

TERMS AND CONDITIONS FOR SHOPPOINT COMPANY LIMITED

These Terms and Conditions govern the use of the Shoppoint Shopping Application operated by Shoppoint Company Limited. By accessing or using the ShopPoint Shopping Application, you agree to comply with these Terms and Conditions. Please read them carefully before using the application.

1. Refund Policy:

- All sales are final, and no refunds will be issued after payment is completed.
- Customers are only permitted to return properties with technical faults within the first thirty days after delivery.
- ShopPoint Company Limited allows customers to return products with technical faults or defects within thirty days of delivery. To initiate a return, customers must contact customer support and provide details of the issue. Returned products must be in their original condition and packaging, accompanied by proof of purchase. ShopPoint Company Limited reserves the right to inspect returned items before processing a refund or replacement.

2. Price Fluctuations:

- Customers will be notified of any inflation or deflation in commodity prices before completing their payment.
- ShopPoint Company Limited reserves the right to adjust the prices of products listed on the ShopPoint Shopping Application to reflect changes in market conditions, currency exchange rates, or supplier costs. Customers will be informed of any price adjustments before proceeding with their purchase, allowing them to review and confirm the updated prices.

3. Delivery Timeline:

- Delivery of purchased items will occur within five working days after payment completion.
- ShopPoint Company Limited endeavors to deliver purchased items to customers within a maximum of five working days from the date of payment completion. Working days exclude weekends and public holidays. However, delivery times may vary depending on the customer's location, product availability, and logistics constraints. Customers will receive a confirmation email with estimated delivery dates and tracking information once their order has been processed for shipment.

4. Stock Availability:

- Customers will be notified if any intended property goes out of stock. ShopPoint Company Limited will not be held responsible for stock unavailability.
- While ShopPoint Company Limited makes every effort to maintain accurate stock levels on the ShopPoint Shopping Application, there may be occasions when certain items become

temporarily unavailable due to high demand or unforeseen circumstances. In such cases, customers will be promptly notified of the stock unavailability, and alternative options or a refund may be offered at the customer's discretion.

5. Guarantee:

- Every guaranteed product comes with a guarantee certificate from ShopPoint Company Limited.
- ShopPoint Company Limited guarantees the authenticity and quality of products sold on the ShopPoint Shopping Application. Products designated as "guaranteed" are backed by a guarantee certificate issued by ShopPoint Company Limited, providing customers with assurance of the product's authenticity, performance, and compliance with relevant standards and regulations.

6. Exchange Policy:

- There is no provision for the exchange of products after delivery of the desired properties.
- ShopPoint Company Limited does not offer product exchanges once the desired items have been delivered to customers. Customers are encouraged to review product details carefully before making a purchase to ensure compatibility and suitability.

7. Delivery Requirement:

- Properties will only be delivered once the full payment has been received.
- ShopPoint Company Limited will initiate the delivery of purchased items only after receiving full payment from customers. Partial payments or payment instalments will not be accepted as a condition for delivery.

8. Damaged Products:

- ShopPoint Company Limited will not be held responsible if the delivered product was damaged by the customer.
- Customers are responsible for inspecting delivered products upon receipt and reporting any damages or discrepancies to ShopPoint Company Limited within **30 days**. ShopPoint Company Limited will not be held liable for damages caused by mishandling or misuse of products by customers after delivery.

9. Payment Methods:

- Customers can choose to pay through a full payment plan. Payment on delivery is not available.
- ShopPoint Company Limited accepts payments through various methods, including credit/debit cards, bank transfers, and online payment platforms. Payment on delivery is not available, and customers must complete full payment before products are delivered.

10. Account Security:

- Customers are responsible for maintaining the security and confidentiality of their account credentials. ShopPoint Company Limited will not be held liable for any unauthorized use of customer accounts.

- Customers are advised to create strong passwords and safeguard their account information. ShopPoint Company Limited will not be responsible for any unauthorized access or misuse of customer accounts resulting from negligence or failure to protect account credentials.

11. Intellectual Property:

- All content, logos, trademarks, and other intellectual property displayed on the ShopPoint Shopping Application are owned by ShopPoint Company Limited. Customers are prohibited from reproducing, distributing, or modifying any content without prior written consent.

- ShopPoint Company Limited retains all rights to the intellectual property displayed on the ShopPoint Shopping Application, including but not limited to logos, trademarks, product descriptions, and images. Customers are prohibited from using, copying, or distributing any content without explicit permission from ShopPoint Company Limited.

12. Limitation of Liability:

- ShopPoint Company Limited will not be liable for any indirect, incidental, consequential, or punitive damages arising from the use of the ShopPoint Shopping Application, including but not limited to loss of profits, loss of data, or interruption of business.

- In no event shall ShopPoint Company Limited, its affiliates, directors, officers, employees, or agents be liable for any indirect, incidental, consequential, or punitive damages arising from the use of the ShopPoint Shopping Application. This includes but is not limited to loss of profits, loss of data, or interruption of business operations. ShopPoint Company Limited's liability shall be limited to the extent permitted by law.

