

TERMS AND CONDITIONS FOR [SUPPLIERS/SELLERS]

1. Introduction

- 1.1. **O2O Network Limited (“Sabi” or “we” or “our”)** operates an e-commerce platform consisting of a mobile application (“**Platform**”), together with supporting logistics and payment infrastructure, for the sale and purchase of consumer products in Nigeria (“**Territory**”).
- 1.2. These terms and conditions shall apply to all suppliers registered in this platform
- 1.3. If you register on our platform as a supplier:
 - 1.3.1. you accept these terms and conditions for suppliers, the general terms and conditions, and the Sabi’s codes, policies and guidelines may be amended by Sabi from time to time and they shall form an integral part of the terms upon which you may use this platform;
 - 1.3.2. we will ask you to expressly agree to these Terms and Conditions for Suppliers; the general terms and conditions; and Sabi’s polices and guidelines, by clicking to confirm that you agree (and such electronic signature shall be considered as an original signature for all purposes); and/or by physical signature, if required by the laws of the territory

2. Registration on the Platform

- 2.1. If you register on our platform as a supplier you will be able to create a store on the platform, using the supplier portal.
- 2.2. Supplier stores that are submitted may be reviewed for approval, at Sabi’s discretion, before they are operational.
- 2.3. You shall be solely responsible for your store, listings and products and you hereby agree that:
 - 2.3.1. you shall obtain any licenses required for the supply and sale of your goods as displayed on the platform, and
 - 2.3.2. to the extent required by applicable laws, you shall register with relevant tax authorities, remit and/or pay all relevant taxes in relation to sale of goods.
- 2.4. You understand that all businesses conduct on the Platform shall be:
 - 2.4.1. With skill and care, and by co-operating with and acting in good faith towards Sabi and the buyers;
 - 2.4.2. In compliance with Sabi’s policies and guideline as published on the platform from time to time;
 - 2.4.3. in accordance with ethical business practices and industry best practice; and
 - 2.4.4. in compliance with all the applicable laws in force from time to time, including, without limitation (i) all laws, statutes, regulations and other

enactments of the territory (ii) anti-bribery and corruption, anti-money laundering and anti-terrorism laws applicable in the territory, and (iii) any trade or export sanctions or restrictions imposed by the United States, the United Kingdom, the European Union, African Union and/or the United Nations.

- 2.5. Without prejudice to our other rights to reject, unpublish and/or delete any supplier's store that breaches these supplier terms and conditions, policies and guidelines by Sabi.

3. The Goods

- 3.1. You represent and warrant that you have the right to and shall sell the Goods on the platform free of any charge, lien or other encumbrance.

- 3.2. You shall ensure that the Goods shall:

- (a) correspond with their description in the order and any applicable specification;
- (b) be of satisfactory quality and fit for any purpose held out by the Supplier or made known to the Supplier by the customer expressly or by implication, and in this respect the Customer relies on the Supplier's skill and judgment;
- (c) be free from defects in design, material and workmanship;
- (d) comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods; and
- (e) not infringe the rights of any third party or cause the customer to infringe any such rights.

- 3.3. You must not advertise, buy, sell or supply through our Platform goods that:

- 3.3.1. Breaches any laws or regulations, or infringes any person's intellectual property rights or other rights, or gives rise to a cause of action against any person, in each case in any jurisdiction under any applicable law;

- 3.3.2. Consists of or contains material that would, if published on our platform by you, contravene the rules on content in the general terms and conditions;

- 3.3.3. Is or relates to: drugs, narcotics, steroids, or controlled substances, pornography; obscene, indecent or sexually explicit materials; swords, firearms or other weapons; ammunition for any weapon; or items that are otherwise prohibited by any applicable law.

- 3.4. We operate a zero tolerance approach to counterfeit products and any attempt to sell counterfeit products on the Platform may result to penalties which include financial penalties, permanently prohibiting you from using the Platform and potentially in prosecution.

- 3.5. Upon receipt of any written request from us, you must supply to us any information and documentation that we may reasonably request in order to verify the authenticity of goods.

