## Terms & Conditions

Updated: [Oct 1, 2020]

ZAMERIA, Ltd. ("ZAMERIA" ” ZAMERIA.com” "we" or "us" or "our") owns and operates the website, www.zameria.com, the mobile version, all underlying software, (or is the licensee) and any sites we have now or in the future that reference these Terms & Conditions (collectively the "Website").

These Terms & Conditions ("Terms") govern your access to and use of the Website. By accessing or using the Website (including all content and functionality), you signify your agreement to these Terms and any additional terms applicable to certain programs in which you may elect to participate. If you do not agree to these terms, please cease using and/or accessing the Website.

This Website is considered to be a general audience site. ZAMERIA does not intend that any portion of the Website will be accessed or used by children under the age of **13\***, and such use is prohibited. If you use this Website to register an account, purchase a product from us, or enter our online contests or sweepstakes, you affirm that you are at least 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into, and comply with, the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms, our Privacy Policy, and our Purchase-Related Policies.

We may, in our sole discretion, modify or revise these Terms at any time by posting the changes on the Website. The "Last Updated" legend above indicates when these Terms were last changed. Any changes are effective immediately upon posting to the Website. Continued use of the Website following this notice will indicate your acknowledgment and agreement to be bound by the revised Terms.

These Terms apply to all users of the Website, including users who are also contributors of any content, information, and other materials or services on the Website. The Website includes, but is not limited to, all information, content, artwork, text, music, products, software and services offered via the Website.

### 1. Privacy

Please review our Privacy Policy, which also governs your visit to the Website, so that you may understand our privacy practices. You can access our Privacy Policy here.

### 2. Purchase-Related Policies

These Terms govern your access to and use of the Website. Additional terms and conditions apply to your purchase of products or services from ZAMERIA (such as order processing, shipping and handling, returns, and exchanges) (collectively "Purchase-Related Policies"). You acknowledge and agree that your rights and responsibilities will be governed by such other Purchase-Related Policies as provided in the applicable purchase agreements. In the event there is a conflict between these Terms and the terms provided in an applicable Purchase-Related Policy for any product or service offered through the ZAMERIA Website, the terms of such Purchase-Related Policy will govern. You can access our Purchase-Related Polices here.

### 3. Accuracy of Information

Our goal is to provide complete, accurate, up-to-date information on our Website. Unfortunately, it is not possible to ensure that any website is completely free of human or technological errors. While we try our best, the Website may contain typographical mistakes, inaccuracies, or omissions, some of which may relate to pricing and availability, and some information may not be complete or current. We also havemade every effort to display as accurately as possible the colors of our products that appear on our Website. We cannot guarantee that your computer monitor’s display of any color will be accurate. We reserve the right to correct any errors, inaccuracies or omissions - including after an order has been submitted - and to change, update, or remove any contents, links, or resources provided on our Website at any time, and for any reason, without prior notice. We sincerely apologize for any inconvenience this may cause.

### 4. Intellectual Property Rights

As between you and ZAMERIA, all right, title, and interest in and to the Website and its content, features, and functionality, including, but not limited to, products, information, materials, text, graphics, photographs, video, displays, images, audio, music, button icons, data compilations, software, other works of authorship, and the design, selection, arrangement, and compilation thereof (the "Content"), and all intellectual property rights in the Website, are retained by ZAMERIA, our affiliates, our partners or our licensors, and are protected by copyright, patent, intellectual property, and other laws of Nigeria and foreign countries.

You may use the Website for your personal, non-commercial use only. No right, title or interest in or to the Website is transferred to you, and all rights not expressly granted are reserved by ZAMERIA. You will not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the Content on our Website, except as follows:

Your computer may temporarily store copies of such Content incidental to your accessing and viewing those Content.

You may store files that are automatically cached by your web browser for display enhancement purposes.

You may print or download one copy of a reasonable number of pages of the Website for your own personal, non-commercial use related to shopping or placing an order with ZAMERIA, and not for further reproduction, publication or distribution.

If we provide desktop, mobile or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications.

If we provide social media features with certain Content, you may take such actions as are enabled by such features.

You will not:

\*Modify copies of any Content from this Website.

\*Use any illustrations, photographs, video or audio sequences or any graphics separately from the accompanying text.

\*Delete or alter any copyright, trademark or other proprietary rights notices from copies of Content from this Website.

