

TERMS AND CONDITIONS

(Aligned with the Nigeria Data Protection Act, 2023)

1. Acceptance of Terms

By accessing or using this software platform ("Platform"), you agree to be bound by these Terms & Conditions and confirm that you have read and understood our Privacy Policy, which complies with the Nigeria Data Protection Act (NDPA) 2023.

2. Description of Services

The Platform provides software solutions that help businesses manage customer relationships, streamline sales processes, run effective marketing campaigns, and access real time analytics to drive growth and improve customer satisfaction. The Platform supports the sale of both services such as hair making, plumbing, and other professional services as well as physical products.

3. License Grant

The Company grants you a limited, non-exclusive, non-transferable, and revocable license to access and use the Platform solely for lawful internal business purposes, subject to compliance with these Terms.

All ownership rights remain exclusively with the Company.

4. User Responsibilities and Restrictions

4.1 User Responsibilities

You agree to:

- Use the Platform in compliance with all applicable laws, including the NDPA
- Ensure that any personal data uploaded has been lawfully obtained
- Obtain all necessary consents from data subjects whose data you process

4.2 Prohibited Use

You shall not:

- Copy, modify, reverse engineer, or create derivative works of the Platform
- Sell, sublicense, lease, or grant access to unauthorized third parties
- Use the Platform to process personal data unlawfully
- Upload malicious code, viruses, or harmful data

5. Intellectual Property

All intellectual property rights in the Platform including software, source code, system architecture, trademarks, designs, and documentation belong exclusively to the Company or its licensors.

6. Payment and Fees (If Applicable)

Fees and Charges

The Business agrees to pay the Platform a subscription fee for access to and use of the Platform, as may be specified from time to time. In addition to the subscription fee, the Platform shall be entitled to charge and collect a percentage based commission on each sale, transaction, or service completed through the Platform.

The applicable subscription fees and commission rates shall be communicated to the Business and may be updated by the Platform upon prior notice. All fees and commissions are exclusive of applicable taxes unless otherwise stated.

Subscription fees, billing cycles, and payment terms shall be clearly disclosed.

All fees are exclusive of applicable taxes and, except where required by law, non-refundable.

7. Data Protection, Privacy & NDPA Compliance

7.1 Data Roles

For purposes of the NDPA:

Business Data and Data Control

The User is responsible for providing accurate, lawful, and up to date information relating to their business(es) on the Platform. By uploading such data, the User grants the Platform the right to store, display, process, publish, and use such data for the purpose of operating the Platform, facilitating transactions, marketing, analytics, and enabling visibility of the User's business to other users.

The Platform acts as a data controller in respect of business data processed through the Platform and determines the purposes and means of such processing.

The User acknowledges and agrees that the Platform may retain business data for operational, legal, compliance, and record keeping purposes in accordance with applicable data protection laws and the Platform's Privacy Policy.

7.2 Lawful Processing

The Platform processes personal data in accordance with NDPA principles, including:

- Lawfulness, fairness, and transparency
- Purpose limitation
- Data minimization
- Accuracy
- Storage limitation
- Integrity and confidentiality

7.3 Data Security

The Company implements appropriate technical and organizational measures to protect personal data against unauthorized access, loss, misuse, or disclosure, in line with NDPA requirements.

7.4 Data Subject Rights

In accordance with the NDPA, data subjects have the right to:

- Access their personal data

- Request rectification or erasure
- Object to processing
- Request data portability
- Withdraw consent where applicable

Users are responsible for responding to data subject requests relating to data they control.

7.5 Data Breach Notification

In the event of a personal data breach, the Company shall notify affected Users without undue delay and cooperate in meeting NDPA notification obligations to the Nigeria Data Protection Commission (NDPC).

7.6 Cross-Border Data Transfers

Where personal data is transferred outside Nigeria, such transfers shall be conducted in compliance with NDPA requirements and appropriate safeguards.

8. Data Ownership

Users retain full ownership of their business and customer data.

The Company does not claim ownership of user data and processes it solely to provide and improve the Platform.

9. Warranty Disclaimer

The Platform is provided “as is” and “as available.”

The Company disclaims all express or implied warranties, including merchantability, fitness for a particular purpose, and uninterrupted availability.

10. Limitation of Liability

To the maximum extent permitted by Nigerian law:

- The Company shall not be liable for indirect, incidental, or consequential damages
- Total liability shall not exceed the fees paid by the User in the twelve (12) months preceding the claim

11. Termination

11.1 Termination by User

You may terminate use of the Platform at any time however, where the User terminates this Agreement while any fees, charges, commissions, or other amounts remain outstanding, the Platform reserves the right to recover all such amounts. All payment obligations incurred prior to termination shall survive termination and become immediately due and payable.

11.2 Termination by Company

The Company may suspend or terminate access where:

- These Terms are breached
- There is misuse of personal data
- Required by law or regulatory authorities

Upon termination, access rights immediately cease.

12. Governing Law and Jurisdiction

These Terms shall be governed by and interpreted in accordance with the laws of the Federal Republic of Nigeria, including the Nigeria Data Protection Act, 2023.

13. Amendments

The Company may update these Terms to reflect legal or regulatory changes. Continued use of the Platform constitutes acceptance of revised Terms.

14. Entire Agreement

These Terms and the Privacy Policy constitute the entire agreement between the parties regarding use of the Platform.