



ZARI GIFTS LIMITED

TERMS OF USE

These Terms of Use (“**Terms**”) govern the use of our platform which is provided by Zari Gifts LTD (“**We**” or “**Company**”). The Terms contained herein on this webpage shall govern your access to and use of this Website and/or using the online services (Site), including all pages, images, illustrations, designs, photographs, video clips, text, icons, designs written information, and other materials that appear on this Site. "**You**" and "**Your**" refer to the person who uses or accesses the Website.

Please read these Terms carefully as they affect your rights and liabilities in respect of the use of the Website. By accessing the Website and/or using the online services, you agree to be bound by the Terms. If you do not accept any of these Terms, you must immediately discontinue your access to this Website and/or use of the online services.

By using the Website and/or online services, you accept the following Terms in full.

1. INTRODUCTION

The Website serves as a platform that facilitates the connection and transactions between vendors/sellers of gift items, gift cards, and gift packages, as well as customers. It provides an innovative and emerging E-commerce and technological service, allowing both vendors and buyers to access and engage with this platform

2. AMENDMENTS

We may update these Terms from time to time for legal or regulatory reasons or for the proper operation of the Website. You will be notified of any changes via the e-mail address provided by you on registration or via a suitable announcement on the Website. The changes will apply to the use of the Website after such notice has been given. If you do not wish to accept the new Terms, you should discontinue your use of the Website. If you continue to use the Website after the date on which the change comes into effect, your use of the Website indicates your agreement to be bound by the new Terms of Use.

3. LICENCE TO USE THE WEBSITE

- 3.1. We grant you a non-assignable, non-exclusive and revocable license to use this Website and/or online services. This licence is applicable to all updates, upgrades, new versions and replacements made to the Website and/or online services. All right, title and interest in and to this Website and/or online services are and will remain the exclusive property of the Company.

- 3.2. If you do not comply with all the provisions, you will be liable for all resulting damages suffered by you, the Company, and all third parties. Unless otherwise agreed in writing by Company, you agree not to alter, re-design, reproduce, adapt, display, distribute, translate, disassemble, reverse, engineer, or otherwise attempt to create any source code that is derived from this Website.
- 3.3. Any feedback, comments, or suggestions you may provide to us and our services is entirely voluntary, and we will be free to use such feedback, comments or suggestion as we see fit without any obligation to you.

4. PRODUCT DESCRIPTION

- 4.1. We make every effort to ensure that our product descriptions are accurate and complete. However, we do not guarantee that the product descriptions, prices, or any other content on our website is error-free, complete, or current. We reserve the right to modify or update the content on our website at any time without prior notice.

5. COMPLIANTS

- 5.1. If you are not satisfied with your purchase for any reason, please contact us within 7 days to make any official complaint. We will do our best to resolve any issues and ensure proper value exchange between you and the Vendors.

6. PAYMENT & SHIPPING

- 6.1. All prices are listed in the currency displayed on our website. We accept payment through a payment processor; Paystack. We reserve the right to refuse any order for any reason.
- 6.2. Shipping costs and estimated delivery times vary depending on the destination and the shipping method selected. We are not responsible for any delays or damages incurred during shipping.

7. AVAILABILITY/USE OF THE WEBSITE

- 7.1. You agree to comply with any and all the guidelines, notices, operating rules and policies and instructions pertaining to the use of this Website and/or online services, as well as any amendments to the aforementioned, issued by us, from time to time. We reserve the right to revise these guidelines, notices, operating rules and policies, and instructions at any time and you are deemed to be aware of and bound by any changes to the foregoing upon their publication on the Website.
- 7.2. You agree not to use the Website and/or online services other than in conformance with the acceptable use policies of any connected computer networks, any applicable internet standards and any other applicable laws.

- 7.3. You agree not to use the site to impersonate or attempt to impersonate Zari Gifts LTD, our employees, another user, or any other person or entity.
- 7.4. You agree not to resell any Zari Gifts LTD products without permission from the Company.
- 7.5. We may, from time to time, with/without giving reason or prior notice, upgrade, modify, suspend or discontinue the provision of or remove, whether in whole or in part, the Website and/or online services and shall not be liable if any such upgrade, modification, suspension or removal prevents you from accessing the Website and/or online services.
- 7.6. Although we aim to offer you the best service possible, we make no promise that the Website will meet your requirements. We cannot guarantee that the services will be fault-free. If a fault occurs with the Website, you should report it to “Support@zari.ng” and we will attempt to correct the fault as soon as we reasonably can.
- 7.7. Your access to the Website may be occasionally restricted to allow for repairs, maintenance or the introduction of new facilities or services. We will attempt to restore the service as soon as we reasonably can.