\*Access or use for any commercial purposes any part of the Website or any services or Content available through the Website.

Except as set forth in this Section, if you access or use, or provide any other person with access, to any part of the Website in breach of the Terms, your right to use the Website will cease immediately and you must, at our option, return or destroy any copies of the Content you have made.

The trademarks, logos, and service marks displayed on the Website are the registered and unregistered marks of ZAMERIA, our affiliates, our licensors, or our partners, in Nigeria and other countries, and are protected by U.S. and international trademark laws. All other trademarks not owned by us, our affiliates, our partners or our licensors that appear on the Website are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by us.

### 6. Prohibited Uses of the Website

When using the Website, you shall not:

(i) Disrupt, damage, interfere with, violate the security of, or attempt to gain unauthorized access to, the Website or any computer network;

(ii) Circumvent any technological measure implemented by ZAMERIA or any of our providers or any other third party (including another user of the Website) to protect the Website;

(iii) Use our Website in any manner that could disable, overburden, damage, or impair our website or interfere with any other party’s use of our Website, including their ability to engage in real time activities through our Website;

(iv) Upload, transmit, distribute, or run any computer virus, worm, Trojan horse, logic bomb, or any computer code or other material that could harm or alter a computer, portable device, computer network, communication network, data, the Website, or any other system, device or property;

(v) Use any software robots, spiders, crawlers, or other automatic device, process or means to access our Website for any purpose, including monitoring or copying any of the Content on our Website;

(vi) Transmit, or cause the sending of any advertising or promotional material without our prior written consent, including any "junk mail," "chain letter," "spam" or any other similar solicitation;

(vii) Attempt, in any manner, to obtain the password, account, credentials, or other security information from any other user; or jeopardize the security of your account or anyone else’s account (for example, by allowing another individual to login into the Website as you);

(viii) Impersonate or attempt to impersonate ZAMERIA, a ZAMERIA employee, another user or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing);

(ix) Use our Website in any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the Nigeria or other countries);

(x) Send, knowingly receive, upload, download, use or re-use any Content that does not comply with the standards and requirements set out in Sections ‎4 and 5 of these Terms;

(xi) Engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of our Website, or which, as determined by us, may harm us or users of our Website or expose them to liability; or

(xii) Otherwise attempt to interfere with the proper working of our Website.

### 7. Your Account

If you use the Website, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. If you are using a public computer, we strongly encourage you to log out of your account at the conclusion of your session. Your information will still be stored with us but it will not be accessible to anyone else from that computer.

You are responsible for ensuring that all information you provide on our Website is correct, current, and complete. You agree that you will not provide any false or misleading information during the registration process.

If you are accessing and using the Website on someone else's behalf, you represent that you have the authority to bind that person as a principal to these Terms, and you agree to accept liability for harm caused by any wrongful use of the Website resulting from such access or use.

You must notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security that you become aware of.

All information you provide when you register for an account on our Website, including through the use of any interactive features, is governed by our Privacy Policy, which is incorporated herein, and we may take any action with respect to your information that is consistent with our Privacy Policy. We reserve the right to refuse service, terminate accounts, or remove or edit Content, for any reason, in our sole discretion without prior notice.

### 8. Linking to the Website and Social Media Features

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part without our express written consent.

This Website may provide certain social media features that enable you to: (i) link from your own or certain third-party websites to certain content on this Website; (ii) send emails or other communications with certain Content, or links to certain Content, on this Website; (iii) cause portions of Content on this Website to be displayed or appear to be displayed on your own or certain third-party websites.

You may use these features solely as they are provided by us and solely with respect to the Content they are displayed with and otherwise in accordance with any additional terms and conditions we provide with respect to such features. Subject to the foregoing, you must not: (i) establish a link from any website that is not owned by you; (ii) cause our Website or any portion of it to be displayed, or appear to be displayed by, for example, framing, deep linking or in-line linking, on any other site; (iii) link to any part of the Website other than the homepage; (iv) otherwise take any action with respect to the Content on this Website that is inconsistent with any other provision of these Terms.

The website from which you are linking, or on which you make certain content accessible, must comply in all respects with the standards and requirements set forth in Sections 4 and 5 of these Terms.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to cease. We reserve the right to withdraw linking permission without notice. We may, in our sole discretion, request that you remove any link to the Website, and upon receipt of such request, you shall immediately remove such link. We may also disable all or any social media features and any links at any time without notice in our discretion.

