

KLAKPAD GLOBAL LIMITED

KLAKPAD SELLERS PARTNERSHIP PROGRAM

TERMS OF USE

This Terms of Use is entered into by and between **Klakpad Global Limited** ("Klakpad" "We," "Us," Or "Our") and the **Reseller** ("You," Or "Your"). Please read these Terms of Use carefully as they affect Your rights and liabilities while accessing the Platform. By accessing the Platform. You are indicating your acceptance of these Terms of Use. If You do not agree to these Terms of Use, please do not access and or use the Platform. If You have any questions about the Terms of Use, please contact us at [admin@klakpad.com].

1. DEFINITIONS

The definitions and rules of interpretation in this clause apply to these Terms of Use.

- 1.1. **Account** means the account to be opened and operated by You on the Portal with the features that enable You to access the Klakpad Seller Program (KSP);
- 1.2. **End User** - A customer or business that receives tokens from the Reseller subscription via subscription.
- 1.3. **KSP Program** - The Klakpad Sellers Program allows Resellers to purchase tokens and use them to subscribe for the benefit of the End User on the Platform;
- 1.4. **Portal** - means the website and/or mobile application through which the KSP Program is accessed;
- 1.5. **Platform** - means the software platform designed to allow its users to efficiently manage their business, track and monitor their stock or goods in their store;
- 1.6. **Reseller**: A business or an individual duly authorised by Klakpad to sell tokens to the End Users;
- 1.7. **Services** - means the business and inventory management service to be provided by Klakpad;
- 1.8. **Subscription** - Access to Klakpad Business and inventory management software platform, available on a monthly or yearly basis;
- 1.9. **Token** - A virtual credit issued by Klakpad Global Limited, where one unit of token equates to one Naira.

2. INTRODUCTION

The Platform is a business and inventory management platform designed to allow its users to efficiently track and monitor their stock or goods in their store.

3. AMENDMENT

We may update these Terms from time to time for legal or regulatory reasons or the proper operation of the Platform. Any changes will be notified to You via the e-mail address provided by You on registration or via a suitable announcement on the Platform. The changes will apply to the use of the Platform after We have given notice.

If You do not wish to accept the new terms, You should not continue to use the Platform. If You continue to use the Platform after the date on which the change comes into effect, your use of the Platform indicates Your agreement to be bound by the new Terms.

4. REGISTRATION FOR THE KSP

Eligibility: to be a Reseller, the following conditions shall apply:

- 4.1. You may not register for an Account on this Platform if you are under 18 years of age. Any access to or use of the Platform or our Services by anyone under 18 is unauthorised, unlicensed, and in violation of these Terms of Use. By accessing or using the Services, you represent and warrant that you are 18 or older.
- 4.2. Where you warrant that You are 18 or older, You must create a verified account with your email and password via the Portal.
- 4.3. When You register for the KSP and from time to time thereafter, We may require You to provide and/or confirm information and documentation that will allow us to identify You such as;
 - 4.3.1. Your name and the name of your business
 - 4.3.2. Email address
 - 4.3.3. Mobile device number
 - 4.3.4. A copy of Your government-issued photo ID, such as national ID, international passport, permanent voter's card or driver's license;
 - 4.3.5. Bank Verification Number (where applicable);
 - 4.3.6. Your Business Incorporation Documents.
 - 4.3.7. Such other information and documentation that we may require from time to time.
- 4.4. When You register to use the Platform, You will be asked to create a password; to prevent fraud, You must keep this password confidential and must not disclose it or share it with anyone. If You know or suspect that someone else knows Your password, You should notify Us immediately.
- 4.5. Your Account shall be used exclusively by You and You shall not transfer Your Account to any third party or any other business.
- 4.6. You agree that You shall be solely responsible for any activities or actions under the Account, whether you have authorised such activities or actions. If You authorize any third party to manage Your Account on Your behalf, this shall be at Your own risk and Klakpad shall not be liable to You in any way for any loss or liability arising from use by the third party.
- 4.7. You may either be an individual or a company. Where the Reseller is a company, It shall ensure that is duly registered with the relevant authorities and must be authorized to conduct business in your location or jurisdiction.
- 4.8. You must be duly authorized by Klakpad to act as a Reseller subject to accepting the terms and conditions stated in this Agreement.
- 4.9. You must meet any additional qualifications, trainings or requirements specified by Klakpad from time to time.

