

Terms and Conditions

1. Contractual Relationship

These Terms of Use (“Terms”) govern your access or use, from within Nigeria and its territories and possessions of the applications, websites, content, products, and services (the “Services” as more fully defined below in Section 3) made available in Nigeria and its territories and possessions by TUNSE TECHNOLOGIES and its parents, subsidiaries, representatives, affiliates, officers and directors (collectively, “TUNSE”).

PLEASE READ THESE TERMS CAREFULLY, AS THEY CONSTITUTE A LEGAL AGREEMENT BETWEEN YOU AND TUNSE. In these terms, the words “including” and “include” mean “including, but not limited to.”

By accessing or using the Services, you confirm your agreement to be bound by these Terms, which establishes a contractual relationship between you and TUNSE. If you do not agree to these Terms, you may not access or use the Services. These Terms expressly supersede prior agreements or arrangements with you. TUNSE may immediately terminate these Terms or any Services with respect to you, or generally, cease offering or deny access to the Services or any portion thereof, at any time for any reason.

IMPORTANT: PLEASE REVIEW THE ARBITRATION AGREEMENT SET FORTH BELOW CAREFULLY, AS IT WILL REQUIRE YOU TO RESOLVE DISPUTES WITH TUNSE ON AN INDIVIDUAL BASIS THROUGH FINAL AND BINDING ARBITRATION. BY ENTERING THIS AGREEMENT, YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND HAVE TAKEN TIME TO CONSIDER THE CONSEQUENCES OF THIS IMPORTANT DECISION.

Supplemental terms may apply to certain Services, such as policies for a particular event, activity or promotion, and such supplemental terms will be disclosed to you in connection with the applicable Service (s). Supplemental terms are in addition to and shall be deemed a part of, the Terms for the purposes of the applicable Service (s). Supplemental terms shall prevail over these Terms in the event of a conflict with respect to the applicable Services.

TUNSE may amend the Terms related to the Services from time to time. Amendments will be effective upon TUNSE’s posting of such updated Terms at this location or in the amended policies or supplemental terms on the applicable Service (s). Your continued access or use of the Services after such posting confirms your consent to be bound by the Terms, as amended. If TUNSE changes these Terms after the date you first agreed to the Terms (or to any subsequent changes to these Terms), you may reject any such change by providing TUNSE written notice of such rejection within 30 days of the date such change became effective, as indicated in the Effective date above. This written notice must be provided either (a) by mail or hand delivery to our principal office for service of process, or (b) by email from the email address associated with your account. In order to be effective, the notice must include your full name and clearly indicate your intent to reject changes to these Terms. By rejecting changes, you are agreeing that you will continue to be bound by the provisions of these Terms as of the date you first agreed to the Terms (or to any subsequent changes to these Terms).

TUNSE’s collection and use of personal information in connection with the Services is as provided in TUNSE’s Privacy Policy Statements.

2. The Services

The Services constitute a technology platform that enables users of TUNSE's mobile applications or websites provided as part of the Services (each, an "Application") to arrange and schedule artisan services with independent third party providers of such services. Unless otherwise agreed by TUNSE in a separate written agreement with you, the Services are made available solely for your personal, noncommercial use. YOU ACKNOWLEDGE THAT TUNSE DOES NOT PROVIDE ARTISAN SERVICES OR FUNCTION AS AN ARTISAN AND THAT ALL SUCH SERVICES ARE PROVIDED BY INDEPENDENT THIRD PARTY CONTRACTORS WHO ARE NOT EMPLOYED BY TUNSE OR ANY OF ITS AFFILIATES.

License.

Subject to your compliance with these Terms, TUNSE grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferrable license to (i) access and use the Applications on your personal device solely in connection with your use of the Services; and (ii) access and use any content, information and related materials that may be made available through the Services, in each case solely for your personal, noncommercial use. Any rights not expressly granted herein are reserved by TUNSE and TUNSE's licensors.

Restrictions.

You may not: (i) remove any copyright, trademark, or other proprietary notices from any portion of the Services; (ii) reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Services except as expressly permitted by TUNSE; (iii) decompile, reverse engineer or disassemble the Services except as may be permitted by applicable law; (iv) link to, mirror or frame any portion of the Services; (v) cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Services or unduly burdening or hindering the operation and/or functionality of any aspect of the Services; or (vi) attempt to gain unauthorized access to or impair any aspect of the Services or its related systems or networks.