### 9. Third Party Links

Our Website may include content or links and resources provided by third parties. We are not responsible for the content of any off-Website pages or any other websites linked to or from the Website. Links appearing on the Website are for convenience only and are not an endorsement by us, our affiliates or our partners of the referenced content, product, service, or supplier. Your linking to or from any off-Website pages or other websites is at your own risk. We are in no way responsible for examining or evaluating, and we do not warrant, approve, endorse, or make any representations with respect to any off-Website pages, or any other websites linked to or from the Website, nor do we assume any responsibility or liability for the actions, content, resources, products, services, or any offerings of such pages and websites.

In addition, our privacy practices may differ from those of these other websites. If you provide personal information at one of those websites, you are subject to the privacy policy of the operator of that website, not the ZAMERIA Privacy Policy. Make sure you understand any website's privacy policies before providing them your personal information.

### 10. Submissions

We welcome inquiries or feedback on the products you use or might like to purchase. However, it is our policy to decline unsolicited suggestions and ideas. Notwithstanding our policy with regard to unsolicited suggestions and ideas, any inquiries, feedback, suggestions, ideas, materials, comments, or other information you provide to us (collectively, "Submissions") will be treated as non-proprietary and non-confidential. By transmitting or posting any Submission, you hereby grant and agree to grant to us and our service providers, and each of their and our respective licensees, successors and assigns the right to use, reproduce, modify, adapt, distribute, create derivative works from, compile, arrange, display, and otherwise disclose to third parties any Submission in any form, media, or technology, whether now known or hereafter developed, alone or as part of other works. You also acknowledge that your Submission may not be returned and we may use your Submission, and any ideas, concepts or know how contained therein, for any purpose including, without limitation, developing, manufacturing, distributing and marketing products. While such Submissions will be treated as non-proprietary and non-confidential, we will not use your name unless we are required by law to identify the source of the Submission, or unless we first obtain your permission.

If you make a Submission, you represent and warrant that you own or otherwise control the rights to your Submission. You further represent and warrant that such Submission complies with the standards and requirements in Sections 4 and 5 of these Terms. You may not use false identifying information or contact information, impersonate any person or entity, or otherwise mislead us as to the origin of any Submission.

### 11. Indemnification

You agree to defend, indemnify and hold ZAMERIA, its directors, officers, employees, shareholders, affiliates, contractors, agents, licensors, and suppliers harmless for any liabilities, claims, demands, losses, or expenses, including attorneys’ fees, made by any third party due to or arising out of or in connection with your use of the Website or breach of these terms.

### 12. Representations and Warranties; Limitation of Liability

To the maximum extent permitted by applicable law, the website and the content available on it or through it are provided for your convenience, "as is", and "as available" with all faults and errors. Zameria and our suppliers and licensors expressly disclaim any warranties and conditions of any kind, whether express, implied, or statutory, including, without limitation, merchantability, fitness for a particular purpose, accuracy, title, quiet enjoyment, non-infringement of third-party rights, availability, data security, and any warranties arising out of course of dealing or usage of trade.

Zameria does not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or provided by a third party through or in connection with the website or any hyperlinked website or service.

Zameria makes no representations concerning any content contained in or accessed through the website, and Zameria will not be responsible or liable for the accuracy, copyright compliance, legality or decency of material contained in or accessed through the website.

To the maximum extent permitted by applicable law, in no event will zameria, our affiliates, directors, officers, employees, shareholders, agents, contractors, licensors, suppliers, successors and assigns of each, be liable for any direct, indirect, consequential, exemplary, special, incidental, punitive or other damages you or others may suffer, including damages for lost revenue, lost profits, loss of business or anticipated savings, loss of goodwill, business interruption, service interruption, lost data or content, computer damage, cost of substitute services, inability to use the website, privacy leakage, or any other liabilities or losses caused by the website, any websites linked to it, any content on our website or such other websites, any services or products obtained through our website or such other websites, any breach of these terms, any act or omission by us or our personnel, whether or not the possibility of such damages has been disclosed in advance or could have been reasonably foreseen, regardless of the legal or equitable theory (warranty, contract, tort or otherwise) upon which the claim is based, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

The exclusions and limitations of damages set forth above are fundamental elements of the basis of the bargain between Zameria and you.