4. Listings of Goods

- 4.1. You shall be responsible for listing your goods on the platform by uploading a completed product page which shall include prices, detailed information, specifications and images in respect of each product.
- 4.2. You may not publish more than one listing in respect of each product.
- 4.3. You agree to be solely responsible for all listings submitted on our platform and you agree that all listings must:
 - 4.3.1. constitute bona fide listings relating to products that comply with the categories and rules set out at section 3;
 - 4.3.2. comply with the rules on content in the general terms and conditions and further particularized in the Content and Image Guidelines; and
 - 4.3.3. include all such information, specifications and guidelines as may be required pursuant to all applicable laws and regulations, including in respect of consumer protection.
- 4.4. Listings that are submitted may be individually reviewed and approved, at Sabi's discretion, before they are published on the platform, and you acknowledge and agree there may be a lead time between submission of the product page and the publishing of the product page on the platform due to time required for Sabi's quality control operations.
- 4.5. Without prejudice to our other rights, we reserve the right to reject, unpublish and/or delete any listings that breach these supplier terms and conditions, the general terms and conditions or any Sabi's policies or guidelines.
- 4.6. You acknowledge and agree that:
 - 4.6.1. notwithstanding that we may approve any listings, you shall be fully responsible for the same; and
 - 4.6.2. we reserve the right to impose penalties for breach of this section 4, without prejudice to our other rights.
- 4.7. You must keep your listings up to date. In particular, you must deactivate any listings in respect of products that have ceased to be available.

5. Pricing

- 5.1. All prices of goods shall be stated inclusive of VAT and any other tax applicable to the transaction and in the currency of the territory.
- 5.2. You shall be solely responsible for setting the price of your products on the platform, which may be amended from time to time, including for the purpose of any seasonal or other discounts.
- 5.3. The pricing of your products shall comply with all applicable laws, including competition laws.

6. Fulfilment, packaging and delivery

- 6.1. Upon receipt of a confirmation of sale from Sabi, you shall:
 - 6.1.1. process the order and ensure that all products are in good condition; and

- 6.1.2. deliver the products to our drop off point in accordance with the timelines, opening hours and procedures specified by Sabi.
- 6.2. We may inspect any or all products we receive and we reserve the right to return to you any product that fails to meet the packaging requirements or that fails to pass our quality control checks or any other product requirements set out at section 4.
- 6.3. You shall retain title to and ownership of the products until such time as the products are paid for in full by the buyer to Sabi and delivered to the buyer. Upon delivery to the buyer, ownership of the products shall vest in the buyer.
- 6.4. We shall bear the risk of loss or damage to the products upon receipt and until delivery to the buyer. Our liability to you in respect of your products in our possession pursuant to this section 6 shall be limited to the cost price of the products and shall be subject to the further limitations and exclusions on liability provided in the general terms and conditions.
- 6.5. Without prejudice to all our rights, we may charge you penalties in respect of breaches of the packaging and delivery of goods. The amount of the penalties that may be charged pursuant to this section 6.5 shall be communicated to the supplier.

7. Value added services

- 7.1. You may subscribe through our platform for value added services which may be available from time to time, including but not limited to:
 - 7.1.1. warehousing and fulfilment services, as provided by Sabi; and
 - 7.1.2. marketing and promotional services.
- 7.2. In order to subscribe for any value-added services you may be required to expressly agree to additional terms and conditions in respect of the same. All value added services shall be governed by any such additional terms and conditions, together with these supplier terms and conditions, the general terms and conditions, and the Sabi's policies and guidelines referenced herein.
- 7.3. Our liability to you in respect of the value added services shall be subject to the limitations and exclusions on liability provided in the general terms and conditions.

8. Commission and fees

- 8.1. We shall charge you a commission in respect of each sale made on the platform and fees in respect of all services available on the platform and any value added services, as further particularized in the commissions and fees page of the platform or the relevant value added service agreement.
- 8.2. In case of promotion funded by Sabi, commission may be calculated based on the selling price, being the price set by supplier at the time of the order.
- 8.3. We reserve the right to charge commissions and/or fees in the event that the sale is not completed, by way of consideration for the costs of our services rendered.
- 8.4. We may vary commissions and/or fees from time to time, on prior notice to you, and by updating the commissions and fees page of our platform. This will not affect any liability to pay commission that accrues before the new rates are posted or for services that have been previously paid.