13. Indemnification:

- Customers agree to indemnify and hold harmless ShopPoint Company Limited, its affiliates, directors, officers, employees, and agents from any claims, liabilities, damages, or expenses arising from the customer's use of the ShopPoint Shopping Application.

- Customers agree to indemnify, defend, and hold harmless ShopPoint Company Limited, its affiliates, directors, officers, employees, and agents from any claims, liabilities, damages, or expenses (including legal fees) arising from the customer's use of the ShopPoint Shopping Application, violation of these Terms and Conditions, or infringement of any third-party rights.

14. Governing Law:

- These terms and conditions shall be governed by and construed in accordance with the laws of Nigeria. Any disputes arising from these terms shall be subject to the exclusive jurisdiction of the courts in Nigeria.

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15. Modification of Terms:

- ShopPoint Company Limited reserves the right to modify or amend these terms and conditions at any time. Any changes will be effective immediately upon posting on the ShopPoint Shopping Application. Continued use of the application after the posting of changes constitutes acceptance of the modified terms.

- ShopPoint Company Limited reserves the right to update or modify these Terms and Conditions at any time without prior notice. Any changes will be effective immediately upon posting on the ShopPoint Shopping Application. It is the responsibility of the customer to review these Terms and Conditions periodically for updates or changes.

16. Termination:

- ShopPoint Company Limited reserves the right to terminate or suspend access to the ShopPoint Shopping Application for any reason, including but not limited to violation of these terms and conditions or fraudulent activity.

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17. Severability:

- If any provision of these Terms and Conditions is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall continue to be valid and enforceable to the fullest extent permitted by law.

18. Product Descriptions:

- ShopPoint Company Limited strives to provide accurate product descriptions and images on the ShopPoint Shopping Application. However, we do not guarantee the accuracy, completeness, or reliability of product information. Customers are encouraged to review product details carefully before making a purchase.

- While ShopPoint Company Limited makes every effort to provide accurate product descriptions and images, we cannot guarantee the accuracy, completeness, or reliability of product information on the ShopPoint Shopping Application. Customers are advised to review product details, including specifications, dimensions, and features, before making a purchase decision.

19. Third-Party Links:

- The ShopPoint Shopping Application may contain links to third-party websites or services. ShopPoint Company Limited is not responsible for the content, privacy policies, or practices of any third-party sites. Accessing third-party links is at the customer's own risk.

- ShopPoint Company Limited may provide links to third-party websites or services for

customer convenience. However, we do not endorse or control the content, privacy policies, or practices of any third-party sites. Customers access third-party links at their own risk and are encouraged to review the terms and conditions and privacy policies of such sites.

20. Compliance with Laws:

- Customers agree to comply with all applicable laws, regulations, and statutes when using the ShopPoint Shopping Application. Any illegal or unauthorized use of the application is strictly prohibited.

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21. Communication:

- By using the ShopPoint Shopping Application, customers consent to receive communications from ShopPoint Company Limited, including but not limited to promotional emails, newsletters, and transactional notifications. Customers may opt out of promotional communications at any time.

- Customers agree to receive communications from ShopPoint Company Limited, including promotional emails, newsletters, and transactional notifications, by using the ShopPoint Shopping Application. Customers may unsubscribe from promotional communications at any time by adjusting their notification preferences in their account settings.

22. Customer Responsibilities:

- Customers are responsible for providing accurate and up-to-date information when placing orders on the ShopPoint Shopping Application, including shipping addresses and contact details. ShopPoint Company Limited will not be held liable for any delays or errors resulting from inaccurate customer information.

- Customers are responsible for ensuring the accuracy and completeness of their account information, including shipping addresses, contact details, and payment information. ShopPoint Company Limited will not be responsible for any delays, errors, or losses resulting from inaccurate or incomplete customer information.

23. Force Majeure:

- ShopPoint Company Limited shall not be liable for any delay or failure to perform its obligations under these Terms and Conditions caused by circumstances beyond its reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, or government regulations.

24. Entire Agreement:

- These terms and conditions constitute the entire agreement between the customer and ShopPoint Company Limited regarding the use of the ShopPoint Shopping Application, superseding any prior agreements or understandings, whether written or oral.

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25. Waiver:

- The failure of ShopPoint Company Limited to enforce any provision of these terms and conditions shall not be deemed a waiver of such provision or the right to enforce it subsequently.

26. Assignment:

- Customers may not assign or transfer their rights or obligations under these terms and conditions to any third party without the prior written consent of ShopPoint Company Limited.

By using the ShopPoint Shopping Application, you acknowledge that you have read, understood, and agree to all terms and conditions outlined herein. These Terms and Conditions are subject to change without prior notice. It is your responsibility to review these Terms and Conditions periodically for updates or changes. If you do not agree to these Terms and Conditions, please refrain from using the ShopPoint Shopping Application.