

Terms of Use

Last updated January 18, 2023

Introduction

Thank you for using ArtisanPro. These Terms of Use (“Terms”) constitute a legally binding agreement made between you, whether personally or on behalf of an entity (“you”) and Sana’a Integrated Services Limited, its affiliated services (collectively, “Sana’a Integrated Services Ltd”, “we,” “us” or “our”), concerning your access to and use of our websites, <https://artisanpro.ng>, <https://sanaa.ng/>, as well as all our products, websites, media forms or channels, and mobile websites or applications - **sana’a artisan** and **sana’a client** - (collectively, the “Site”).¹

Please review the following terms and conditions concerning your use of and access to the Site. By accessing AND/OR using the service, you agree to follow and be bound by these Terms. If you do not agree with these Terms, you must not use the Site.

NOTICE OF ARBITRATION AGREEMENT AND CLASS ACTION WAIVER: THIS AGREEMENT INCLUDES A BINDING ARBITRATION CLAUSE AND A CLASS ACTION WAIVER, SET FORTH BELOW, WHICH AFFECT YOUR RIGHTS ABOUT RESOLVING ANY DISPUTE WITH THE COMPANY. PLEASE READ IT CAREFULLY.

By using our services, you agree to be bound by our Privacy Policy and any supplemental terms and conditions or documents that may be posted on the Site from time to time. The privacy policy and any supplemental policies are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms at any time and for any reason. We will alert you about any changes by updating the “Last updated” date of these Terms, and you waive any right to receive specific notice of each such change. It is your responsibility to periodically review these Terms to stay informed of updates. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms by your continued use of the Site after the date such revised Terms are posted.

Disclaimer

The Site is a general service that provides access to professional training, certification and permit issued on behalf of a Nigerian government over the Internet and should not be construed as promises for jobs. **We are not a training and certification firm and or body but offer our services in partnership with accredited training and certification bodies to create job opportunities for artisans.**

The Site offers features and tools that provide access to independent training, certification and payment bodies, including online testing and downloading of certificates duly accredited by our associates.

The Site offers you ways to obtain a government permit in line with the qualifications and conditions specified for the permit.

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1. User Account Registration

The information provided on the Site is intended for distribution to or use by any person or entity within the jurisdiction of the Federal Republic of Nigeria and other territories as may be made known.

You are required to register with the Site. You agree to keep your password confidential and will be responsible for all use of your account and password. We reserve the right to remove, reclaim, or change a username you select if we determine, in our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable.

The Site is intended for users who are at least 18 years old. Persons under the age of 18 are not permitted to use or register for the Site.

By using the Site, you represent and warrant that: (1) all registration information you submit will be true, accurate, current, and complete; (2) you will maintain the accuracy of such information and promptly update such registration information as necessary; (3) you have the legal capacity and you agree to comply with these Terms; (4) you are not a minor as defined by the constitution of the Federal Republic of Nigeria; (5) you will not access the Site through automated or non-human means, whether through a bot, script or otherwise; (6) you will not use the Site for any illegal or unauthorized purpose; and (7) your use of the Site will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Site (or any portion thereof).

2. Payments

Sana'a Integrated Services Ltd, by and through its payment partner offers payment service for training, certification and permit.

You agree to provide current, complete, and accurate purchase information for all purchases made via the Site. You further agree to promptly update your account and financial information, including email address, payment method and credit or debit card expiration date, so that we can complete your transactions and contact you as needed.

We reserve the right to refuse any order placed through the Site. We also reserve the right to correct any errors or mistakes in pricing, even if we have already requested or received payment.

3. Retain Personal Information

Sana'a Integrated Services and its Affiliates keep your Personal Information in line with set periods calculated using the following applicable criteria:

1. How long You have been a customer with us, the types of products or services offering We provide You, and when You will stop being our customer.
2. After You have stopped being our customer, for how long it is reasonable for us to retain your records to show we have met the obligations we have to You and by law.
3. Any time limits for making a claim or Any period for keeping your personal information which are set by law or recommended by the relevant regulators, professional bodies or associations or is in line with best practice.
4. The nature of any contract we have in place with You.
5. The terms of any consent given by You.
6. Any relevant proceedings that apply.
7. Our legitimate interests as a business.

The retention period is to enable Sana's Integrated Services /its Affiliates to use the personal data for the necessary legitimate purposes identified in full compliance with the legal and regulatory requirements. When Sana's Integrated Services /its Affiliates no longer need to use your personal information, we will delete it from our systems and records, and/or take steps to anonymise the said personal information so that you cannot be identified or linked to the said personal information.