9. VAT and other taxes

- 9.1. All amounts stated on the platform are stated inclusive of VAT and any other taxes applicable to the transaction. The supplier acknowledges that:
 - 9.1.1. commissions shall be calculated as a percentage of the selling price (being the price set by the vendor at the time of the order) inclusive of VAT and any other taxes charged to the buyer;
 - 9.1.2. commissions are inclusive of VAT and all other taxes thereon; and
 - 9.1.3. in the event of any upwards revision in the rate of VAT or any other applicable taxes, the amount of the commission shall be automatically adjusted to ensure that Sabi's net revenues remain constant. The supplier may, in its discretion, revise prices accordingly as provided at section 5.2.
- 9.2. The supplier shall be exclusively liable in respect of all taxes applicable to the transactions entered into on the platform with buyers, including VAT, and shall therefore be responsible for the reporting, filing and payment of the same.
- 9.3. In the event any transaction consists of the importation of products for delivery to the buyer and such transaction may result in the recognition of a permanent establishment for the supplier, the supplier shall be responsible for complying with its tax obligations in the territory where it has created a current or future tax nexus. The supplier understands and acknowledges that consignment fulfillment may create tax nexus e.g. permanent establishment.
- 9.4. Should a competent tax authority determine that Sabi is liable for payment of any taxes (including stamp, excise or customs duties) in respect of the transactions, notably pursuant to sections 9.2 and 9.3 above, you hereby indemnify and hold harmless Sabi in respect of the same. We may make tax-related deductions to payments processed by us on your behalf and remit such deducted amounts to the relevant government or tax authority.
- 9.5. Promptly following receipt of a written request from us, you must supply to us any information and documentation that we may reasonably request in order to identify you or facilitate our compliance with our legal obligations relating to the taxation of payments made to us or processed by us. We may supply such information and/or documentation to relevant government and tax authorities.

10. Remittances

- 10.1. We shall collect payments from buyers in respect of each product purchased from the platform, and we shall deduct from the same our commissions and, as may be applicable, any fees, charges, taxes, penalties, refunds and any other amounts that you owe to us in respect of any business whatsoever.
- 10.2. We shall remit the proceeds of sale of the products, after all deductions pursuant to section 10.1 above, and remit the remaining funds to you in the currency of the platform's territory and using such payment mechanism as we may notify to you from time to time.

- 10.3. Evidence of payment to your nominated account shall constitute conclusive evidence of payment and receipt.
- 10.4. You shall be entirely responsible for ensuring that the account details that you upload on the platform are accurate and up to date, and that the account is secure. We shall not be liable for any loss or damage to you that may result from fraud or error in respect of your account.
- 10.5. We shall provide you with an account statement, via the platform, which shall include details of all proceeds of sale of the products, deductions and remittances.
- 10.6. Subject to the applicable laws of the territory, we may at any time set off any amount that you owe to us against any amount that we owe to you, by sending you written notice of the set-off. Set-off may apply across your accounts if you operate more than one account. For the avoidance of any doubt, the account statement shall serve as such notice of set-off.
- 10.7. In the event that we hold insufficient funds on your behalf for payment of any amounts that you owe us (your account is in debit):
 - 10.7.1. you shall pay the amounts you owe to us by such payment method as we may request; and
 - 10.7.2. in the event that we hold any of your products that have not been sold or that have been returned, we may dispose of such products and apply all proceeds of sale to discharge any amounts that you owe us.
- 10.8. We may delay or suspend payment to you in the event of investigation of a potential fraud or other breach of this agreement.
- 10.9. In the event that the vendor disputes any transaction or statement of account it must report its claim to Sabi within three (3) months of the date of the relevant transaction, failing which such claim shall be deemed to be waived.

11. Breach of Supplier terms and conditions

- 11.1. If we reasonably determine that you have breached these supplier terms and conditions, our general terms and conditions, or any Sabi policies or guidelines, we may:
 - 11.1.1. send you one or more formal warnings;
 - 11.1.2. suspend, prohibit or block your access to our platform as provided in the general terms and conditions;
 - 11.1.3. apply penalties for breach; and/or
 - 11.1.4. commence legal action against you, whether for breach of contract or otherwise.
- 11.2. We may vary the amount of the penalties for breach from time to time but this will not affect any liability to pay penalties that accrue before the new amounts are posted.
- 11.3. The consequences of breach provided at section 11.1 above shall also apply if:
 - 11.3.1. you fail to satisfy a minimum level of operational performance in order to provide a satisfactory buyer experience on the platform; or
 - 11.3.2. if you receive negative ratings and reviews.

