendered. In such instances, the terms and conditions of payment will be specified separately in a mutually agreed-upon agreement.

PROHIBITED ACTIVITIES

You may not access or use the Site for any purpose other than that for which we make the Site available. The Site may not be used in connection with any commercial endeavours except those that are specifically endorsed or approved by us.

As a user of the Site, you agree not to:

- (i) carry out, whether intentionally or otherwise, any single delivery under the use of our services;
- (ii) carry out, under the guise of requesting our services, any form of smuggling or dispatching of prohibited goods and items in general;
- (iii) systematically retrieve data or other content from the Site to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us;
- (iv) make any unauthorized use of the Site, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretences;
- (v) circumvent, disable, or otherwise interfere with security-related features of the Site, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Site and/or the Content contained therein;
- (vi) engage in unauthorized framing of or linking to the Site;
- (vii) trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords;
- (viii) make improper use of our support services or submit false reports of abuse or misconduct;
- (ix) engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools;

- (x) interfere with, disrupt, or create an undue burden on the Site or the networks or services connected to the Site;
- (xi) attempt to impersonate another user or person or use the username of another user;
- (xii) use any information obtained from the Site in order to harass, abuse, or harm another person;
- (xiii) use the Site as part of any effort to compete with us or otherwise use the Site and/or the Content for any revenue-generating endeavour or commercial enterprise;
- (xiv) decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Site;
- (xv) attempt to bypass any measures of the Site designed to prevent or restrict access to the Site, or any portion of the Site;
- (xvi) harass, annoy, intimidate, or threaten any of our employees, customers and/or agents engaged in providing any portion of the Site to you;
- (xvii) delete the copyright or other proprietary rights notice from any Content;
- (xviii) copy or adapt the Site's software, including but not limited to Flash, PHP, HTML, JavaScript, or other code;
- (xix) upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Site or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Site;
- (xx) upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms");
- (xxi) except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Site, or using or launching any unauthorized script or other software;
- (xxii) disparage, tarnish, or otherwise harm, in our opinion, us and/or the Site; and
- (xxiii) use the Site in a manner inconsistent with any applicable laws or regulations.

GUIDELINES FOR REVIEW

We may provide you areas on the website to leave reviews or ratings. When posting a review, you must comply with the following criteria:

- (i) you should have first-hand experience with the person/entity being reviewed;
- (ii) your reviews should not contain offensive profanity, or abusive, racist, offensive, or hate language;
- (iii) your reviews should not contain discriminatory references based on religion, race, gender, national origin, age, marital status, sexual orientation, or disability;
- (iv) your reviews should not contain references to illegal activity;
- (v) you should not be affiliated with competitors if posting negative reviews;
- (vi) you should not make any conclusions as to the legality of conduct;
- (vii) you may not post any false or misleading statements; and
- (viii) you may not organize a campaign encouraging others to post reviews, whether positive or negative.

We may accept, reject, or remove reviews in our sole discretion. We have absolutely no obligation to screen reviews or to delete reviews, even if anyone considers reviews objectionable or inaccurate. Reviews are not endorsed by us, and do not necessarily represent our opinions or the views of any of our affiliates or partners.

We do not assume liability for any review or for any claims, liabilities, or losses resulting from any review. By posting a review, you hereby grant to us a perpetual, non-exclusive, worldwide, royalty-free, fully-paid, assignable, and sub licensable right and license to reproduce, modify, translate, transmit by any means, display, perform, and/or distribute all content relating to reviews.

SOCIAL MEDIA

As part of the functionality of the Site, you may link your account with online accounts you have with third-party service providers (each such account, a “Third-Party Account”) by either:

- (i) providing your Third-Party Account login information through the Site; or
- (ii) allowing us to access your Third-Party Account, as is permitted under the applicable terms and conditions that govern your use of each Third-Party Account.

You represent and warrant that you are entitled to disclose your Third-Party Account login information to us and/or grant us access to your Third-Party Account, without breach by you of any of the terms and conditions that govern your use of the applicable Third-Party Account, and without obligating us to pay any fees or making us subject to any usage limitations imposed by the third-party service provider of the Third-Party Account.

By granting us access to any Third-Party Accounts, you understand that:

- (i) we may access, make available, and store (if applicable) any content that you have provided to and stored in your Third-Party Account (the “**Social Network Content**”) so that it is available on and through the Site via your account, including without limitation any friend lists; and
- (ii) we may submit to and receive from your Third-Party Account additional information to the extent you are notified when you link your account with the Third-Party Account.

Depending on the Third-Party Accounts you choose and subject to the privacy settings that you have set in such Third-Party Accounts, personally identifiable information that you post to your Third-Party Accounts may be available on and through your account on the Site. Please note that if a Third-Party Account or associated service becomes unavailable or our access to such Third-Party Account is terminated by the third-party service provider, then Social Network Content may no longer be available on and through the Site.

