KORAKOTA APP GENERAL TERMS OF USE AND CONDITIONS

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These general terms and conditions for the use and contracting purposes (hereinafter called, the "General Terms") apply to the website of KORAKOTA, whose domain is (www.korakota.com), and to its related mobile application, as well as to all its related sites or sites, as well as its affiliated companies and associates. The site belongs to Korakota. Korakota hereby makes the Site and mobile application (hereinafter, jointly, the "APP") available to users (hereinafter, the "User" or "Users").

1. **ACCEPTANCE OF TERMS**

   Welcome to Korakota! By accessing or using the Korakota mobile application ("App") and the services provided therein, you, the user ("User", "you", or "your") agree to be bound by these Terms of Use and Conditions ("Terms"). These Terms govern the contractual relationship between Korakota ("Company", "we", "us", or "our") and the users of the Korakota mobile application ("App") and the services provided therein. These Terms constitute a legally binding agreement between you and Korakota. By downloading, using or continuing to use the Korakota Application, these terms will automatically apply to you and you agree

that you have received, read, understood and agree to be bound by the terms of use and conditions contained herein, and subsequent amendments thereto. You also agree that you shall use Korakota App in accordance with the Terms of Use and Conditions at all times.

2. DEFINITIONS

In these Terms, the following terms shall have the meanings ascribed to them below:

- "App" refers to the Korakota mobile application.
- "User" refers to any individual or entity accessing or using the App.
- "Service" refers to any features, functionalities, or content provided through the App.
- "Product" refers to any goods, items, commodities, properties and services uploaded on display to attract buyers.
- "Buyer" refers to and includes Users who have shown interest by ordering and/or purchasing any product on the App.
- "Merchant" refers to any vendor partnering with Korakota for providing a product and/or delivery services.
- "Escrow" refers to a feature on the App that allows buyers to make payment directly to Korakota who will in turn pay the Merchant.
- "Content" refers to any text, images, graphics, audio, or video materials displayed on the App.

3. USE OF THE APP

3.1. Eligibility: By accessing or using the App, you represent and warrant that you are at least 18 years of age and have the legal capacity to enter into these Terms.

3.2. License: Subject to these Terms, Korakota grants you a limited, non-exclusive, non-transferable, and revocable license to access and use the App for its intended purposes.

3.3. Account: In order to use certain features of the App, you may be required to create an account. You are responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account.

3.4. Account Security: All Accounts opened on the website shall be verified before it can be effective. The verification process includes but not limited to uploading of NIN (for individuals) and uploading of a Certificate of Registration from the Corporate Affairs Commissions (for Companies).

3.5. You agree that Korakota will have the right to require and access your personal information details such as NIN, Company Registration Number and/or Certificate as well as any other details required for security purposes on the App.

3.6. The services of the Korakota App may from time to time be unavailable, delayed, limited or slow due to, but not restricted to hardware or software failure, overload of system capacities or other events outside our control.

3.7. You agree that Korakota will not be liable to you or any third party for any payment made to the Merchant on the App before the product ordered has been received.

3.8. You agree that Korakota will not be liable to you or any third party for any modification or discontinuation of service.

3.9. Prohibited Activities: You agree not to engage in any of the following activities while using the App:

- Violating any applicable laws or regulations.
- Interfering with or disrupting the App or the servers or networks connected to the App.
- Impersonating any person or entity or misrepresenting your affiliation with any person or entity.
- Collecting or storing personal data about other users without their consent.
- Engaging in any conduct that restricts or inhibits any other user from using the App.
- Reverse engineering, decompiling, disassembling, or otherwise attempting to derive the source code of the App.
- Transmitting any viruses, worms, defects, Trojan horses, or other harmful code through the App.
- Copyright infringement and other related prohibited activities.

Where a User is reported or detected to have engaged in any of the above stated prohibited activities, the Account of such User shall be deactivated and products displayed by the User shall be taken down from the App.

4. MERCHANTS

4.1 Product Upload: You may upload pictures, videos, ads etc of your product on the App to attract buyers.

4.2 Payments: Payments shall be made to Merchants after the buyer who used the app to place his/her order has confirmed in the Escrow to have received the product ordered in good and suitable condition.

4.3 Complaints: In the event that a buyer who made payment using the Escrow feature has a complaints on the quality of the product delivered by a Merchant, Korakota shall be responsible for mitigating in Escrow between both parties to determine a middle ground and any decision made by Korakota in this instance, shall be final and not subject to any litigation.

4.4 Quality: Korakota strives to ensure quality and accuracy of the product delivered through the App. Therefore the Merchant shall be liable for any substandard product displayed and/or delivered to a buyer.

5. ORDERS

5.1. Ordering: You may place orders for products from participating Merchants through the App.
5.2. Payments: You agree to pay all fees and charges associated with your orders in accordance with the pricing and payment terms disclosed on the App.
5.3. Quality: Korakota strives to ensure quality and accuracy of the product delivered through the App. However, Korakota disclaims responsibility for the quality, safety or suitability of the product provided by Merchants.