Ownership.

The Services and all rights therein are and shall remain TUNSE's property or the property of TUNSE's licensors. Neither these Terms nor your use of the Services convey or grant to you any rights: (i) in or related to the Services except for the limited license granted above; or (ii) to use or reference in any manner TUNSE's company names, logos, product and service names, trademarks or services marks or those of TUNSE's licensors.

3. Your Use of the Services

User Accounts.

In order to use most aspects of the Services, you must register for and maintain an active personal user Services account (“*Account*”). You must be at least 18 years of age, or the age of legal majority in your jurisdiction (if different than 18), to obtain an Account. Account registration requires you to submit to TUNSE certain personal information, such as your name, address, mobile phone number and age, as well as at least one valid payment method (either a credit card or accepted payment partner). You agree to maintain accurate, complete, and up-to-date information in your Account. Your failure to maintain accurate, complete, and up-to-date Account information, including having an invalid or expired payment method on file, may result in your inability to access and use the Services or TUNSE’s termination of these Terms with you. You are responsible for all activity that occurs under your Account, and you agree to maintain the security and secrecy of your Account username and password at all times. Unless otherwise permitted by TUNSE in writing, you may only possess one Account.

User Requirements and Conduct.

The Service is not available for use by persons under the age of 18. You may not authorize third parties to use your Account, and you may not allow persons under the age of 18 to receive artisan services without supervision. You may not assign or otherwise transfer your Account to any other person or entity. You agree to comply with all applicable laws when using the Services and you may only use the Services for lawful purposes (e.g., no transport or use of unlawful or hazardous materials). You will not, in your use of the Services, cause nuisance, annoyance, inconvenience, or property damage, whether to the Third Party Provider or any other party. In certain instances you may be asked to provide proof of identity to access or use the Services, and you agree that you may be denied access to or use of the Services if you refuse to provide proof of identity.

Text Messaging.

By creating an Account, you agree that the Services may send you text (SMS) messages as part of the normal business operation of your use of the Services. You may opt-out of receiving text (SMS) messages from TUNSE at any time by following the directions found at www.tunse.tech

You acknowledge that opting out of receiving text (SMS) messages may impact your use of the Services.

User Provided Content.

TUNSE may, in TUNSE's sole discretion, permit you from time to time to submit, upload, publish or otherwise make available to TUNSE through the Services textual, audio, and/or visual content and information, including commentary and feedback related to the Services, initiation of support requests, and submission of entries for competitions and promotions ("User Content"). Any User Content provided by you remains your property. However, by providing User Content to TUNSE, you grant TUNSE a worldwide, perpetual, irrevocable, transferrable, royalty-free license, with the right to sublicense, to use, copy, modify, create derivative works of, distribute, publicly display, publicly perform, and otherwise exploit in any manner such User Content in all formats and distribution channels now known or hereafter devised (including in connection with the Services and TUNSE's business and on third-party sites and services), without further notice to or consent from you, and without the requirement of payment to you or any other person or entity.

You represent and warrant that: (i) you either are the sole and exclusive owner of all User Content or you have all rights, licenses, consents and releases necessary to grant TUNSE the license to the User Content as set forth above; and (ii) neither the User Content nor your submission, uploading, publishing or otherwise making available of such User Content nor TUNSE's use of the User Content as permitted herein will infringe, misappropriate or violate a third party's intellectual property or proprietary rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

You agree to not provide User Content that is defamatory, libelous, hateful, violent, obscene, pornographic, unlawful, or otherwise offensive, as determined by TUNSE in its sole discretion, whether or not such material may be protected by law. TUNSE may, but shall not be obligated to, review, monitor, or remove User Content, at TUNSE's sole discretion and at any time and for any reason, without notice to you.

Network Access and Devices.

You are responsible for obtaining the data network access necessary to use the Services. Your mobile network's data and messaging rates and fees may apply if you access or use the Services from a wireless-enabled device and you shall be responsible for such rates and fees. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the Services and Applications and any updates thereto. TUNSE does not guarantee that the Services, or any portion thereof, will function on any particular hardware or devices. In addition, the Services may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.