12. Insurance

You shall maintain in force a policy of insurance with an appropriate level of coverage in respect of your liabilities under the agreement.

13. Confidentiality and data privacy

- 13.1. All information and documents concerning the conduct of business pursuant to these general terms and conditions, including information relating to business methods, procedures, policies and sales information, is strictly confidential unless it is already in the public domain. You shall not use Sabi's confidential information for any purpose other than to perform your obligations under this Agreement and you shall not disclose Sabi's confidential information without our prior written consent.
- 13.2. Suppliers may not send advertising or promotional communications to buyers on the platform without the prior written consent of Sabi, and shall be directly responsible to users of the platform for any misuse of their personal data.
- 13.3. If Sabi is sued, fined, or otherwise incurs expenses as a result of the supplier's handling of personal data obtained through the platform, the supplier shall indemnify Sabi in respect of the same.

14. Miscellaneous

- 14.1. These supplier terms and conditions are subject to the general terms and conditions and shall be governed by and construed in accordance with the laws of the territory.
- 14.2. In respect of suppliers operating across multiple platforms operated by Sabi affiliates, each transaction shall be subject to the governing laws and jurisdiction of the territory of the platform on which the transaction took place.
- 14.3. We will ask for your express agreement to any revisions of these supplier terms and conditions and the general terms and conditions within such period as we may specify; and if you do not give your express agreement to the revised versions within such period as we may specify, you shall be deemed to have consented. If you expressly reject any such revisions, you may be deemed by us to have terminated the agreement and we may disable or delete your account on the platform.
- 14.4. These supplier terms and conditions and, the general terms and conditions, and the Sabi policies and guidelines shall constitute the entire agreement between you and us in relation to your use of our platform and shall supersede all previous agreements between you and us in relation to your use of our platform.

GENERAL TERMS AND CONDITIONS OF USE OF THE PLATFORM FOR BUYERS AND [SUPPLIERS/SELLERS]

1. Introduction

- 1.1. O2O Network Limited ("Sabi" or "we" or "us") operates an e-commerce platform consisting of a website and mobile application ("Platform"), together with supporting logistics and payment infrastructure, for the sale and purchase of consumer products in Nigeria ("territory").



- 1.2. These general terms and conditions shall apply to buyers and sellers on the platform and shall govern your use of the platform and related services.
- 1.3. By using our platform, you accept these general terms and conditions in full. If you disagree with these general terms and conditions or any part of these general terms and conditions, you must not use our platform.
- 1.4. If you use our platform in the course of a business or other organizational project, then by so doing you:
 - 1.4.1. confirm that you have obtained the necessary authority to agree to these general terms and conditions;
 - 1.4.2. bind both yourself and the person, company or other legal entity that operates that business or organizational project, to these general terms and conditions; and
 - 1.4.3. agree that "you" in these general terms and conditions shall reference both the individual user and the relevant person, company or legal entity unless the context requires otherwise.

2. Registration and account

- 2.1. You may not register with our platform if you are under 18 years of age (by using our platform or agreeing to these general terms and conditions, you warrant and represent to us that you are at least 18 years of age).
- 2.2. You may register for an account with our platform by completing and submitting the registration form on our platform.
- 2.3. You represent and warrant that all information provided in the registration form is complete and accurate.
- 2.4. If you register for an account with our platform, you will be asked to provide an email address/user ID and password and you agree to:
 - 2.4.1. keep your password confidential;
 - 2.4.2. notify us in writing immediately (using our contact details provided) if you become aware of any disclosure of your password; and
 - 2.4.3. be responsible for any activity on our platform arising out of any failure to keep your password confidential, and that you may be held liable for any losses arising out of such a failure.
- 2.5. Your account shall be used exclusively by you, and you shall not transfer your account to any third party. If you authorize any third party to manage your account on your behalf this shall be at your own risk.
- 2.6. We may suspend or cancel your account, and/or edit your account details, at any time in our sole discretion and without notice or explanation, providing that if we cancel any products or services you have paid for but not received, and you

have not breached these general terms and conditions, we will refund you in respect of the same.

2.7. You may cancel your account on our platform by contacting us as provided at section 23.

3. Terms and conditions of sale

3.1. You acknowledge and agree that:

3.1.1. the platform provides an online location for sellers to sell and buyers to purchase products;

3.1.2. we shall accept binding sales, on behalf of sellers, but Sabi is not a party to the transaction between the seller and the buyer; and

3.1.3. a contract for the sale and purchase of a product or products will come into force between the buyer and seller, and accordingly you commit to buying or selling the relevant product or products, upon the buyer's confirmation of purchase via the platform.