8. REQUIREMENTS OF REGISTRATION

- 8.1. To access this Website, you will be asked to provide certain registration details such as an email address, credit card information, username, and password or other information for customers.
- 8.2. Registration and/or sign up as a User on this Website shall only be conducted by individuals or entities who can form legally binding contracts under applicable law. For this reason, only persons 18 (eighteen) years of age and above have the legal capacity to enter into and form contracts under any applicable law.
- 8.3. It is a condition of your use that all the information you provide on this Website shall be correct, current and complete. If the Company believes that the information you provide is not correct, or complete, Company has the right to refuse you access to this Website or any of its resources and to terminate or suspend your access at any time.
- 8.4. When you register to use the Website, you will be asked to create a password; to prevent fraud, you must keep this password confidential and must not disclose it or share it with anyone. If you know or suspect that someone else knows your password, you should try to reset your password immediately using the reset/forgot password option. If the problem persists, kindly notify us by contacting “Support@zari.ng” immediately.
- 8.5. Your account shall be used exclusively by you, and you shall not transfer your account to any third party. If you authorize any third party to manage your account on your behalf,

this shall be at your own risk and the Company shall not be liable to you in any way for any loss or liability arising from this clause.

- 8.6. If the Company has a reason to believe that there is likely to be a breach of security or misuse of the Website, we may require you to change your password or we may suspend your account.
- 8.7. You acknowledge and agree that for all intent and purposes, the persons who purchase goods/services and or gift items from you through the Website are your customers, and you, not the Company, owe obligations directly to the customers.

9. THE COMPANY'S RIGHT TO SUSPEND OR CANCEL YOUR REGISTRATION

- 9.1. We may suspend or cancel your registration immediately at our reasonable discretion or if you breach any of your obligations under these Terms of Use.
- 9.2. You can cancel your registration at any time by informing us in writing at "Support@zari.ng" If you do so, you must stop using the Website.
- 9.3. The suspension or cancellation of your registration and your right to use the Website shall not affect the statutory rights or liabilities.

10. WEBSITE OWNERSHIP AND USE RESTRICTIONS

10.1. Ownership

The material and content (including, but not limited to, all design, text, sound recordings, images or links) accessible from this Website, and any other worldwide website owned, operated, licensed or controlled by the Company is the proprietary information of the Company. The Company retains all rights, title, and interest in the content. Accordingly, the Content may not be copied, distributed, republished, uploaded, posted or transmitted in any way without the prior written consent of the Company, except that you may print out a copy of the Content solely for your personal use. In doing so, you may not remove or alter, or cause to be removed or altered, any copyright, trademark, trade name, service mark, or any other proprietary notice or legend appearing on any of the Content. Modification or use of the content except as expressly provided in these Terms of Use violates Company's intellectual property rights. Neither title nor intellectual property rights are transferred to you by access to this Website.

10.2. Restricted use

- 10.2.1. No part or parts of the Website and/or our online services, or any materials may be reproduced, reverse-engineered, decompiled, disassembled, separated, altered, distributed, stored, adapted, republished, displayed, broadcast,

hyperlinked, mirrored, framed, transferred or transmitted in any manner or by any means or stored in an information retrieval system or installed on any servers, system or equipment without the prior written consent of Company.

10.2.2. Save and except with Company's prior written consent, you may not insert a hyperlink to the Website or any part thereof on any other Website, or "mirror" or frame the Website, any part thereof, or any information or materials contained in the Website on any other server, Website or web page.

10.3. **Trademarks**

All trademarks, service marks and logos used on the Website are the property of the Company. No license or right is granted and your access to the Website and/or use of the online services should not be construed as granting, by implication, estoppel, or otherwise any license or right to use any trademarks, service marks or logos appearing on the Website without the prior written consent of the Company. Save and except with prior written consent from the Company, no such trademark, service mark or logo may be used as a hyperlink or to mark any hyperlink to any Group site or any other site.

10.4. We reserve the right to enforce Intellectual Property Rights on the Website and/or online services to the full extent of the law.

11. **WEBSITE SECURITY**

11.1. Users of our Website are strictly prohibited from violating or trying to violate the security features of this Website, such as by: (a) accessing data not intended for that user or logging onto a server or an account which the user is not authorized to access; (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures unless we expressly authorize that user to do so in writing; (c) attempting to interfere with service to any user, host or network, such by means of submitting a virus to this Website, overloading, "flooding", "spamming", "mail bombing" or "crashing"; (e) sending unsolicited email, including promotions and/or advertising of products or services; or (f) forging TCP/IP packet header or any part of the header information in any email or newsgroup posting. Violations of system or network security may result in civil or criminal liability. We will investigate occurrences that may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations.

