

Terms & conditions

The services at <http://www.artisansforyou.com> are provided by Digital MAK Services Ltd Nigeria. The following document describes the terms and conditions applicable to the use of any service provided under <http://www.artisanforyou> ("the site", "our site") domain or any sub-domains. By using the Service offered through this Website, you are bound by the Terms and Conditions of this Agreement as set out below. If you do not agree to be bound by this Agreement, you may not use or access our Service.

Please note that throughout our site, these terms of use, and in our domain name the term "artisan" is used. This term is used to denote any person who undertakes jobs, such as those featured on our site. An "artisan" can be either male or female. The use of this term was considered appropriate, and no offence was intended by its use.

1. "Job Advertisers" and "Artisans"

For the purposes of these terms and conditions, users who place a job description online will be known collectively as "job advertisers" or individually as a "job advertiser". Users who tender on the work featured on our site will be known collectively as "Artisans", or individually as an "Artisan".

2. Aritsansforyou.com - A Market Place for Skills

Our website is a market place for displaying and selling your skill and capabilities of the artisans. This website is a singular point of contact for source all your skill services requirement. This is to bring the best of the artisans available and link them, with job advertises who genuinely care about value of artisans and prepared to reward excellent performances. Users who are registered with us can advertise contract jobs and artisans, who are registered with us, are able to tender for these contract jobs. The jobs advertised must not be against any applicable law, or contrary to any aspect of these terms and conditions. We take no responsibility for the truth or accuracy of any job description or the ability of any particular user to pay for the job to be completed. We take no responsibility for the ability of any artisan to complete any aspect of a job that an artisan tenders for. Do not assume that jobs or any related activities are legal, simply because they are listed on our site. Users accept the sole responsibility for the legality of their actions under laws applying to themselves.

3. Checks on Artisans

We are not an agency. We cannot, and do not guarantee work done by artisan that you find via our site. Our system of customer feedback/rating is intended to help job advertisers choose the best artisans to employ.

4. Artisan eligibility

In order to register with aritsansforyou.com, users must be over the age of 18. We reserve the right to limit the access of any user that we consider suspect, acting in bad faith or under the guise of a false identity or any other reason.

5. Prohibited Jobs

Users must not place online or tender for any jobs which are prohibited by Law, or which do not conform to our own regulations. Our site is intended to make it easier for users to find quality workers at reasonable, market dependant prices. Our site should not be used to find long-term contractual employees or employment.

6. Placing a Job Advert Online

If you place a job ad online, you must ensure that you are legally able advertise, and hold to the contract as you have described it. You must describe your job and all terms in the description field of you job listing. Your listings may only include text descriptions relevant to the job. The user who places a job online is responsible for ensuring that he or she has the right to use all content in the listing and we have the right to host it on servers. All jobs must be listed in an appropriate category.

7. Tendering for Jobs

As an artisan, you must ensure that you are legally able to tender for the relevant job. In addition, you must ensure that you are legally able to perform the work specified in the job advert.

8. Liability

In the event that you have any right, claim or action against any other user arising from that user's use of the Site, you agree to pursue such right, claim or action independently of and without recourse to us, and you release Digital MAK Services Ltd (and our directors and employees) from all claims, liability, damages, losses, costs and expenses, including legal fees, known and unknown, arising from or in any way connected with such right, claim or action.

9. Information Control

We do not control the information provided by other users, which is made available through the Site. You may find other user's information to be offensive, harmful, inaccurate, or deceptive. Please use caution and common sense when using the Site. Please note that there are also risks of dealing with underage persons or people acting under false pretences. By using this Site, you agree to accept such risks and agree that Digital MAK Services Ltd is not responsible for the acts or omissions of users on the Site.

10. Fees

Placing a job advert online is free. Registering your business with www.artisansforyou.com is also free. Using this site is free to get artisans of your choice is free. You remain responsible however for the costs of accessing our site and contacting users.