4. Access to and Control over Information

In respect of your Personal Information with us, You can do at any time the following by contacting us: 1) See what Personal Information we have about You, if any and Change/correct any Personal Information we have about You after providing the required documentation and if it is within your purview to change/correct. 2) Subject to points above, have us delete any Personal Information we have about You. 3) Request for contact details of the data protection officer, where applicable. 4) Request for the purpose of the processing as well as the legal basis for processing. 5) Request for information about interests, if the processing is based on the legitimate interests of Sana's Integrated Services and its Affiliates or a third party. 6) Request for the categories of personal data collected, stored and processed. 7) Request for recipient(s) or categories of recipients that the data is/will be disclosed to. 8) Information about how we intend to securely transfer the personal data to a third party or international organisation. The Nigeria Data Protection Bureau (NDPB) will coordinate the transfer requests with the office of the Attorney General of the Federation, who will approve sending personal data to some countries that meet a minimum standard of data protection. Countries listed in the 'white list' of jurisdictions annexed to the NDPR Implementation Framework are exempted from the said approval in other cases, we will ensure there are specific measures in place to secure your information. 9) Request for the duration of data retention. 10) Request for details and information of automated decision making, such as profiling, and any meaningful information about the logic involved, as well as the significance and expected consequences of such processing and express any concern about our use of your Personal Information.

5. Refund Policy

If you contact our customer support department, we can help you resolve any issues you may have, provide a refund, or offer credit for future services. When you contact us, please explain all the details relating to the services you are not satisfied with. If a refund request is not made within 30 days of purchase, we

cannot provide a refund. Except as expressly provided in these Terms or where prohibited by law, the maximum liability of Sana'a Integrated Services Ltd, its subsidiaries, and associated companies is the amount paid to Sana'a Integrated Services Ltd, through its payment partner, by the customer. Please see the Limitation of Liability section below for more information.

6. Intellectual Property Rights

Unless otherwise indicated, the content of our site is proprietary and all source code, databases, software, website designs, audio, video, text, images, and graphics on the Site (collectively, the “Content”) and the trademarks, service marks, and logos contained therein (the “Marks”) are owned or controlled by us or by third parties who have granted Sana'a Integrated Services permission to use the content and/or marks, and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws of the Federal Republic of Nigeria, foreign jurisdictions, and international conventions. The Content and the Marks are provided on the Site “AS IS” for your information and personal use only. Except as expressly provided in these Terms, no part of the Site and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission within the End User License Agreement or license terms that accompany the content or are provided in these Terms of Use.

Provided that you are eligible to use the Site, you are granted a limited license to access and use the Site and to download or print a copy of any portion of the Content to which you have properly gained access solely for your personal, non-commercial use. We reserve all rights not expressly granted to you in and to the Site, the Content and the Marks.

7. Prohibited Activities

You may not access or use the Site for any purpose other than that for which we make the Site available. The Site may not be used in connection with any commercial endeavours except those that are specifically endorsed or approved by us. In addition, you can only use our services if they do not conflict or violate Nigerian laws. By using our platform, you accept that you have sole responsibility that your (or your family member's) use or access does not violate any applicable laws.

As a user of the Site, you agree not to:

1. Use in connection with any documents are not genuinely obtained by you;
2. Use in connection with any legal matter involving violent crime;
3. Used in connection with any legal matter that directly or indirectly involves your current or prospective legal counsel;
4. Use in any legal matter that directly or indirectly involves Sana'a Integrated Services Ltd or any of its affiliates, directors, agents, employees, or service providers;
5. Systematically retrieve data or other content from the Site to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us;
6. Make any unauthorized use of the Site, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretences;
7. Use a buying agent or purchasing agent to make purchases on the Site;
8. Use the Site to advertise or offer to sell goods and services;
9. Circumvent, disable, or otherwise interfere with security-related features of the Site, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Site and/or the Content contained therein;
10. Engage in unauthorized framing of or linking to the Site;
11. Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords;
12. Make improper use of our support services or submit false reports of abuse or misconduct;
13. Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools;

14. Interfere with, disrupt, or create an undue burden on the Site or the networks or services connected to the Site;
15. Attempt to impersonate another user or person or use the username of another user;
16. Sell or otherwise transfer your profile;
17. Use any information obtained from the Site in order to harass, abuse, or harm another person;
18. Use the Site as part of any effort to compete with us or otherwise use the Site and/or the Content for any revenue-generating endeavour or commercial enterprise;
19. Decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Site;
20. Attempt to bypass any measures of the Site designed to prevent or restrict access to the Site, or any portion of the Site;
21. Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Site to you;
22. Delete the copyright or other proprietary rights notice from any Content;
23. Copy or adapt the Site's software, including but not limited to Flash, PHP, HTML, JavaScript, or other code;
24. Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Site or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Site;
25. Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms");

26. Except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Site, or using or launching any unauthorized script or other software;
27. Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Site;
28. Use the Site in a manner inconsistent with any applicable laws or regulations.