3.2. Subject to these general terms and conditions, the seller's terms of business shall govern the contract for sale and purchase between the buyer and the seller. Notwithstanding this, the following provisions will be incorporated into the contract of sale and purchase between the buyer and the seller:

3.2.1. the price for a product will be as stated in the relevant product listing;

3.2.2. the price for the product must include all taxes and comply with applicable laws in force from time to time;

3.2.3. delivery charges, packaging charges, handling charges, administrative charges, insurance costs, other ancillary costs and charges, will only be payable by the buyer if this is expressly and clearly stated in the product listing;

3.2.4. products must be of satisfactory quality, fit and safe for any purpose specified in, and conform in all material respects to, the product listing and any other description of the products supplied or made available by the seller to the buyer; and

3.2.5. the seller warrants that the seller has good title to, and is the sole legal and beneficial owner of, the products, and that the products are not subject to any third party rights or restrictions including in respect of third party intellectual property rights and/or any criminal, insolvency or tax investigation or proceedings.

4. Returns and refunds

4.1. Returns of products by buyers and acceptance of returned products by sellers shall be managed by us in accordance with the returns page on the platform, as may be amended from time to time. Acceptance of returns shall be in our discretion, subject to compliance with applicable laws of the territory.

4.2. Refunds in respect of returned products shall be managed in accordance with the refunds page on the platform, as may be amended from time to time. Our rules on refunds shall be exercised in our discretion, subject to applicable laws of the territory. We may offer refunds, in our discretion:

4.2.1. in respect of the product price;

- 4.2.2. local and/or international shipping fees (as stated on the refunds page); and
- 4.2.3. by way of store credits, wallet refunds, vouchers, mobile money transfer, bank transfers or such other method as we may determine from time to time.
- 4.3. Returned products shall be accepted and refunds issued by Sabi, for and on behalf of the seller.
- 4.4. Changes to our returns page or refunds page shall be effective in respect of all purchases made from the date of publication of the change on our website.

5. Payments

- 5.1. You must make payments due under these general terms and conditions in accordance with the Payments Information and Guidelines on the platform.

6. Rules about your content

- 6.1. In these general terms and conditions, "your content" means:
 - 6.1.1. all works and materials (including without limitation text, graphics, images, audio material, video material, audio-visual material, scripts, software and files) that you submit to us or our platform for storage or publication, processing by, or onward transmission; and
 - 6.1.2. all communications on the platform, including product reviews, feedback and comments.
- 6.2. Your content, and the use of your content by us in accordance with these general terms and conditions, must be accurate, complete and truthful.
- 6.3. Your content must be appropriate, civil and tasteful, and accord with generally accepted standards of etiquette and behaviour on the internet, and must not:
 - 6.3.1. be offensive, obscene, indecent, pornographic, lewd, suggestive or sexually explicit;
 - 6.3.2. depict violence in an explicit, graphic or gratuitous manner; or
 - 6.3.3. be blasphemous, in breach of racial or religious hatred or discrimination legislation;
 - 6.3.4. be deceptive, fraudulent, threatening, abusive, harassing, anti-social, menacing, hateful, discriminatory or inflammatory;
 - 6.3.5. cause annoyance, inconvenience or needless anxiety to any person; or
 - 6.3.6. constitute spam.
- 6.4. Your content must not be illegal or unlawful, infringe any person's legal rights, or be capable of giving rise to legal action against any person (in each case in any jurisdiction and under any applicable law). Your content must not infringe or breach:
 - 6.4.1. any copyright, moral right, database right, trademark right, design right, right in passing off or other intellectual property right;
 - 6.4.2. any right of confidence, right of privacy or right under data protection legislation;
 - 6.4.3. any contractual obligation owed to any person; or
 - 6.4.4. any court order.