Only Artisans that are interested in premium member are charged a fee in order to activate their membership and tender for jobs on the site. We reserve the right to change this membership fee without notice in the future. Membership can be activated securely using credit or debit card or via the Paypal secure payments system. Membership fees are not refundable. Special offers may be available. We reserve the right to change these special offers without notice. Receipts of payment will be automatically sent by electronic mail, either by us or by the payment processor.

11. Rating of Artisans Services

Artisans will be subject to feedback from the customer in form is rating from one to five star. This will give the artisans the opportunity to improve the service delivery as well as response to the negative feedback if required. Also Artisans will be given the same opportunity to rate the customer. Digital MAK Services Ltd reserve the right to remove fake/unauthentic and inaccurate feedback.

12. Your Information

Your information constitutes any information you provide to us or other users in relation to the artisansforyou service including registration, questions and answers, job listings, uploaded images or the commenting and reply processes. You are solely responsible for your information. We merely distribute and publicise relevant parts of the information via channels, which we reserve the right to change without notice. The information provided to artisansforyou may be store and use for reasonable purposes.

13. Restrictions on Your Information

Your Information and your activities on our Site must not, be false, inaccurate or misleading, offensive, menacing, abusive, defamatory, or in breach of copyright, confidence, privacy or any other rights. Your information must not infringe any third party's copyright, patent, trade mark, trade secret or other proprietary rights or rights of publicity or privacy, be fraudulent, be in breach of any applicable laws or regulations (including, but not limited to, consumer protection, unfair competition, anti-discrimination, false advertising), be obscene, indecent or contain pornography. Your information must not create liability for us or cause us to lose (in whole or in part) the services of our ISPs or other suppliers. Your information must not link directly or indirectly to any other website. Your information must not contain any computer viruses, macro viruses, trojan horses, worms or anything else designed to interfere with, interrupt or disrupt the normal operating procedures of a computer or

to surreptitiously intercept, access without authority or expropriate any system, data or personal information. Your information must not cause the Site to be interrupted, damaged, rendered less efficient or such that the effectiveness or functionality of the Site is in any way impaired.

14. License to use your information

To enable us to use Your Information, you grant us a non-exclusive, world-wide, perpetual, irrevocable, royalty-free, sub licensable (through multiple tiers) licence to exercise the copyright, trade mark, publicity, and database rights you have in Your Information, in any media now known or not currently known. You also waive all moral rights you have in Your Information to the fullest extent permitted by law.

15. Access and interference

You agree that you will not use any robot, spider, scraper or other automated means to access the Site for any purpose without our express written permission. Additionally, you agree that you will not take any action that imposes, or may impose in our sole discretion an unreasonable or disproportionately large load on our infrastructure. You agree that you will not copy, reproduce, modify, create derivative works from, distribute or publicly display any content (except for Your Information) from the Site without our prior written permission and the appropriate third party, as applicable and that you will not interfere or attempt to interfere with the proper working of the Site or any activities conducted on the Site; You agree not to bypass measures we may use now or in the future to prevent or restrict access to the Site. We do not authorise you to extract, copy or re-utilise any parts of our Site.

16. Use of users contact information

When an artisan tenders for a job, the job advertiser will receive a mail, which in addition to other information about the tender, will specify contact information for the workman in question. Job advertisers may only use this contact information or any other contact information obtained through a artisansforyou-related communication for artisansforyou-related communications that are not unsolicited commercial messages and relate to your genuine participation in our site. Further more you may only use this information for any other purpose in the case that the user expressly agrees to after adequate disclosure of the purpose(s). In addition, you shall only use such information in accordance with applicable laws and regulations, including without limitation data protection and privacy laws. In all cases, you must give users an opportunity to remove themselves from your database and a chance to review what information you have collected about them. In addition, under no circumstances, except as defined in this Section, can you disclose personally identifiable information about another user to any third party without our consent and the consent of such other user after adequate disclosure. We do not tolerate SPAM or unsolicited commercial communications and neither do our users. You agree that you shall not add an employee of Digital MAK Services Ltd or a artisansforyou user, to your mailing list (email or physical mail) without their express written consent after

adequate disclosure. To report SPAM from other artisansforyou user, please send a mail to info@artisansforyou.com

17. Breach

Without limiting our other remedies, we may limit your activity on the Site, immediately issue a warning, suspend or terminate your user registration or any of your item listings and refuse to provide our services to you without notice to you if you breach these terms and conditions or the documents incorporated by reference or we are unable to verify or authenticate any information you provide to us, or we believe that your actions may cause us financial loss or legal liability.

