

Customer Terms of Sale

Last Updated: August 13, 2024

These Customer Terms of Sale (“**Terms**”) are a legal agreement between Global Stack Services Ltd, a company incorporated in Nigeria with registered offices at 124, Joel Ogunnaike Street, Ikeja GRA, Lagos Nigeria (“**GSSL**”, “**we**”, “**our**” or “**us**”), and you.

We have been appointed as the merchant of record and authorised reseller of the goods and/or services (“**Products**”) of the retailer (“**Retailer**”) operating the e-commerce website where the Products were made available to you for purchase (“**Website**”). We allow you to use payment methods supported by us to purchase those Products from us, and following your purchase, we may deliver or provide the Products to you directly or work with the Retailer or third party to deliver or provide the Products to you (“**Services**”).

By visiting the checkout operated by GSSL and residing on the Website (“**Checkout**”) and placing your order (“**Order**”) through the Checkout, you confirm that you have read, understood, accepted, and agreed to these Terms and agree to be bound by them each time you submit an Order with us.

1. GSSL’s Responsibilities.

1.1. With respect to Orders accepted by us at Checkout, we are responsible solely for:

- (a) processing payment for your Order using the payment method selected at Checkout;
- (b) where relevant, directing the Retailer to deliver or provide the Products that you have ordered; and
- (c) resolving any dispute regarding payment made to us in accordance with Section 3.6 below.

1.2. You acknowledge and agree that the Retailer, and not GSSL, is solely responsible for the Products that you may purchase from us using the Services, including but not limited to the quality and content of the Products, fraud, advertising, liability arising from use of the Retailer’s Products, or non-compliance with applicable law. We make no representations and warranties with respect to the Products themselves, and we are not responsible or liable for:

- (a) product liability claims in respect of the Retailer’s Products;
- (b) claims that the offer or sale of the Retailer’s Products fails to conform to applicable law;
- (c) claims with respect to the Retailer’s Products or practices arising under consumer protection or similar legislation;
- (d) any inaccurate, incomplete or out-of-date information offered by the Retailer in respect of the Products; or
- (e) the acts or omissions of any third-party platform, including the portion of the Website operated by the Retailer.

2. **Products and Pricing.** The total amount that we will charge your selected payment method for any Product offered to you on the Website will be displayed at Checkout (“**Total Order Amount**”).

The Total Order Amount will include all applicable sales taxes, such as value-added tax, goods and services tax, and consumption tax.

3. Payment Terms.

- 3.1. Supported Payment Methods.** You may make payment for the Product using payment methods supported by us, as specified at Checkout. We reserve the right to add, modify, suspend, or remove supported payment methods at any time and without prior notice.
- 3.2. Payment Currency.** All payments must be made in the currency specified at Checkout, and any refunds will be provided in that same currency.
- 3.3. Payment Authorisation.** By placing an Order at Checkout, you authorize us to charge your selected payment method for the Total Order Amount. By placing the Order with us, you represent and warrant that you are the authorized user of the selected payment method and have sufficient funds or credit to cover the purchase.
- 3.4. Order Confirmation.** Upon successful processing of your payment, we will send you a receipt when your Order is complete. Please review the receipt and contact our customer support immediately if you identify any discrepancies. We will not be liable for errors or misinformation related to billing entered at Checkout.
- 3.5. Declined or Failed Transactions.** In the event of payment failure, we will make reasonable attempts to notify you. Orders with unresolved payment issues will be cancelled or delayed until the necessary information is received by us to securely process your Order.
- 3.6. Disputes and Chargebacks.**
 - (a)** We understand that there may be occasions where you may wish to request a refund in relation to a Product you purchased. If you seek to request a refund, please contact our customer support team promptly to resolve the issue.
 - (b)** Chargeback is a mechanism for your payment card issuer (at their discretion) to reclaim money from a Retailer's bank. This can allow your card issuer to provide you with a refund in a number of circumstances, including: (1) if you do not get the Product you paid for, (2) if you are charged the wrong amount, or charged twice by mistake, or (3) if the payment was made fraudulently.
 - (c)** If you make a card payment through us, and later dispute a legitimate charge by raising a chargeback without merit or legitimate reason (as determined at our sole discretion), whether fraudulently or otherwise, we reserve the right to suspend and terminate your use of our Services. Further, if a chargeback is opened prior to you raising a refund or return request with us, the refund cannot be provided until the chargeback is completed and the payment processor closes the dispute in favour of either us or you.
- 3.7. International Orders.** We do not currently accept Orders which are billed to individuals and entities outside of the Federal Republic of Nigeria.