You will have the ability to disable the connection between your account on the Site and your Third-Party Accounts at any time. PLEASE NOTE THAT YOUR RELATIONSHIP WITH THE THIRD-PARTY SERVICE PROVIDERS ASSOCIATED WITH YOUR THIRD-PARTY ACCOUNTS IS GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH SUCH THIRD-PARTY SERVICE PROVIDERS.

We make no effort to review any Social Network Content for any purpose, including but not limited to, for accuracy, legality, or non-infringement, and we are not responsible for any Social Network Content. You acknowledge and agree that we may access your email address book associated with a Third-Party Account and your contacts list stored on your mobile device or tablet computer solely for purposes of identifying and informing you of those contacts who have also registered to use the Site.

You can deactivate the connection between the Site and your Third-Party Account by contacting us using the contact information below or through your account settings (if applicable). We will attempt to delete any information stored on our servers that was obtained through such Third-Party Account, except the username and profile picture that become associated with your account.

SITE MANAGEMENT

We reserve the right, but not the obligation, to:

- (i) monitor the Site for violations of this Agreement;
- (ii) take appropriate legal action against anyone who, in our sole discretion, violates the law or this Agreement, including without limitation, reporting such user to law enforcement authorities;

- (iii) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof;
- (iv) in our sole discretion and without limitation, notice, or liability, to remove from the Site or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems;
- (v) otherwise manage the Site in a manner designed to protect our rights and property and to facilitate the proper functioning of the Site.

PRIVACY POLICY

We care about data privacy and security. Please review our Privacy Policy posted on [[Zari.ng](#)] By using the Site, you agree to be bound by our Privacy Policy, which is incorporated into this Agreement. Please be advised the Site is hosted in Nigeria.

If you access the Site from any country in the Common wealth, or any other region of the world with laws or other requirements governing personal data collection, use, or disclosure that differ from applicable laws in Nigeria, then through your continued use of the Site, you are transferring your data to Nigeria, and you expressly consent to have your data transferred to and processed in Nigeria.

COPYRIGHT INFRINGEMENTS

We respect the intellectual property rights of others. If you believe that any material available on or through the Site infringes upon any copyright you own or control, please immediately notify us using the contact information provided below (a “Notification”). A copy of your Notification will be sent to the person who posted or stored the material addressed in the Notification.

Please be advised that pursuant to Federal law you may be held liable for damages if you make material misrepresentations in a Notification. Thus, if you are not sure that material located on or linked to by the Site infringes your copyright, you should consider first contacting an attorney.

TERMS AND TERMINATION

TERM AND TERMINATION

This Agreement shall remain in full force and effect while you use the Site. WITHOUT LIMITING ANY OTHER PROVISION OF THIS AGREEMENT, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SITE (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION

FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THIS AGREEMENT OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE SITE OR DELETE [YOUR ACCOUNT AND] ANY CONTENT OR INFORMATION THAT YOU POSTED AT ANY TIME, WITHOUT WARNING, IN OUR SOLE DISCRETION.

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party.

In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

MODIFICATIONS AND INTERRUPTIONS

We reserve the right to change, modify, or remove the contents of the Site at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Site. We also reserve the right to modify or discontinue all or part of the Site without notice at any time.

We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Site.

We cannot guarantee the Site will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Site, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Site at any time or for any reason without notice to you.

You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Site during any downtime or discontinuance of the Site. Nothing in this Agreement will be construed to obligate us to maintain and support the Site or to supply any corrections, updates, or releases in connection therewith.

GOVERNING LAW

This Agreement and your use of the Site are governed by and construed in accordance with the laws of the Federal Republic of Nigeria.

CORRECTION

There may be information on the Site that contains typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Site at any time, without prior notice.

DISCLAIMER

THE SITE IS PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE SITE SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SITE AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SITE'S CONTENT OR THE CONTENT OF ANY WEBSITES LINKED TO THIS SITE AND WE WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SITE, (3) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SITE, (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SITE BY ANY THIRD PARTY, AND/OR (6) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SITE. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SITE, ANY HYPERLINKED WEBSITE, OR ANY WEBSITE OR MOBILE APPLICATION FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

LIMITATIONS OF LIABILITY

IN NO EVENT WILL WE OR OUR DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, LOST REVENUE, LOSS OF DATA, OR OTHER DAMAGES ARISING FROM YOUR USE OF OUR WEBSITE.

ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES

Visiting and engaging on our website, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that

all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communication be in writing. YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR VIA THE SITE.

You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

MISCELLANEOUS

This Agreement and any policies or operating rules posted by us on this website or in respect to the Site constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision.

This Agreement operates to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control.

If any provision or part of a provision of this Agreement are determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from this Agreement and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment or agency relationship created between you and us as a result of this Agreement or use of the website.

You agree that this Agreement will not be construed against us by virtue of having drafted them. You hereby waive any and all defences you may have based on the electronic form of this Agreement and the lack of signing by the parties hereto to execute this Agreement.