- 6.5. You must not use our platform to link to any website or web page consisting of or containing material that would, were it posted on our platform, breach the provisions of these general terms and conditions.
- 6.6. You must not submit to our platform any material that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.
- 6.7. The review function on the platform may be used to facilitate buyer reviews on products. You shall not use the review function or any other form of communication to provide inaccurate, inauthentic or fake reviews.
- 6.8. You must not interfere with a transaction by: (i) contacting another user to buy or sell an item listed on the platform outside of the platform; or (ii) communicating with a user involved in an active or completed transaction to warn them away from a particular buyer, seller or item; or (iii) contacting another user with the intent to collect any payments.
- 6.9. You acknowledge that all users of the platform are solely responsible for interactions with other users and you shall exercise caution and good judgment in your communication with users. You shall not send them personal information including credit card details.
- 6.10. We may periodically review your content and we reserve the right to remove any content in our discretion for any reason whatsoever.
- 6.11. If you learn of any unlawful material or activity on our platform, or any material or activity that breaches these general terms and conditions, you may inform us by contacting us as provided at section 23.

7. Our rights to use your content

- 7.1. You grant to us a worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, store, adapt, publish, translate and distribute your content across our marketing channels and any existing or future media.
- 7.2. You grant to us the right to sub-license the rights licensed under section 7.1.
- 7.3. You grant to us the right to bring an action for infringement of the rights licensed under section 7.1.
- 7.4. You hereby waive all your moral rights in your content to the maximum extent permitted by applicable law; and you warrant and represent that all other moral rights in your content have been waived to the maximum extent permitted by applicable law.
- 7.5. Without prejudice to our other rights under these general terms and conditions, if you breach our rules on content in any way, or if we reasonably suspect that you have breached our rules on content, we may delete, unpublish or edit any or all of your content.

8. Use of website and mobile applications

- 8.1. In this section 8 words "platform" and "website" shall be used interchangeably to refer to Sabi's websites and mobile applications.
- 8.2. You may:
 - 8.2.1. view pages from our website in a web browser;
 - 8.2.2. download pages from our website for caching in a web browser;

- 8.2.3. print pages from our website for your own personal and non-commercial use, providing that such printing is not systematic or excessive;
 - 8.2.4. stream audio and video files from our website using the media player on our website; and
 - 8.2.5. use our platform services by means of a web browser, subject to the other provisions of these general terms and conditions.
- 8.3. Except as expressly permitted by section 8.2 or the other provisions of these general terms and conditions, you must not download any material from our website or save any such material to your computer.
- 8.4. You may only use our website for your own personal and business purposes in respect of selling or purchasing products on the platform.
- 8.5. Except as expressly permitted by these general terms and conditions, you must not edit or otherwise modify any material on our website.
- 8.6. Unless you own or control the relevant rights in the material, you must not:
- 8.6.1. republish material from our website (including republication on another website);
 - 8.6.2. sell, rent or sub-license material from our website;
 - 8.6.3. show any material from our website in public;
 - 8.6.4. exploit material from our website for a commercial purpose; or
 - 8.6.5. redistribute material from our website.
- 8.7. Notwithstanding section 8.6, you may forward links to products on our website and redistribute our newsletter and promotional materials in print and electronic form to any person.
- 8.8. We reserve the right to suspend or restrict access to our website, to areas of our website and/or to functionality upon our website. We may, for example, suspend access to the website during server maintenance or when we update the website. You must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on the website.
- 8.9. You must not:
- 8.9.1. use our website in any way or take any action that causes, or may cause, damage to the website or impairment of the performance, availability, accessibility, integrity or security of the website;
 - 8.9.2. use our website in any way that is unethical, unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;
 - 8.9.3. hack or otherwise tamper with our website;
 - 8.9.4. probe, scan or test the vulnerability of our website without our permission;
 - 8.9.5. circumvent any authentication or security systems or processes on or relating to our website;
 - 8.9.6. use our website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software;

- 8.9.7. impose an unreasonably large load on our website resources (including bandwidth, storage capacity and processing capacity);
- 8.9.8. decrypt or decipher any communications sent by or to our website without our permission;
- 8.9.9. conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our website without our express written consent;
- 8.9.10. access or otherwise interact with our website using any robot, spider or other automated means, except for the purpose of search engine indexing;
- 8.9.11. use our website except by means of our public interfaces;
- 8.9.12. violate the directives set out in the robots.txt file for our website;
- 8.9.13. use data collected from our website for any direct marketing activity (including without limitation email marketing, SMS marketing telemarketing and direct mailing); or
- 8.9.14. do anything that interferes with the normal use of our website.