8. Third-party Websites and Content

The Site may contain (or you may be sent via the Site) links to other websites (“Third-Party Websites”) as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other content or items belonging to or originating from third parties (“Third-Party Content”). Such Third-Party Websites and Third-Party Content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third-Party Websites accessed through the Site or any Third-Party Content posted on, available through, or installed from the Site, including the content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies of or contained in the Third-Party Websites or the Third-Party Content. Inclusion of, linking to, or permitting the use or installation of any Third-Party Websites or any Third-Party Content does not imply approval or endorsement thereof by us. If you decide to leave the Site and access the Third-Party Websites or to use or install any Third-Party Content, you do so at your own risk, and you should be aware these Terms no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any website to which you navigate from the Site or relating to any applications you use or install from the Site. Any purchases you make through Third-Party Websites will be through other websites and from other companies, and we take no responsibility whatsoever in relation to such purchases which are exclusively between you and the applicable third party. You agree and acknowledge that we do not endorse the products or services offered on Third-Party Websites and you shall hold us harmless from any harm caused by your purchase of such products or services. Additionally, you shall hold us harmless from any losses sustained by you or harm caused to you relating to or resulting in any way from any Third-Party Content or any contact with Third-Party Websites.

9. Security and Confidentiality

You understand and agree that You are responsible for maintaining the confidentiality of your User ID and password. You agree and undertake that:

1. You will not disclose your User ID and password to any other person (as a precaution, Sana'a Integrated Services /its Affiliates recommends changing your login credentials periodically);
2. You will notify Sana'a Integrated Services /its Affiliates immediately if You suspect that either your User ID and/or password have been lost or stolen or that any other person has obtained access to your registration details. Where You disclose (whether intentionally or unintentionally or to the extent permitted by law) either your User ID and/or password to any other person, Sana'a Integrated Services or its Affiliates disclaim all liability (including liability for negligence) for any loss or damage that You or any third party may suffer arising from or in connection with such disclosure or access to or use of these, and You agree and undertake to indemnify Sana'a Integrated Services /its Affiliates against any and all liability, costs, or damages arising out of claims or suits by third person(s) based on or relating to such access to or use of your User ID and/or password.
3. You will log out of your browser at the end of each of your sessions on the Website.
4. You shall solely be responsible for any activities that take place through your User ID or password.
5. Since the internet and email communications are not necessarily secure and there is always a risk that such messages may be intercepted or tampered with by registering for and using this Website, You acknowledge that these risks exist and that confidentiality cannot always be assured.
6. Except where Sana'a Integrated Services /its Affiliates have been fraudulent, Sana'a Integrated Services/its Affiliates do not have any responsibility and shall not be liable for any interception, redirection, corruption, copying, reading, tampering or loss of confidentiality which may take place either once an email message has been sent by Sana'a Integrated Services or prior to an email message being received by Sana'a Integrated Services /its Affiliates; or for any losses, claims, damages or expenses which may be suffered or incurred by You as a result of any such interception, redirection, corruption, copying, reading, tampering or loss of confidentiality.
7. Notwithstanding that Sana'a Integrated Services/its Affiliates take reasonable care to ensure that electronic communications generated by it