5. TOKEN PURCHASE

- 5.1. Resellers are required to purchase Tokens from Klakpad in order to participate in the KSP Program. Resellers must purchase Tokens in advance of reselling subscriptions to End-users.
- 5.2. Resellers must make payments to Klakpad through a payment method approved by Klakpad, such as bank transfer, online payment gateway, or other methods specified by Klakpad.
- 5.3. Where payment has been made towards the purchase of Tokens, such payment is non-refundable. Resellers are responsible for ensuring that they have sufficient funds to purchase the required number of Token.
- 5.4. The price for each Token shall be a fixed price of one Naira (₦1.00) per Token.

5.5. The Token when purchased are free from expiration and can be used subject to policy changes or amendment to this Terms of Use.

6. SUBSCRIPTION

6.1. Where the Tokens have been purchased, it shall be saved in the Resellers Wallet.

6.2. Resellers shall use the Token purchased for the purpose of allowing End Users to subscribe for the Services offered on the Platform.

6.3. Resellers shall not be entitled to sell beyond the maximum price fixed for the Reseller under this Program.

6.4. Selling beyond the maximum price will amount to a breach of Agreement and shall be a ground for termination by Klakpad.

6.5. Subscription shall be either on a monthly or yearly basis.

7. RESELLER'S OBLIGATION

7.1. You shall comply with all applicable laws, regulations, and industry standards in your performance under this Agreement.

7.2. You shall maintain a legitimate business operation and shall not engage in any deceptive, misleading, or unethical business practices.

7.2.1. Legitimate businesses shall be defined to include but is not limited to:

7.2.1.1. **Retail and Wholesale Trade:** Businesses engaged in the sale of goods or products to consumers or other businesses;

7.2.1.2. **Service Providers:** Businesses offering services such as consulting, education, healthcare, hospitality, or transportation;

7.2.1.3. **Manufacturing and Production:** Businesses engaged in the production of goods or products, with necessary licenses and permits;

7.2.1.4. **Agriculture and Farming:** Businesses engaged in the cultivation of crops, livestock, or other agricultural products;

7.2.1.5. **Hotels and Hospitality:** Businesses engaged in providing accommodation, food, and beverage services, such as hotels, resorts, restaurants, and bars.

7.2.2. Illegitimate businesses shall be defined to mean all businesses not duly authorised by law, i.e the production of ammunition without the approval of a license;

7.3. You shall manage Tokens purchased from Klakpad in accordance with the terms and conditions of this Agreement.

7.4. You shall provide usage support to the End Users who purchase subscriptions from you, where an End User encounters glitches or requires technical support they shall flag same to the Reseller and the Reseller in turn shall flag with Klakpad immediately.

7.5. You shall maintain the confidentiality of all information and materials provided by Klakpad and End Users, including but not limited to business and technical information.

7.6. You shall not infringe on Klakpad's intellectual property rights, including but not limited to trademarks, copyrights, and trade secrets.

7.7. You shall provide Klakpad with reports and information as requested by Klakpad from time to time, including but not limited to sales reports and customer information.

7.8. You shall warrant and indemnify Klakpad against any claims, damages, or expenses arising from your breach of this Agreement or your negligence or misconduct.

8. PROHIBITED ACTIVITIES

You agree not to engage in any of the following prohibited activities:

Unlawful or Unauthorized Use: Using the Portal or Services for any unlawful or unauthorized purpose, including but not limited to hacking, cracking, or distributing malware.

Defamatory or Libelous Content: Uploading, posting, or transmitting any content that is defamatory, libellous, or slanderous.

Harassment or Bullying: Engaging in harassment, bullying, or intimidation of any user or group of users.

Spamming or Phishing: Sending unsolicited messages, emails, or other forms of communication, including but not limited to spamming or phishing.