9. Copyright and trademarks

- 9.1. Subject to the express provisions of these general terms and conditions:
 - 9.1.1. we, together with our licensors, own and control all the copyright and other intellectual property rights in our website and the material on our website; and
 - 9.1.2. all the copyright and other intellectual property rights in our website and the material on our website are reserved.
- 9.2. Sabi's logos and our other registered and unregistered trademarks are trademarks belonging to us; we give no permission for the use of these trademarks, and such use may constitute an infringement of our rights.
- 9.3. The third party registered and unregistered trademarks or service marks on our website are the property of their respective owners and we do not endorse and are not affiliated with any of the holders of any such rights and as such we cannot grant any license to exercise such rights.

10. Data privacy

- 10.1. Buyers agree to processing of their personal data in accordance with the terms of Sabi's Privacy and Cookie Notice.
- 10.2. Sabi shall process all personal data obtained through the platform and related services in accordance with the terms of our Privacy and Cookie Notice and Privacy Policy.
- 10.3. Sellers shall be directly responsible to buyers for any misuse of their personal data and Sabi shall bear no liability to buyers in respect of any misuse by sellers of their personal data.

11. Due diligence and audit rights

- 11.1. We operate an anti-money laundering compliance program and reserve the right to perform due diligence checks on all users of the platform.
- 11.2. You agree to provide to us all such information, documentation and access to your business premises as we may require:
 - 11.2.1. in order to verify your adherence to, and performance of, your obligations under this Agreement;
 - 11.2.2. for the purpose of disclosures pursuant to a valid order by a court or other governmental body; or
 - 11.2.3. as otherwise required by law or applicable regulation.

12. Sabi's role as a platform

- 12.1. You acknowledge that:
 - 12.1.1. we do not confirm the identity of all platform users, check their credit worthiness or bona fides, or otherwise vet them;
 - 12.1.2. we do not check, audit or monitor all information contained in listings;
 - 12.1.3. we are not party to any contract for the sale or purchase of products advertised on the platform;
 - 12.1.4. we are not involved in any transaction between a buyer and a seller in any way, save that we facilitate a platform for buyers and
 - 12.1.5. sellers and process payments on behalf of sellers;
 - 12.1.6. we are not the agents for any buyer or seller, and accordingly we will not be liable to any person in relation to the offer for sale, sale or purchase of any products advertised on our platform; furthermore we are not responsible for the enforcement of any contractual obligations arising out of a contract for the sale or purchase of any products and we will have no obligation to mediate between the parties to any such contract.
- 12.2. We do not warrant or represent:
 - 12.2.1. the completeness or accuracy of the information published on our platform;
 - 12.2.2. that the material on the platform is up to date;
 - 12.2.3. that the platform will operate without fault; or
 - 12.2.4. that the platform or any service on the platform will remain available.
- 12.3. We reserve the right to discontinue or alter any or all of our platform services, and to stop publishing our platform, at any time in our sole discretion without notice or explanation; and you will not be entitled to any compensation or other payment upon the discontinuance or alteration of any platform services, or if we stop publishing the platform.
- 12.4. We do not guarantee any commercial results concerning the use of the platform.
- 12.5. To the maximum extent permitted by applicable law and subject to section 13.1 below, we exclude all representations and warranties relating to the subject matter of these general terms and conditions, our platform and the use of our platform.

13. Limitations and exclusions of liability

- 13.1. Nothing in these general terms and conditions will:
- 13.1.1. limit any liabilities in any way that is not permitted under applicable law; or
 - 13.1.2. exclude any liabilities or statutory rights that may not be excluded under applicable law.
- 13.2. The limitations and exclusions of liability set out in this section 13 and elsewhere in these general terms and conditions:
- 13.2.1. are subject to section 13.1; and
 - 13.2.2. govern all liabilities arising under these general terms and conditions or relating to the subject matter of these general terms and
 - 13.2.3. conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in these general terms and conditions.
- 13.3. In respect of the services offered to you free of charge we will not be liable to you for any loss or damage of any nature whatsoever.
- 13.4. Our aggregate liability to you in respect of any contract to provide services to you under these general terms and conditions shall not exceed the total amount paid and payable to us under the contract. Each separate transaction on the platform shall constitute a separate contract for the purpose of this section 13.4.
- 13.5. Notwithstanding section 13.4 above, we will not be liable to you for any loss or damage of any nature, including in respect of:
- 13.5.1. any losses occasioned by any interruption or dysfunction to the website;
 - 13.5.2. any losses arising out of any event or events beyond our reasonable control;
 - 13.5.3. any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill;
 - 13.5.4. any loss or corruption of any data, database or software; or
 - 13.5.5. any special, indirect or consequential loss or damage.
- 13.6. We accept that we have an interest in limiting the personal liability of our officers and employees and, having regard to that interest, you acknowledge that we are a limited liability entity; you agree that you will not bring any claim personally against our officers or employees in respect of any losses you suffer in connection with the platform or these general terms and conditions (this will not limit or exclude the liability of the limited liability entity itself for the acts and omissions of our officers and employees).
- 13.7. Our platform includes hyperlinks to other websites owned and operated by third parties; such hyperlinks are not recommendations. We have no control over third party websites and their contents, and we accept no responsibility for them or for any loss or damage that may arise from your use of them.

