



## **TERMS OF SERVICE AGREEMENT**

Effective Date: January 1, 2026

PLEASE READ THESE TERMS OF SERVICE CAREFULLY BEFORE USING THE SERVICES.

This Terms of Service Agreement ("Agreement") constitutes a legally binding contract between OJÁ-EWÀ LTD, a company registered under the laws of the Federal Republic of Nigeria ("Ojá-Èwà," "we," "us," or "our"), and you ("User," "you," or "your") governing your access to and use of the Ojá-Èwà mobile application, website, platform, and related services (collectively, the "Services").

BY ACCESSING, DOWNLOADING, INSTALLING, OR USING THE SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS, YOU MUST NOT ACCESS OR USE THE SERVICES.

### **1. DEFINITIONS**

- 1.1 "AI Features" means artificial intelligence and machine learning functionalities including but not limited to Product Photography Enhancement, Smart Product Descriptions, Pricing Optimization, Inventory & Trend Prediction, Style DNA Quiz, Personal Stylist, Smart Visual Search, and Cultural Context AI Assistant.
- 1.2 "Buyer" means a User who purchases Products through the Services.
- 1.3 "Content" means text, images, videos, audio, data, information, or other materials uploaded, posted, transmitted, or made available through the Services.
- 1.4 "Creator" means a User who creates, manufactures, or produces Products listed on the Services.
- 1.5 "Intellectual Property Rights" means patents, copyrights, trademarks, trade secrets, and all other intellectual property rights recognized under applicable law.
- 1.6 "Products" means physical goods listed for sale on the Services, strictly limited to African beauty products, textiles, arts, cosmetics, shoes, bags, and related items.
- 1.7 "Seller" means a User who lists Products for sale through the Services.
- 1.8 "User" means any individual or entity that accesses or uses the Services.

### **2. ELIGIBILITY AND REGISTRATION**

- 2.1 Minimum Age: You must be at least 18 years old to use the Services. By using the Services, you represent and warrant that you are at least 18 years old.
- 2.2 Account Creation: To access certain features, you must create an account.

You agree to:

- Provide accurate, current, and complete information
- Maintain and promptly update account information
- Maintain the security of your password
- Notify us immediately of any unauthorized access
- Accept responsibility for all activities under your account

2.3 Seller Verification: Sellers must undergo verification including:

- Identity verification
- Business registration confirmation (where applicable)
- Product authenticity certification
- Compliance with our Seller Guidelines

2.4 Account Termination: We reserve the right to suspend or terminate accounts that violate this Agreement.

### 3. ACCEPTABLE USE AND CONDUCT

3.1 Prohibited Activities: You agree not to:

- Violate any applicable law, regulation, or third-party rights
- List prohibited items (see Appendix A)
- Engage in fraudulent, deceptive, or misleading practices
- Circumvent or manipulate our fee structure
- Interfere with the proper functioning of the Services
- Upload viruses or malicious code
- Collect information about other Users without consent
- Use AI Features to generate harmful, misleading, or inappropriate content

3.2 Product Listings:

- All Products must be authentically African-made
- Accurate descriptions, images, and pricing required
- Compliance with all labelling and safety regulations
- Clear disclosure of materials and manufacturing methods

3.3 Cultural Respect: Users must respect African cultural heritage and intellectual property:

- No unauthorized use of traditional designs or patterns
- Proper attribution to source communities
- Compliance with cultural protection laws
- Respect for ceremonial or sacred items restrictions

## 4. AI FEATURES TERMS

### 4.1 AI-Generated Content:

- AI Features assist but do not replace human judgment
- You retain responsibility for all Content generated with AI assistance
- AI suggestions must be reviewed and validated by you
- We disclaim accuracy of AI-generated predictions or recommendations

### 4.2 Data Usage for AI:

- We use your data to train and improve AI Features
- Data is anonymized and aggregated for AI training
- You may opt-out of certain AI data processing (see Privacy Policy)
- AI training respects data minimization principles

### 4.3 AI Limitations: You acknowledge that:

- AI Features may produce inaccurate or incomplete results
- Cultural Context AI provides informational guidance only
- Style DNA recommendations are suggestions, not guarantees
- Pricing Optimization is based on algorithmic analysis

## 5. TRANSACTIONS AND FINANCIAL TERMS

### 5.1 Transaction Processing:

- Ojá-Èwà facilitates transactions but is not a party to sales
- Buyers and Sellers enter direct contracts
- We provide payment processing through third-party providers
- All sales are final unless otherwise specified

### 5.2 Fees and Commissions:

- Seller commission: 25% of sale price
- Payment processing fees: As applicable by payment processor
- Seller subscription: ₦60,000/yearly (Not Optional)
- All fees are non-refundable unless required by law

### 5.3 Payment Terms:

- Buyers pay immediately upon purchase
- Sellers receive payment immediately after delivery confirmation
- Currency: NGN/USD/EUR conversion available
- Tax responsibility lies with Users

#### 5.4 Disputes and Refunds:

- Disputes handled through our Resolution Center
- Refunds issued for non-delivery or significant misrepresentation
- Chargebacks may result in account suspension
- Escrow services available for high-value items