11.2. By using this Website, you hereby agree not to use any device, software or routine to interfere or try to interfere with the proper working of this Website or any activity being conducted on this Website. You further agree not to use or try to use any engine, software, tool, agent, other device or mechanism (including browsers, spiders, robots, avatars, or

intelligent agents) to navigate or search this Website other than the search engine and search agents which we make available on this Website.

12. PRIVACY STATEMENT

Your use of this Website signifies your continuing consent to the Company's Privacy Policy which you can examine any time by clicking of the "privacy" link on the Website. Personal information that you supply to the Company and any information about your use of the Website that we obtain will be subject to the Company's Privacy Statement on this Website.

13. WARRANTY DISCLAIMER NOTICE

- 13.1. Unless otherwise specified in writing, the Company provides this website and/or online services on an "as is" and "as available" basis and makes no representations or warranties of any kind, either statutory, express or implied or any implied or statutory condition of merchantability, fitness for a particular purpose, availability, security, title and non-infringement of intellectual property rights.
- 13.2. The Company makes no representation or warranty of any kind, express or implied, as to the operation of the Website or that the Website will meet your requirements or that the website will remain free from any interruption, bugs, inaccuracies, and error.
- 13.3. Your use of this website and/or online services are at your own risk, and you alone will be responsible for any damage that results in loss of data or damage to your computer system.
- 13.4. To the full extent permissible by law, the company disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. The company does not warrant that the Website are free of viruses or other harmful components.
- 13.5. To the full extent permissible by law, the company will not be liable for any damages of any kind arising from the use of the Website or other services included or otherwise made available to you through the Website, including, but not limited to direct, indirect, incidental, punitive, and consequential damages, unless otherwise specified in writing.

14. LIMITATION OF LIABILITY AND EXCLUSIONS

- 14.1. You agree that the Company or any of its employees, directors, officers, agents, suppliers or third-party service providers will in no way be liable to you or any other person for any direct, indirect, incidental, punitive, consequential, special or exemplary damages or any damages whatsoever including but not limited to damages resulting from revenue loss, profit loss, use, data, goodwill, business interruption or any other intangible losses (whether the Company has been advised of the possibility of such damages or not) arising

out of the Website or its contents (including, without limitation, use, inability to use, or arising from the result of use of this website or contents) whether such damages are based on warranty, tort, contract, statute or any other legal theory.

- 14.2. In jurisdictions where the exclusion of certain warranties or the limitation or exclusion of liability for certain damages and the scope and duration of such warranties are prohibited, some of the above disclaimers and limitations of liability may not, as a matter of applicable law, apply to you in their entirety, but will apply to the maximum extent permitted by applicable law.

15. HYPERLINKS

For your convenience, we may include hyperlinks to other Websites or content on the internet that are owned or operated by third parties. Such linked Websites or content are not under the control of the Company, and we are not liable for any errors, omissions, delays, defamation, libel, slander, falsehood, obscenity, pornography, profanity, inaccuracy or any other objectionable material contained in the contents, or the consequences of accessing any linked website. Any hyperlinks to any other websites or content are not an endorsement or verification of such websites or content and you agree that your access to or use of such linked websites or content is entirely at your own risk and subject to the Terms of access and/or use contained therein.

16. ADVERTISING

We may attach banners, java applets and/or such other materials to the Website for the purposes of advertising our or our Business Partners' products and/or services. For the avoidance of doubt, you shall not be entitled to receive any payment, fee and/or commission in respect of any such advertising or other promotional materials. We will not be responsible to you for any error or inaccuracy in advertising and sponsorship material.

17. YOUR SUBMISSIONS AND INFORMATION

- 17.1. You grant us a non-exclusive license to use the materials or information that you submit to the Website and/or provide to us, including but not limited to, questions, reviews, comments, and suggestions (collectively, "Submissions"). When you post comments or reviews on the Website, you also grant us the right to use the name that you submit or your username in connection with such review, comment, or other content. You shall not use a false e-mail address, pretend to be someone other than yourself or otherwise mislead us or third-parties as to the origin of any Submissions. We may, but shall not be obligated to, publish, remove or edit your Submissions.
- 17.2. You consent to and authorize the use by us of any information provided by you (including Personal Data) for the purposes of sending informational and promotional e-mails to you

where you agree. Your agreement shall constitute your consent for the purpose of the provisions of any spam control laws (whether in Nigeria or elsewhere). You may subsequently opt out of receiving promotional e-mails by clicking on the appropriate hyperlink in any promotional e-mail.

- 17.3. You acknowledge that you have read and agree to the Privacy Policy on the Website and consent to our collection, use and disclosure of your Personal Data for the purposes as set out in the Privacy Policy.