6. INTELLECTUAL PROPERTY

6.1. Ownership: The App and all Content displayed therein are owned by Korakota or its licensors and are protected by intellectual property laws.
6.2. Limited License: Subject to these Terms, Korakota grants you a limited, non-exclusive, non-transferable license to access and view the Content solely for your personal and non-commercial use.

7. DISCLAIMER OF WARRANTIES

7.1. The App and the Services are provided on an "as is" and "as available" basis without any warranties of any kind, whether express or implied.
7.2. Korakota does not warrant that the App will be uninterrupted or error-free, nor does it warrant the accuracy, completeness or reliability of any Content provided through the App.
7.3. Korakota disclaims all warranties, whether express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, and non-infringement.

8. LIMITATION OF LIABILITY

8.1. In no event shall Korakota be liable for any indirect, incidental, special, consequential, or punitive damages arising out of or relating to your use of the App or the Services.
8.2. Korakota's total liability for any claims arising out of or relating to these Terms shall not exceed the total amount paid by the User, if any, to Korakota in the six months preceding the claim.

9. BILLING

By registering through the App and providing the required bank details, Users expressly authorize Korakota to issue receipts for payment of services requested, including the price of products ordered. The user expressly authorizes Korakota to send him/her by electronic means, to the e-mail address provided by the User at the point of registration.

10. CREDIT CARD THEFT

Since it is impossible for Korakota to ascertain the identity of registered Users, the onus is on the Users to inform Korakota if they have valid reasons to believe that their credit card has been compromised, stolen and/or is being used fraudulently by a third party. Korakota will work assiduously with the payment service provider to block further payments by the User. Please note that Korakota will not be liable for any fraudulent use thereof that may be made by Third Parties on the User's account and is under no obligation to conduct any investigation on the fraudulent use of the User's payment methods by third parties and would not be responsible for blocking any suspicious transaction.

11. REFUNDS

In the event of a dispute where the User does not pay in Escrow on the App, Korakota shall not be liable to reimburse the User. However, where the User pays using the Escrow feature provided on the App, the User shall be entitled to refund subject to Clause 4.3 above. In addition, in the case of Refunds from payment made in Escrow, where Korakota becomes aware that the User is requesting a refund or reimbursement of an order, that was made through a fraudulent use of the App, this request will be immediately rejected.

Notwithstanding the above, Korakota shall not be obligated to implement any refund due to defects on the Merchant's products or on the provision of a delivery service.

12. INDEMNIFICATION

You agree to indemnify and hold harmless Korakota, its affiliates, and their respective officers, directors, employees, and agents from and against any and all claims, liabilities, damages, losses, costs, and expenses arising out of or relating to your use of the App or your breach of these terms.

13. OFFERS AND DISCOUNTS

Korakota may solely provide offers and discounts to Users, any of these offers and discounts may be unilaterally cancelled at any time by Korakota. The User accepts that any discounts or offers must be used only within the validity period as indicated by Korakta.

Also, Korakota reserves the right to unilaterally cancel or withdraw any offer and discount either offered or already granted if it becomes aware of a fraudulent use thereof (such as redemption by an illegitimate recipient, mass communication of codes or sale of codes or discounts). However, Korakota will accept no liability if, due to an event of force majeure or other events beyond its control, it is forced to cancel, shorten, extend or amend the conditions of Discounts and Offers.

14. CANCELLATION OF ORDERS & RIGHT OF WITHDRAWAL

Once a Merchant has accepted an order, the execution of the mandate is considered to have started, and the User may therefore no longer be entitled to withdraw the service request except in special circumstances. On the other hand, Korakota reserves the right to cancel an order without having a just cause. Korakota will duly inform the User of the said cancellation and, in the event of cancellation without just cause at Korakota's instance, any amount held in the User's account and/or credit card will be released.

15. TERMINATION

Korakota reserves the right to suspend or terminate your access to the App at any time without prior notice for any reason or no reason, including but not limited to your violation of these Terms.

16. GOVERNING LAW

These Terms shall be governed by and construed in accordance with the Laws of the Federal Republic of Nigeria and the governing Federal Laws of any other Country where it is being operated, without regard to its conflict of law principles.

17. MODIFICATIONS

Korakota reserves the right to modify or amend these Terms at any time in its sole discretion. Any such modifications or amendments will be effective immediately upon posting on the App. Your continued use of the App after the posting of Revised Terms constitutes your acceptance of such changes.

18. CUSTOMER SUPPORT & ALTERNATIVE DISPUTE RESOLUTION

In the event of any incidents in the processing order and/or in order to inform of any changes thereto, via the help/support section in the App, Korakota has an option for Users to contact the Company for support.

The above provision is without prejudice to the Users' right to submit their complaints and/or requests through any legal means available to consumers, including any out-of-court/alternative dispute settlement bodies that legally provide dispute settlement services.

19. ENTIRE AGREEMENT

These Terms constitute the entire agreement between you and Korakota regarding your use of the App and supersede all prior and contemporaneous agreements and understandings, whether written or oral.

If you have any questions or concerns about these Terms, please contact us at

support@korakota.com