4. Intellectual Property Rights.

- 4.1.** We reserve all rights not expressly granted to you in these Terms. The Services are protected by trademark, copyright, patent, and other laws of the United States and other countries. We own all rights, title, interest in and to the Services and all copies of the Services, and all Intellectual Property Rights in them. Your use of the Services is subject to these Terms, and these Terms do not grant you any rights to our Intellectual Property Rights or the Intellectual Property Rights of our licensors, licensees, or the Retailer.
- 4.2.** For the purposes of these Terms, “**Intellectual Property Rights**” means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress, and service mark rights, goodwill, trade secret rights, and other intellectual property rights that may exist now or come into existence in the future, and all of their applications, registrations, renewals, and extensions, under the laws of any state, country, territory or other jurisdiction.

5. Privacy.

- 5.1.** Your use of our Services is subject to our Privacy Policy which will be linked here once available. By placing an Order with us, you agree to be bound by our Privacy Policy once published. a.
- 5.2.** We reserve the right to access, read, preserve, and disclose any information obtained in connection with the Order, and your use of the Checkout, as we reasonably believe is necessary to:
- (a) satisfy any applicable law, regulation, legal process, subpoena, or governmental request;
 - (b) enforce these Terms, including to investigate potential violations of them;
 - (c) detect, prevent, or otherwise address fraud, security, or technical issues;
 - (d) respond to your support requests, or
 - (e) protect the rights, property, or safety of us, the Retailer, or the public.

6. Termination and Suspension of Services.

- 6.1.** We have the right, at our sole discretion, to terminate these Terms and/or immediately suspend or terminate your use of the Services at any time for any reason, which may include, without limitation, the following:
- (a) we suspect you to be in violation of any anti-money laundering and counter-terrorist financing laws, sanctions laws, or any applicable laws or regulations;
 - (b) we are required to do so by law or by any regulatory authority, court order, subpoena, or binding order of a government authority;
 - (c) we suspect any suspicious, fraudulent or unauthorized activity related to your use of the Services;
 - (d) we are directed to do so by the Retailer; or
 - (e) you violate these Terms or any other agreement you have with us.

6.2. Upon termination of these Terms or your use of the Services, you will not have any further use or access to the Services and all rights granted to you under these Terms will end. Termination does not relieve you of your obligations to pay amounts owed to us, Retailers, or others. Termination does not revoke any third-party payment authorisations. The following provisions will survive even after the termination of these Terms terminate: Sections 4, 6.2, 7, 8, 10, 11 and 12.

7. Disclaimers.

7.1. The Services are provided “as-is” and without any representation or warranty, whether express or implied. To the maximum extent permitted by applicable law, we make no representation or warranty of any kind whatsoever with respect to the Services or the content, materials, information and functions we make accessible, and specifically disclaim all implied warranties of merchantability, fitness for a particular purpose and non-infringement. We do not represent or warrant that the Services will be uninterrupted, error-free, or secure.

7.2. We will not be responsible for any loss or damages incurred by unauthorised use of your payment method at the Checkout, and we are not responsible for notifying your payment method provider or any law enforcement authority in these instances.

7.3. Certain applicable laws limit or prohibit disclaiming the warranties referred to in this Section or impose obligations on us that we cannot eliminate with these Terms. In those cases, the provisions of this Section will apply to the maximum extent allowed by applicable law.