### 6. INTELLECTUAL PROPERTY

#### 6.1 Our Ownership:

- We own all right, title, and interest in:
- The Services and all software, technology, and AI systems
  - Our trademarks, logos, and brand elements
  - Aggregate and anonymized data
  - Proprietary algorithms and AI models

#### 6.2 Your Content:

- You retain ownership of Content you upload, subject to:
- Granting us a worldwide, non-exclusive license to use, display, and distribute
  - License necessary for AI processing and service provision
  - Right to remove Content violating this Agreement

#### 6.3 Cultural Intellectual Property:

- Special provisions apply:
- Traditional knowledge and cultural expressions protected
  - Community design rights respected
  - Prior informed consent required for certain cultural elements
  - Benefit-sharing mechanisms for community designs

### 7. DISCLAIMERS AND LIMITATIONS OF LIABILITY

#### 7.1 Service "As Is":

The Services are provided "as is" and "as available." We disclaim all warranties, express or implied, including merchantability, fitness for purpose, and non-infringement.

#### 7.2 AI Disclaimers:

- We specifically disclaim:
- Accuracy of AI-generated content or predictions
  - Reliability of cultural context information
  - Effectiveness of personalization features
  - Suitability of AI recommendations

#### 7.3 Limitation of Liability:

- Our total liability shall not exceed:
- For Buyers: The purchase price of the Product
  - For Sellers: Fees paid to us in the preceding 6 months
  - Exclusions: Liability for death, personal injury, or fraud cannot be limited

7.4 Indemnification: You agree to indemnify us against claims arising from:

- Your use of the Services
- Your violation of this Agreement
- Your Products or Content
- Your interactions with other Users

## 8. PRIVACY AND DATA PROTECTION

8.1 Privacy Policy: Our Privacy Policy governs data collection and use. By using the Services, you consent to our data practices.

8.2 AI Data Processing: Additional consents apply:

- AI feature usage data collection
- Training data contribution (anonymized)
- Personalization algorithm processing
- Cross-border data transfers for AI development

8.3 Data Rights: You have rights under applicable data protection laws. See our Privacy Policy for details.

## 9. TERMINATION

9.1 By You: You may terminate your account at any time by contacting support@ojaewa.com.

9.2 By Us: We may suspend or terminate your account:

- For violation of this Agreement
- For prolonged inactivity
- For legal or regulatory reasons
- For service modifications or discontinuation

9.3 Effect of Termination: Upon termination:

- Access to Services ceases
- Outstanding fees become immediately due
- We may delete your Content after 30 days
- Certain provisions survive termination

## 10. GOVERNING LAW AND DISPUTE RESOLUTION

10.1 Governing Law: This Agreement is governed by the laws of the Federal Republic of Nigeria, without regard to conflict of law principles.

10.2 Dispute Resolution: Any dispute shall be resolved as follows:

- Step 1: Informal negotiation (30 days)
- Step 2: Mediation in Lagos, Nigeria
- Step 3: Binding arbitration under the Arbitration and Conciliation Act
- Exceptions: We may seek injunctive relief in court

10.3 Class Action Waiver: You waive any right to participate in class actions.

## 11. MODIFICATIONS

11.1 We may modify this Agreement at any time. We will provide notice of material changes through:

- In-app notifications
- Email to registered Users
- Updated "Effective Date" above

11.2 Continued use after modifications constitutes acceptance.

## 12. MISCELLANEOUS

- 12.1 Force Majeure: We are not liable for delays beyond our reasonable control.
- 12.2 Assignment: You may not assign this Agreement without our consent. We may assign freely.
- 12.3 Severability: If any provision is invalid, the remainder remains enforceable.
- 12.4 Entire Agreement: This Agreement constitutes the entire understanding between us.

12.5 Contact Information:

- Legal Notices: support@ojaewa.com
- General Inquiries: [support@ojaewa.com](mailto:support@ojaewa.com)

## APPENDIX A: PROHIBITED ITEMS

1. Counterfeit or replica products
2. Items violating intellectual property rights
3. Hazardous materials or restricted substances
4. Live animals or animal products (with exceptions for traditional materials)
5. Human remains or sacred cultural artifacts without proper authorization
6. Weapons or related items
7. Illegal drugs or paraphernalia
8. Items promoting hate, violence, or discrimination
9. Government documents or identification
10. Stolen property
11. Items requiring professional licensing without proper certification
12. Financial instruments or securities

## ACKNOWLEDGMENT

BY CLICKING "I AGREE" OR ACCESSING THE SERVICES, YOU ACKNOWLEDGE THAT:

1. YOU HAVE READ THIS AGREEMENT IN ITS ENTIRETY;
2. YOU UNDERSTAND ALL TERMS AND CONDITIONS;
3. YOU VOLUNTARILY AGREE TO BE BOUND BY THIS AGREEMENT;
4. YOU ARE AT LEAST 18 YEARS OLD;
5. YOU HAVE THE AUTHORITY TO ENTER THIS AGREEMENT.

IF YOU ARE ACTING ON BEHALF OF AN ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND THAT ENTITY.

This document was drafted in compliance with the Nigeria Data Protection Act 2023, the Companies and Allied Matters Act 2020, Consumer Protection Framework, and applicable international standards for e-commerce platforms.