- are free of viruses or other corruption of data, You shall before opening or using any documents or attachments check them for viruses and defects.
8. If a communication from You is found to contain a virus, Sana'a Integrated Services /its Affiliates shall not be obliged to receive or act upon such communication.
 9. Sana'a Integrated Services /its Affiliates is not responsible in any way for direct, indirect, special or consequential damages arising out of or in connection with your use of this Website and In no circumstances shall Sana'a Integrated Services /its Affiliates be liable to You in any way whatsoever for any loss, damage, costs and expense incurred by You as a result of, arising out of or in connection with, whether directly or indirectly, the wrongful or fraudulent use of your User ID or password.
 10. Since by the nature of the Internet, transactions may be subject to interruption, transmission blackout, delayed transmission and incorrect data transmission. As such, Sana'a Integrated Services and its Affiliates are not liable in any way for such interruption, transmission blackout, delayed transmission and incorrect data transmission, loss of data or for malfunctions of any information systems or communications facilities not under its control that may affect the accuracy or timeliness of transactions.
 11. Sana'a Integrated Services /its Affiliates shall be entitled to disclose your User ID and password to any third party if required to do so by any law, regulation or court order. You shall have no rights, title, interests over your User ID or password. Sana'a Integrated Services /its Affiliates or relevant third party providers shall be entitled (in its sole discretion and without assigning any reason) to terminate the use of the same at any time whatsoever. Upon such termination, You shall no longer be entitled to use or access your User ID or password. Sana'a Integrated Services /its Affiliates shall not be liable to You or any third party for any termination, deactivation or deletion of your User ID or password.
 12. Sana'a Integrated Services /its Affiliates do not represent or warrant that this Website will always be available or meet your requirements, that access will not be interrupted, that there will be no delays, failures, inaccuracies, typographical or other errors or omissions or loss of transmitted information, that no viruses or other contaminating or destructive properties will be transmitted or that no damage will occur to your computer system.
 13. You have sole responsibility for adequate protection and back up of your data and/or equipment and for undertaking reasonable and appropriate precautions to scan for computer viruses or of other destructive properties. Sana'a Integrated Services /its Affiliates make no

representations or warranties regarding the accuracy, timeliness, functionality or performance of any software that may be used in connection with this Website.

14. To the full extent permitted by law, Sana'a Integrated Services /its Affiliates exclude all liability that may arise in respect of all the software that is used in connection with this Website. Please note that this Website may have capacity limitations if there are too many users accessing it concurrently.
15. Sana'a Integrated Services /its Affiliates reserve the right to restrict access when security risks are detected.

10. Site Management

We reserve the right, but not the obligation, to: (1) monitor the Site for violations of these Terms; (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms, including without limitation, reporting such user to law enforcement authorities; (3) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof; (4) in our sole discretion and without limitation, notice, or liability, to remove from the Site or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems; and (5) otherwise manage the Site in a manner designed to protect our rights and property and to facilitate the proper functioning of the Site.

11. Privacy Policy

We care about data privacy and security. Please review our Privacy Policy: <https://sanaa.ng-privacy-policy>. By using the Site, you agree to be bound by our Privacy Policy, which is incorporated into these Terms. Please be advised the Site is hosted in Nigeria. If you access the Site from the European Union, Asia, or any other region of the world with laws or other requirements governing personal data collection, use, or disclosure that differ from applicable laws in Nigeria, then through your continued use of the Site, you are transferring your data to Nigeria, and you expressly consent to have your data transferred to and processed in Nigeria. Further, we do not knowingly accept, request, or solicit information from children or knowingly market to children. Therefore, in accordance with the Nigeria Online Child Protection Guidelines, if we receive actual knowledge that anyone under the age of 13 has provided personal information to us without the requisite and verifiable parental consent, we will delete that information from the Site as quickly as is reasonably practical.

12. Term and Termination

These Terms shall remain in full force and effect while you use the Site. Without limiting any other provision of these terms, we reserve the right to, in our sole discretion and without notice or liability, deny access to and use of the site (including blocking certain IP addresses), to any person for any reason or for no reason, including without limitation for breach of any representation, warranty, or covenant contained in these terms or any applicable law of regulation. We may terminate your use or participation in the site or delete your account and any content or information that you posted at any time, without warning, at our sole discretion.

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

13. Modifications and Interruptions

We reserve the right to change, modify, or remove the contents of the Site at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Site. We also reserve the right to modify or discontinue all or part of the Site without notice at any time. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Site.

We cannot guarantee the Site will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Site, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Site at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Site during any downtime or discontinuance of the Site. Nothing in these Terms will be construed to obligate us to maintain and support the Site or to supply any corrections, updates, or releases in connection therewith.

14. Governing Law

These Terms and your use of the Site are governed by and construed in accordance with the laws of the Federal Republic of Nigeria applicable to agreements made and to be entirely performed within the Federal Republic of Nigeria, without regard to its conflict of law principles.

15. Dispute Resolution

PLEASE READ THIS SECTION CAREFULLY, AS IT AFFECTS YOUR RIGHTS.

1. Informal Negotiations

To expedite resolution and control the cost of any dispute, controversy, or claim related to these Terms (each a “Dispute” and collectively, the “Disputes”) brought by either you or us (individually, a “Party” and collectively, the “Parties”), the Parties agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least thirty (30) days before initiating arbitration. Such informal negotiations commence upon written notice from one Party to the other Party.