14. Indemnification

- 14.1. You hereby indemnify us, and undertake to keep us indemnified, against:
- 14.1.1. any and all losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by us to any third party in settlement of a claim or dispute) incurred or suffered by us and arising directly or indirectly out of your use of our platform or any breach by you of any provision of these general terms and conditions or the Sabi codes, policies or guidelines; and
 - 14.1.2. any VAT liability or other tax liability that we may incur in relation to any sale, supply or purchase made through our platform, where that liability arises out of your failure to pay, withhold, declare or register to pay any VAT or other tax properly due in any jurisdiction.

15. Breaches of these general terms and conditions

- 15.1. If we permit the registration of an account on our platform it will remain open indefinitely, subject to these general terms and conditions.
- 15.2. If you breach these general terms and conditions, or if we reasonably suspect that you have breached these general terms and conditions or any Sabi codes, policies or guidelines in any way we may:
- 15.2.1. temporarily suspend your access to our platform;
 - 15.2.2. permanently prohibit you from accessing our platform;
 - 15.2.3. block computers using your IP address from accessing our platform;
 - 15.2.4. contact any or all of your internet service providers and request that they block your access to our platform;
 - 15.2.5. suspend or delete your account on our platform; and/or
 - 15.2.6. commence legal action against you, whether for breach of contract or otherwise.
- 15.3. Where we suspend, prohibit or block your access to our platform or a part of our platform you must not take any action to circumvent such suspension or prohibition or blocking (including without limitation creating and/or using a different account).

16. Entire agreement

- 16.1. These general terms and conditions and the Sabi codes, policies and guidelines (and in respect of sellers the seller terms and conditions) shall constitute the entire agreement between you and us in relation to your use of our platform and shall supersede all previous agreements between you and us in relation to your use of our platform.

17. Hierarchy

- 17.1. Should these general terms and conditions, the seller terms and conditions, and the Sabi codes, policies and guidelines be in conflict, these terms and conditions, the seller terms and conditions and the Sabi codes, policies and guidelines shall prevail in the order here stated.

18. Variation

- 18.1. We may revise these general terms and conditions, the seller terms and conditions, and the Sabi codes, policies and guidelines from time to time.
- 18.2. The revised general terms and conditions shall apply from the date of publication on the platform.

19. Severability

- 19.1. If a provision of these general terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.
- 19.2. If any unlawful and/or unenforceable provision of these general terms and conditions would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

20. Assignment

- 20.1. You hereby agree that we may assign, transfer, sub-contract or otherwise deal with our rights and/or obligations under these general terms and conditions.
- 20.2. You may not without our prior written consent assign, transfer, sub-contract or otherwise deal with any of your rights and/or obligations under these general terms and conditions.

21. Third party rights

- 21.1. A contract under these general terms and conditions is for our benefit and your benefit, and is not intended to benefit or be enforceable by any third party.
- 21.2. The exercise of the parties' rights under a contract under these general terms and conditions is not subject to the consent of any third party.

22. Law and jurisdiction

- 22.1. These general terms and conditions shall be governed by and construed in accordance with the laws of the territory.
- 22.2. Any disputes relating to these general terms and conditions shall be subject to the exclusive jurisdiction of the courts of the territory.

23. Our company details

The platform is operated by O2O Network Limited. We are registered in Nigeria under registration number RC 1790454, and our head office is at 3b Tiamiyu Savage Street, Victoria Island, Lagos. You can contact us by using our platform contact form