4. Payment

You understand that use of the Services may result in charges to you for the services or goods you receive from a T-worker (“Charges”). After you have received services or goods obtained through your use of the platform, TUNSE will facilitate your payment of the applicable Charges to the T-worker. Payment of the Charges in such manner shall be considered the same as payment made directly by you to the T-worker. Charges may include other applicable fees, and will be inclusive of applicable taxes where required by law. Charges paid by you are final and non-refundable, unless otherwise determined by TUNSE.

All Charges are due immediately after the service is rendered and payment will be facilitated by TUNSE using the preferred payment method designated in your Account, after which TUNSE will send you a receipt by email. If your primary Account payment method is determined to be expired, invalid or otherwise not able to be charged, you agree that TUNSE may use a secondary payment method in your Account, if available.

As between you and TUNSE, TUNSE reserves the right to establish, remove and/or revise Charges for any or all services or goods obtained through the use of the Services at any time in TUNSE’s sole discretion. Further, you acknowledge and agree that Charges applicable in certain geographical areas may increase substantially due to distance.

You understand and agree that, while you are free to provide additional payment as a gratuity to any T-worker who provides you with services or goods obtained through the platform, you are under no obligation to do so. Gratuities are voluntary. After you have received services or goods obtained through the Service, you will have the opportunity to rate your experience and leave additional feedback about the T-worker.

5. Disclaimers; Limitation of Liability; Indemnity.

DISCLAIMER.

THE SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE.” TUNSE DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, NOT EXPRESSLY SET OUT IN THESE TERMS, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN ADDITION, TUNSE MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE REGARDING THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY OR AVAILABILITY OF THE SERVICES OR ANY SERVICES OR GOODS REQUESTED THROUGH THE USE OF THE PLAAFORM, OR THAT THE SERVICES WILL BE ERROR-FREE. TUNSE DOES NOT GUARANTEE THE QUALITY, SUITABILITY, SAFETY OR ABILITY OF T-WORKERS. YOU AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE SERVICES, AND ANY SERVICE OR GOOD REQUESTED IN CONNECTION THEREWITH, REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

LIMITATION OF LIABILITY.

TUNSE SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOST DATA, PERSONAL INJURY OR PROPERTY

DAMAGE RELATED TO, IN CONNECTION WITH, OR OTHERWISE RESULTING FROM ANY USE OF THE TUNSE PLATFORM, EVEN IF TUNSE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TUNSE SHALL NOT BE LIABLE FOR ANY DAMAGES, LIABILITY OR LOSSES ARISING OUT OF: (i) YOUR USE OF OR RELIANCE ON THE SERVICES OR YOUR INABILITY TO ACCESS OR USE THE SERVICES; OR (ii) ANY TRANSACTION OR RELATIONSHIP BETWEEN YOU AND ANY T-WORKER, EVEN IF TUNSE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TUNSE SHALL NOT BE LIABLE FOR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND TUNSE'S REASONABLE CONTROL. TUNSE SHALL NOT BE LIABLE FOR ANY INCIDENT THAT OCCURS BETWEEN YOU AND THE T-WORKER IF IT WAS ENTERED INTO OUTSIDE OF THE TUNSE PLATFORM. IN NO EVENT SHALL TUNSE'S TOTAL LIABILITY TO YOU IN CONNECTION WITH THE SERVICES FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION EXCEED ONE HUNDRED THOUSAND NAIRA.

TUNSE'S PLATFORM MAY BE USED BY YOU TO REQUEST AND SCHEDULE SERVICES FROM ARTISANS, BUT YOU AGREE THAT TUNSE HAS NO RESPONSIBILITY OR LIABILITY TO YOU RELATED TO ANY ARTISAN SERVICES PROVIDED TO YOU BY THIRD PARTY PROVIDERS OTHER THAN AS EXPRESSLY SET FORTH IN THESE TERMS.

THE LIMITATIONS AND DISCLAIMER IN THIS SECTION DO NOT PURPORT TO LIMIT LIABILITY OR ALTER YOUR RIGHTS AS A CONSUMER THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW.