2. Binding Arbitration

If the Parties are unable to resolve a Dispute through informal negotiations, the Dispute (except those Disputes expressly excluded below) will be finally and exclusively resolved by binding arbitration. **You understand that without this provision, you would have the right to sue in court and have a jury trial.** The arbitration shall be commenced and conducted under laws of the Federal Republic of Nigeria.

3. Restrictions

The Parties agree that any arbitration shall be limited to the Dispute between the Parties individually. To the full extent permitted by law, (a) no arbitration shall be joined with any other proceeding; (b) there is no right or authority for any Dispute to be arbitrated on a class-action basis or to utilize class action procedures; and (c) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

4. Exceptions to Informal Negotiations and Arbitration

The Parties agree that the following Disputes are not subject to the above provisions concerning informal negotiations and binding arbitration: (a) any Disputes seeking to enforce or protect, or concerning the validity of, any of the intellectual property rights of a Party; (b) any Dispute related to, or arising from, allegations of theft, piracy, invasion of privacy, or unauthorized use; and (c) any claim for injunctive relief. If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.

16. Corrections

There may be information on the Site that contains typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Site at any time, without prior notice.

17. Disclaimer

Sana'a Integrated Services Ltd provides a platform for artisans to process professional training, certification and permit in order to work in Nigeria and or a particular state in Nigeria.

The site is provided on an as-is and as-available basis. You agree that your use of the site and our services will be at your sole risk. To the fullest extent permitted by law, we disclaim all warranties, express or implied, in connection with the site and your use thereof, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. We make no warranties or representations about the accuracy or completeness of the site's content or the content of any websites linked to the site and we will assume no liability or responsibility for any (1) errors, mistakes, or inaccuracies of content and materials, (2) personal injury or property damage, of any nature whatsoever, resulting from your access to and use of the site, (3) any

unauthorized access to or use of our secure servers and/or any and all personal information and/or financial information stored therein, (4) any interruption or cessation of transmission to or from the site, (5) any bugs, viruses, trojan horses, or the like which may be transmitted to or through the site by any third party, and/or (6) any errors or omissions in any content and materials or for any loss or damage of any kind incurred as a result of the use of any content posted, transmitted, or otherwise made available via the site. We do not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the site, any hyperlinked website, or any website or mobile application featured in any banner or other advertising, and we will not be a party to or in any way be responsible for monitoring any transaction between you and any third-party providers of products or services. As with the purchase of a product or service through any medium or in any environment, you should use your best judgment and exercise caution where appropriate.

18. Limitations of Liability

In no event will we or our directors, employees, or agents be liable to you or any third party for any direct, indirect, consequential, exemplary, incidental, special, or punitive damages, including lost profit, lost revenue, loss of data, or other damages arising from your use of the site, even if we have been advised of the possibility of such damages. notwithstanding anything to the contrary contained herein, our liability to you for any cause whatsoever and regardless of the form of the action, will at all times be limited to the amount paid, if any, by you to us during the six (6) month period prior to any cause of action arising. Certain state laws do not allow limitations on implied warranties or the exclusion or limitation of certain damages. If these laws apply to you, some or all of the above disclaimers or limitations may not apply to you, and you may have additional rights.

19. Indemnification

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due

to or arising out of: (1) your Contributions; (2) use of the Site; (3) breach of these Terms; (4) any breach of your representations and warranties set forth in these Terms; (5) your violation of the rights of a third party, including but not limited to intellectual property rights; or (6) any overt harmful act toward any other user of the Site with whom you connected via the Site. Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defence and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defence of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

20. User Data

We will maintain certain data that you transmit to the Site for the purpose of managing the performance of the Site, as well as data relating to your use of the Site. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Site. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

21. Electronic Communications, Transactions, and Signatures

Visiting the Site, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communication be in writing. You hereby agree to the use of electronic signatures, contracts, orders, and other records, and to electronic delivery of notices, policies, and records of transactions initiated or completed by us or via the site. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

22. Miscellaneous

These Terms and any policies or operating rules posted by us on the Site or in respect to the Site constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these

Terms shall not operate as a waiver of such right or provision. These Terms operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control. If any provision or part of a provision of these Terms is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment, or agency relationship created between you and us as a result of these Terms or use of the Site. You agree that these Terms will not be construed against us by virtue of having drafted them. You hereby waive any and all defences you may have based on the electronic form of these Terms and the lack of signing by the parties hereto to execute these Terms of Use.

23. Contact Us

In order to resolve a complaint regarding the Services or to receive further information regarding the use of the Services, please contact us at:

Sana'a Integrated Services Ltd
Suite 3H, 22 IT Igbani Street, Jabi, Abuja 900108
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