# **Terms and conditions**

These terms and conditions ("Terms", "Agreement") are an agreement between Streetyze Technologies Ltd ("Streetyze Technologies Ltd", "us", "we" or "our") and you ("User", "you" or "your"). This Agreement sets forth the general terms and conditions of your use of the <a href="landsng.com">landsng.com</a> website and any of its products or services (collectively, "Website" or "Services").

#### **Accounts and membership**

If you create an account on the Website, you are responsible for maintaining the security of your account and you are fully responsible for all activities that occur under the account and any other actions taken in connection with it. Providing false contact information of any kind may result in the termination of your account. You must immediately notify us of any unauthorized uses of your account or any other breaches of security. We will not be liable for any acts or omissions by you, including any damages of any kind incurred as a result of such acts or omissions.

# **Billing and payments**

You shall pay all fees or charges to your account in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is due and payable. Where Services are offered on a free trial basis, payment may be required after the free trial period ends, and not when you enter your billing details (which may be required prior to the commencement of the free trial period). If auto-renewal is enabled for the Services you have subscribed for, you will be charged automatically in accordance with the term you selected. If, in our judgment, your purchase constitutes a high-risk transaction, we will require you to provide us with a copy of your valid government-issued photo identification, and possibly a copy of a recent bank statement for the credit or debit card used for the purchase. We reserve the right to change products and product pricing at any time. We also reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we

may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made.

# **Accuracy of information**

Occasionally there may be information on the Website that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, availability, promotions and offers. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information on the Website or on any related Service is inaccurate at any time without prior notice (including after you have submitted your order). We undertake no obligation to update, amend or clarify information on the Website including, without limitation, pricing information, except as required by law. No specified update or refresh date applied on the Website should be taken to indicate that all information on the Website or on any related Service has been modified or updated.

#### **Prohibited uses**

In addition to other terms as set forth in the Agreement, you are prohibited from using the Website or its Content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

#### Intellectual property rights

Unless otherwise indicated, the Site 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 and unfair competition laws of Nigeria, and international conventions. This Agreement does not transfer to you any intellectual property owned by Streetyze Technologies Ltd or third-parties, and all rights, titles, and interests in and to such property will remain (as between the parties) solely with Streetyze Technologies Ltd. All trademarks, service marks, graphics and logos used in connection with our Website or Services, are trademarks or registered trademarks of Streetyze Technologies Ltd or Streetyze Technologies Ltd licensors. Other trademarks, service marks, graphics and logos used in connection with our Website or Services may be the trademarks of other third-parties. Your use of our Website and Services grants you no right or license to reproduce or otherwise use any Streetyze Technologies Ltd or third-party trademarks.

# **Disclaimer of warranty**

The site is provided on an as-is and as-available basis. You agree that your use of the site and our 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 warranty that the Services will meet your requirements, or that the Service will be uninterrupted, timely, secure, or error-free; nor do we make any warranty as to the results that may be obtained from the use of the Service or as to the accuracy or reliability of any information obtained through the Service or that defects in the Service will be corrected. We make no warranties or representations about the accuracy or completeness of the site's content or the content of any websites linked to the 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, (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, (6) any commitment to or purchase of property, land, products, good or services through the use of information on this website 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.

# **Limitation of liability**

To the fullest extent permitted by applicable law, in no event will Streetyze Technologies Ltd, its affiliates, officers, directors, employees, agents, suppliers or licensors be liable to any person for (a): any indirect, incidental, special, punitive, cover or consequential damages (including, without limitation, damages for lost profits, revenue, sales, goodwill, use or content, impact on business, business interruption, loss of anticipated savings, loss of business opportunity) however caused, under any theory of liability, including, without limitation, contract, tort, warranty, breach of statutory duty, negligence or otherwise, even if Streetyze Technologies Ltd has been advised as to the possibility of such damages or could have foreseen such damages. To the maximum extent permitted by applicable law, the aggregate liability of Streetyze Technologies Ltd and its affiliates, officers, employees, agents, suppliers and licensors, relating to the services will be limited to an amount greater of one Naira or any amounts actually paid in cash by you to Streetyze Technologies Ltd for the prior one month period prior to the first event or occurrence giving rise to such liability. The limitations and exclusions also apply if this remedy does not fully compensate you for any losses or fails of its essential purpose. Streetyze Technologies does not collect or store billing information, credit card or bank information and will not be liable for misuse or unauthorized access or use of User information collected or stored by Third-parties during payment for use of services on the website.

#### **Indemnification**

You agree to indemnify and hold Streetyze Technologies Ltd and its affiliates, directors, officers, employees, and agents harmless from and against any liabilities, losses, damages or costs, including reasonable attorneys' fees, incurred in connection with or arising from any third-party allegations, claims, actions, disputes, or demands asserted against any of them as a result of or relating to your Content, your use of the Website or Services or any willful misconduct on your part.

#### **Dispute resolution**

The formation, interpretation, and performance of this Agreement and any disputes arising out of it shall be governed by the substantive and procedural laws of Lagos, Nigeria without regard to its rules on conflicts or choice of law and, to the extent applicable, the laws of Nigeria. The exclusive jurisdiction and venue for actions related to the subject matter hereof shall be the state and federal courts located in Lagos, Nigeria, and you hereby submit to the personal jurisdiction of such courts. You hereby waive any right to a jury trial in any proceeding arising out of or related to this Agreement. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

# **Changes and amendments**

We reserve the right to modify this Agreement or its policies relating to the Website or Services at any time, effective upon posting of an updated version of this Agreement on the Website. When we do, we will post a notification on the main page of our Website. Continued use of the Website after any such changes shall constitute your consent to such changes.

#### **Acceptance of these terms**

You acknowledge that you have read this Agreement and agree to all its terms and conditions. By using the Website or its Services you agree to be bound by this Agreement. If you do not agree to abide by the terms of this Agreement, you are not authorized to use or access the Website and its Services.

# **Contacting us**

If you have any questions about this Agreement, please contact us.

This document was last updated on April 10, 2019