### 13. Disputes; Governing Law

You agree that the Terms and any claim, dispute, action, cause of action, issue or request for relief between you and ZAMERIA arising out of or relating to these Terms, your visit to our Website, or to products or services purchased via our Website (collectively "Disputes") will be governed by and construed in accordance with the laws of the Federal Republic of Nigeria, without giving effect to any conflict of laws principles that may provide the application of the law of another jurisdiction.

If a Dispute arises between you and ZAMERIA, our goal is to learn about and address your concerns. You agree that you will notify ZAMERIA about any Dispute you have with us regarding these Terms, our Website, or our products or services by contacting ZAMERIA at legal@zameria.com. We’ll try to resolve the Dispute informally by contacting you through email. If a Dispute is not resolved within 90 days after submission, you or ZAMERIA may bring a formal proceeding.

ZAMERIA is the owner of this Website and is based in the state of Lagos in the Federal Republic of Nigeria. We make no claims that the Website or any of its Content is accessible or appropriate outside of the Federal Republic of Nigeria. Access to the Website may not be legal by certain persons or in certain countries. If you access the Website from outside the Federal Republic of Nigeria, you do so on your own initiative and are responsible for compliance with local laws.

### 14. Binding Arbitration

You and ZAMERIA agree to submit all Disputes to confidential arbitration on an individual and purely bilateral, non-class/non-representative basis. Arbitration on an individual basis is the exclusive remedy for any claims which might otherwise be brought on a class, collective or representative basis between you and ZAMERIA.

This agreement to arbitrate will be governed by the Federal Arbitration Act, 9 U.S.C. § 1 (the "FAA") and shall be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by these Terms, and will be administered by the AAA. The AAA Rules are available online at www.adr.org or by calling the AAA at 1-800-778-7879. The arbitration shall take place in Atlanta Georgia. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction\*

You and ZAMERIA shall select a mutually agreeable arbitrator from the AAA. Unless otherwise precluded by law, you and Spanx shall each separately pay your or its own attorneys’ fees and costs. You agree that if any provision of this arbitration agreement is held by an arbitrator or a court of competent jurisdiction to be invalid, unenforceable, or void, that provision shall be struck from the agreement to arbitrate, and the remainder of the arbitration agreement shall remain in full force and effect consistent with applicable law. However, the entire agreement to arbitrate shall be void if the provisions above waiving or precluding class arbitration proceedings are found to be invalid, unenforceable, or void for any reason.

Notwithstanding the above, if you have in any manner violated or threatened to violate our intellectual property rights, we may seek injunctive or other appropriate relief in any state or federal court with jurisdiction, whether or not it is in Georgia. You consent to exclusive jurisdiction and venue in such courts.

### 15. Limitation on Claims

Regardless of any statute or law to the contrary, any Dispute must be filed within one (1) year after the occurrence of the event or facts giving rise to a Dispute, or you waive the right to pursue any Dispute based upon such event or facts forever.

### 16. Term and Termination

These Terms will remain in full force and effect as long as you continue to access or use the Website. We may, with or without prior notice, terminate any of the rights granted by these Terms without cause. You shall comply immediately with any termination or other notice, including, as applicable, by ceasing all use of the Website.

You may also cancel your account at any time by contacting customer service at [wowsupport@zameria.com](mailto:wowsupport@zameria.com) or by calling +234 80-589-87450

### 17. Entire Agreement; Waiver; Severability

These Terms, together with our Privacy Policy, constitute the complete and exclusive understanding between you and Zameria with respect to your use of the Website, and these Terms supersede and replace any and all prior oral or written understandings or agreements between ZAMERIA and you regarding the Website.

Nothing contained in these Terms shall be construed as creating any agency, partnership, or other form of joint enterprise between you and ZAMERIA. ZAMERIA’s failure to enforce any right or provision in these Terms will not constitute a waiver of such right or provision or of any other rights or provisions in these Terms.

If a court or tribunal should find that one or more rights or provisions set forth in these Terms are invalid, you agree that the remainder of the Terms will remain in full force and effect and that the invalid provision will be enforceable to the fullest extent permitted by law. We will amend or replace such provisions with ones that are valid and enforceable and which achieve, to the extent possible, our original objectives and intent as reflected in the original provisions.

### Contact Us

If you have any questions regarding these Terms, please contact us by email at [contact@zameria.com](mailto:contact@zameria.com) or by calling +234 80-589-87450