INDEMNITY.

You agree to indemnify and hold TUNSE and its officers, directors, employees and agents harmless from any and all claims, demands, losses, liabilities, and expenses (including legal' fees) arising out of or in connection with: (i) your use of the Services or services or goods obtained through your use of the Services; (ii) your breach or violation of any of these Terms; (iii) TUNSE's use of your User Content; or (iv) your violation of the rights of any third party, including Third Party Providers.

6. Arbitration Agreement

By agreeing to the Terms, you agree that you are required to resolve any claim that you may have against TUNSE on an individual basis in arbitration, as set forth in this Arbitration Agreement. This will preclude you from bringing any class, collective, or representative action against TUNSE, and also preclude you from participating in or recovering relief under any current or future class, collective, consolidated, or representative action brought against TUNSE by someone else.

Agreement to Binding Arbitration between You and TUNSE.

You and TUNSE agree that any dispute, Claim or controversy arising out of or relating to

- (a) these Terms or the existence, breach, termination, enforcement, interpretation or validity thereof, or
- (b) your access to or use of the Services at any time, whether before or after the date you agreed to the Terms, will be settled by binding arbitration between you and TUNSE, and not in a court of law. Notwithstanding the foregoing, where you allege claims of sexual assault or sexual harassment occurring in connection with your use of the

Services, you may elect to bring those claims in a court of competent jurisdiction instead of arbitration. TUNSE agrees to honor your election of forum with respect to your individual sexual assault or sexual harassment claim but in so doing does not waive the enforceability of this Arbitration Agreement as to any other provision (including, but not limited to, the waivers provided in the following paragraph, which will continue to apply in court and arbitration), controversy, claim or dispute.

You acknowledge and agree that you and TUNSE are each waiving the right to a trial by the Court or to participate as a plaintiff/claimant or class member in any purported class action or representative proceeding. Unless both you and TUNSE otherwise agree in writing, any arbitration will be conducted only on an individual basis and not in a class, collective, consolidated, or representative proceeding. However, you and TUNSE each retain the right to bring an individual action in small claims court and the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation, or violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property rights.

RULES AND GOVERNING LAW

The Arbitration will be administered in accordance with the provisions of the Arbitration and Conciliation Act, Cap A18, Laws of the Federation of Nigeria, 2004, or any statutory modification or re-enactment thereof for the time being in force. The parties agree that the arbitrator ("Arbitrator"), and not any federal, state, or local court or agency, shall have exclusive authority to resolve any disputes relating to the interpretation, applicability, enforceability or formation of this Arbitration Agreement, including any claim that all or any part of this Arbitration Agreement is void or voidable. The Arbitrator shall also be responsible for determining all threshold arbitrability issues, including issues relating to whether the Terms are unconscionable or illusory and any defense to arbitration, including waiver, delay, laches, or estoppel.

7. Other Provisions

Notice.

TUNSE may give notice by means of a general notice on the Services, electronic mail to your email address in your Account, or by written communication sent to your address as set forth in your Account. You may give notice to TUNSE by written communication to TUNSE's address .

General.

You may not assign or transfer these Terms in whole or in part without TUNSE's prior written approval. You give your approval to TUNSE for it to assign or transfer these Terms in whole or in part, including to: (i) a subsidiary or affiliate; (ii) an acquirer of TUNSE's equity, business or assets; or (iii) a successor by merger. No joint venture, partnership, employment or agency relationship exists between you, TUNSE or any T-WORKER as a result of the contract between you and TUNSE or use of the Services.

If any provision of these Terms is held to be illegal, invalid or unenforceable, in whole or in part, under any law, such provision or part thereof shall to that extent be deemed not to form part of these Terms but the legality, validity and enforceability of the other provisions in these Terms shall not be affected. In that event, the parties shall replace the illegal, invalid or unenforceable provision or part thereof with a provision or part thereof that is legal, valid and enforceable and that has, to the greatest extent possible, a similar effect as the illegal, invalid or unenforceable provision or part thereof, given the contents and purpose of these Terms. These Terms constitute the entire agreement and understanding of the parties with respect to its subject matter and replaces and supersedes all prior or contemporaneous agreements or undertakings regarding such subject matter.