18. No Warranty

We (and our directors and employees) do not guarantee continuous, uninterrupted or secure access to our services, and operation of the Site may be interfered with by numerous factors outside of our control. Our website and our services are provided "as is" and as and when available, and to the extent permissible by law we exclude all implied warranties, conditions or other terms, whether implied by statute or otherwise, including without limitation any terms as to skill and care or timeliness of performance. Some jurisdictions do not allow the disclaimer of implied warranties, so the foregoing disclaimer may not apply to you.

19. Limitation of Liability

Nothing in these terms and conditions shall limit or exclude our liability for fraudulent misrepresentation, or for death or personal injury resulting from our negligence or the negligence of our, agents or employees. Subject to the foregoing, we (including our directors, agents and employees) will not be liable for any economic losses (including, without limitation, loss of revenues, profits, contracts, business or anticipated savings), any loss of goodwill or reputation, or any special, indirect or consequential damages (however arising, including negligence) arising out of or in connection with these terms and conditions. Some jurisdictions do not allow the exclusion of incidental or consequential damages, so the above exclusion may not apply to you. We (including our directors and employees) also have no liability of any sort (including liability for negligence) for the acts or omissions of other providers of telecommunications services or for faults in or failures of their networks and equipment..

20. Indemnity

You agree to indemnify and hold us and (as applicable) our directors, agents, and employees, harmless from any claim or demand, including reasonable legal fees, made by any third party due to or arising out of your breach of these terms and conditions (including the documents incorporated by reference), or your violation of any law or the rights of a third party.

21. Notices

Unless otherwise explicitly stated, notices to artisans for you must be sent by registered mail Digital MAK Services Ltd Nigeria, and notices to you will be sent to the email address that you provide to us during the registration process (receipt is deemed 48 hours after an email is sent, unless we receive notice that the email address is invalid), or by registered mail.

22. Governing Law and Legal Compliance

These terms and conditions shall be governed by and construed in accordance with Federal Republic of Nigeria law and subject to the exclusive jurisdiction of the courts of Nigeria. Please note, that your country (and/or that of any user you deal with) may have laws, which apply to your transactions with other users regardless of what you agree with us (now) or with that user (later). The laws of your country may be different from Nigeria law, including laws governing what can jobs can be legally advertised or bid on. You shall comply with all applicable domestic and international laws, statutes, ordinances and regulations regarding your use of our service and your bidding on jobs. There is no practical way for us to continually monitor the laws of every country, or each user transaction. Please do not assume that you are allowed to do what other users do, or that we are approving or validating any transaction, even if you have successfully made similar sales or purchases in the past.

23. Dispute Resolution

Disputes between you and us regarding our services may be reported to our Customer Support. We encourage you to report all disputes between users to your local law enforcement body.

24. General

If any provision of these terms and conditions is held to be invalid or unenforceable, such provision shall be struck out and the remaining provisions shall be enforceable. You agree that these terms and conditions and all incorporated agreements may be automatically assigned by us, in our sole discretion, to a third party in the event of a merger or acquisition or any other event. You and Digital MAK Services Ltd are independent contractors, and no agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended or created by these terms and conditions. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. These terms and conditions set forth the entire understanding and agreement between us with respect to its subject matter. No oral explanation or oral information given by any party shall alter the interpretation of these terms and conditions. This Agreement will prevail over any conditions a job owner may have specified in the description of a job and our Privacy Policy which are incorporated in these terms and conditions by use of reference. Each of the

policies may be amended from time to time. If material changes occur, you will be sent an email explaining the changes. Sections 10 (Fees), 19 (Limitation of Liability), 20 (Indemnity), 22 (Governing Law and legal competence), and 22 (Dispute Resolution) shall survive any termination of these terms and conditions.