18. NOTICES

- 18.1. All notices or other communications given to you if:
- 18.1.1. communicated through any print or electronic media as we may select will be deemed to be notified to you on the date of publication or broadcast; or
 - 18.1.2. sent by post or left at your last known address will be deemed to be received by you on the day following such posting or on the day when it was so left.
- 18.2. You may only give notice to us in writing sent to our designated address or e-mail address, and we shall be deemed to have received such notice only upon receipt.

19. INDEMNITY

By using the Website, you hereby agree to indemnify and undertake to hold the Company harmless against all damages, losses, liabilities, expenses and costs (including legal costs) suffered or incurred by you in connection with or arising from your access of the Website and/or use of the online services and any breach by you of any provision of these Terms. You will indemnify and hold the Company harmless from and against any claim, suit or proceedings brought against you arising from or in connection with violations of Intellectual Property Rights or other rights of third parties in relation to your use of the Website and online services.

20. GENERAL

- 20.1. **No waiver:** Our failure to enforce these Terms shall not constitute a waiver of these terms, and such failure shall not affect the right later to enforce these Terms. We would still be entitled to use our rights and remedies in any other situation where you breach these Terms.
- 20.2. **Severability:** If at any time any provision of these Terms shall be or shall become illegal, invalid or unenforceable in any respect, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby, and shall continue in force as if such illegal, invalid or unenforceable provision was severed from these Terms.
- 20.3. **Rights of third parties:** A person or entity who is not a party to these Terms shall have no right to enforce any these Terms, regardless of whether such person or entity has been

identified by name, as a member of a class or as answering a particular description. For the avoidance of doubt, nothing in this Clause shall affect the rights of any permitted assignee or transferee of these Terms.

- 20.4. **Termination:** In our sole and absolute discretion, we may with immediate effect upon giving you notice, terminate your use of the Website and/or online services. We may bar access to the Website and/or online services (or any part thereof) for any reason whatsoever, including a breach of any of these Terms, or if in our opinion or the opinion of any regulatory authority, it is not suitable to continue providing the services relating to our Website and/ or online services.
- 20.5. **Breach of these Terms:** Without prejudice to other rights under these Terms, if you breach these Terms in any way, Company may take such action as it deems appropriate to deal with the breach, including suspending your access to the Website, prohibiting you from accessing the Website, blocking computers using your IP address from accessing the Website, contacting your internet service provider to request that they block your access to the Website and/or bringing court proceedings against you.
- 20.6. **Language:** If these Terms is executed or translated in any language other than English (“Foreign Language Version”), the English language version of these Terms shall govern and shall take precedence over the Foreign Language Version.
- 20.7. **Binding and Conclusive:** You acknowledge and agree that any records (including records of any telephone conversations relating to our online services, if any) maintained by us or our service providers relating to or in connection with the Website and online services shall be binding and conclusive on you for all purposes whatsoever and shall be conclusive evidence of any information and/or data transmitted between us and you. You hereby agree that all such records are admissible in evidence and that you shall not challenge or dispute the admissibility, reliability, accuracy or authenticity of such records merely on the basis that such records are in electronic form or are the output of a computer system, and you hereby waive any of your rights, if any, to object so.
- 20.8. **Sub-Contracting and Delegation:** We reserve the right to delegate or sub-contract the performance of any of our functions in connection with the Website and/or online services and reserve the right to use any service providers, subcontractors and/or agents on such terms as we deem appropriate.
- 20.9. **Assignment:** You may not assign your rights under these Terms without our prior written consent. Any assignment without the prior written consent of the Company constitutes a breach and the provisions of clause 16.6 above shall apply. We may assign our rights under these Terms to any third party.
- 20.10. **Force Majeure:** We shall not be liable for non-performance, error, interruption, or delay in the performance of its obligations under these Terms (or any part thereof) or for any

inaccuracy, unreliability or unsuitability of the contents of the Website if this is due, in whole or in part, directly or indirectly to an event or failure which is beyond our reasonable control.

21. DISPUTE RESOLUTION

- 21.1. If you have any concerns or disputes about the Website and/or online service, you agree to first contact the Company to try to resolve the dispute amicably.
- 21.2. If the dispute is not settled amicably within ten (10) business days from when the discussion was initiated, the dispute shall be referred to mediation.
- 21.3. Where the dispute is not resolved by mediation, you agree to submit to the non-exclusive jurisdiction of the state and federal courts located in Nigeria for the resolution of any disputes.

22. GOVERNING LAW

The Website is controlled and operated in the Federal Republic of Nigeria (“**Nigeria**”). The use of the Website and/or online services and these Terms shall be governed by and construed in accordance with the laws of Nigeria and you hereby submit to the exclusive jurisdiction of the national and state courts.