8. Limitations on Liability.

8.1. We will not be liable to you for any failure to perform our obligation under these Terms due to a Force Majeure Event. A “**Force Majeure Event**” is any event beyond the control of the Disclaiming Entities, including a strike or other labour dispute, labour shortage, stoppage or slowdown; supply chain disruption; embargo or blockade; telecommunication breakdown; power outage or shortage; inadequate transportation service; inability or delay in obtaining adequate supplies; weather; earthquake; fire; flood; act of God; riot; civil disorder; civil or government calamity; epidemic; pandemic; state or national health crisis; war; invasion; hostility (whether war is declared or not); terrorism threat or act; or act of a governmental authority.

8.2. We will not be liable to you for any failure to perform our obligations under these Terms where performance of that obligation would have put us in violation of applicable law.

8.3. We will not be liable for any indirect or consequential losses (such as loss of revenue, profits, anticipated savings, goodwill, business opportunity, or injury to your reputation) in contract, tort, under statute or otherwise, howsoever caused including arising directly or indirectly from or in connection with these Terms (and even if we have previously been advised of the possibility of such loss). To the maximum extent permitted by applicable law, in no event will our liability arising out of or in connection with these Terms exceed the lower of: (a) the purchase price of the relevant Products, or (b) \$200 USD.

- 8.4.** You agree that we have relied on the disclaimer of warranties and limitation of liability stated above in entering into these Terms, and the disclaimer of warranties and limitation of liability are essential to the agreement between you and us under these Terms, and they will apply to the maximum extent allowed by applicable law.
- 9. Changes to these Terms.** We may revise these Terms from time to time. We will use notify you by posting the changes on the Checkout page or our site. The revised Terms will be effective on the date stated in the revised Terms. By using the Services and placing Orders with us after any revisions become effective, you agree to those changes. However, no such change will affect any Order that you have already placed. If you do not agree to any changes to these Terms, you must stop using our Services.
- 10. Applicable Law.** These Terms shall be interpreted and governed by the laws currently in force in the Federal Republic of Nigeria.
- 11. Legal Disputes.** We shall make an effort to settle all disputes amicably. Any dispute arising out of this Agreement which cannot be settled, by mutual agreement/negotiation within 1 month shall be referred to arbitration by a single arbitrator at the Lagos Multi-Door Courthouse (“**LMDC**”) and governed by the Arbitration and Conciliation Act, Cap A10, Laws of the Federal Republic of Nigeria. The arbitrator shall be appointed by both of us (we and you), where both of us are unable to agree on the choice of an arbitrator, the choice of arbitration shall be referred to the LMDC. The findings of the arbitrator and subsequent award shall be binding on both of us. Each of us shall bear our respective costs in connection with the Arbitration. The venue for the arbitration shall be Lagos, Nigeria.
- 12. General.**
- 12.1.** Headings used in these Terms are for information only and are not intended to be binding.
- 12.2.** If any part of these Terms is found to be invalid, illegal, or unenforceable, that part will be ignored, and all of the remaining terms and conditions of these Terms will remain in effect.
- 12.3.** If we do not immediately exercise a right we have under these Terms, we do not waive that right. We retain our ability and right to enforce any part of these Terms at a later time.
- 12.4.** The Checkout may contain links to third-party websites or services that are not owned or controlled by us. We are not affiliated with, have no control over, and assume no responsibility for the content, privacy policies, or practices of, any third-party websites. You: (a) are solely responsible and liable for your use of and linking to third-party websites and content that you may send or post to a third-party website; and (b) expressly release us from all liability arising from your use of such third-party website. Accordingly, you are encouraged to read the terms and conditions and privacy policy of each third-party website that you may choose to visit as part of your use of the Checkout.
- 12.5.** These Terms constitute the entire agreement between you and us with respect to the subject matter of the Order.

12.6. Save for the Retailer, a person who is not a party to these Terms shall have no right to enforce any provisions of these Terms.

13. Contact. If you have any questions or complaints for us, these Terms, the Services, or Checkout, please contact our customer support team at 124 Joel Ogunnaike Street, Ikeja GRA, Lagos, Nigeria.