Unauthorized Access or Disclosure: Attempting to gain unauthorized access to the Portal, Services, or related systems, or disclosing sensitive information without authorization.

Misrepresentation or Fraud: Misrepresenting yourself, your affiliation with Klakpad, or your intentions, or engaging in fraudulent activities.

9. AVAILABILITY OF THE PLATFORM

Although We aim to offer You the best Services possible, We make no promise that the Platform will meet Your entire requirements. We cannot guarantee that the Platform will be fault-free. If a fault occurs with the Platform You should report to us and we will attempt to correct the fault as soon as We reasonably can.

Your access to the Platform may be occasionally restricted to allow for repairs, maintenance or the introduction of new facilities or services. We will attempt to restore the Service as soon as We reasonably can.

10. PROPRIETARY INFORMATION

The material and content accessible from this Platform, and any other electronic platform owned, operated, licensed or controlled by Klakpad is the proprietary information of Klakpad. Klakpad retains all rights, titles, and interest in the content. Accordingly, the content may not be copied, distributed, republished, uploaded, posted or transmitted in any way without the prior written consent of Klakpad, except that You may print out a copy of the Content solely for your personal use.

In doing so, You may not remove, alter, or cause to be removed or altered, any copyright, trademark, trade name, service mark, or any other proprietary notice or legend appearing on any of the Content. Modification or use of the content except as expressly provided in these Terms violates Klakpad's Intellectual Property Rights. Neither title nor Intellectual Property Rights are transferred to You by access to this Platform.

11. TRADEMARK

Trademarks, service marks, and logos appearing in this Platform are the property of Klakpad or the party that provided the trademarks, service marks and logos to Klakpad. Klakpad and any party that provided trademarks, service marks and logos to Klakpad retain all rights with respect to any of their respective trademarks, service marks, and logos appearing on this Platform.

12. LIMITATION OF LIABILITIES AND DISCLAIMER

The Platform and All Information, Content, Materials, Products and Other Services Included on or Otherwise Made Available to You Through the App Are Provided by the Company on an "As Is" And "As Available" Basis Unless Otherwise Specified in Writing. The Company Makes No Representations or Warranties of Any Kind, Express or Implied, as to the Operation of the App, Or the Information, Content, Materials, Products or Other Services Included on or Otherwise Made Available to You Through the App Unless Otherwise Specified In Writing. You Expressly Agree That Your Use of the App Is at Your Sole Risk.

To The Full Extent Permissible by Law, The Company Disclaims All Warranties, Express Or Implied, Including, But Not Limited To, Implied Warranties of Merchantability and Fitness for a Particular Purpose. Klakpad Does Not Warrant That the Platform, Information, Content, Materials, Products or Other Services Included on or Otherwise Made Available to You Through the Platform, Or Electronic Communications Sent by Klakpad Are Free of Viruses or Other Harmful Components. To The Full Extent Permissible By Law, Klakpad Will Not Be Liable For Any Damages Of Any Kind Arising From The Use Of The Platform, Or From Any Information, Content, Materials, Products Or Other Services Included On Or Otherwise Made Available To You Through The Klakpad, Including, But Not Limited To Direct, Indirect, Incidental, Punitive, And Consequential Damages, Unless Otherwise Specified In Writing.

13. APPLICABLE LAW AND JURISDICTION

These Terms will be subject to the laws of the Federal Republic of Nigeria. We will try to solve any disagreements quickly and efficiently. If You are not happy with the way we deal with any disagreement, and You want to take court proceedings, You must do so within Nigeria.

You agree that any dispute or claims that you may have against us will in the first instance be attempted to be settled amicably by the Parties.

If the dispute, difference, or claim is not settled amicably within 14 (fourteen) days, the dispute, difference, or claim shall be referred to a Mediator. You shall bear your costs and will be liable to contribute the same amount in respect of fees to be paid to the mediator. If mediation is not concluded within 3 months of the commencement of the mediation, You reserve your right to seek redress in the High Court of Lagos State.

14. MISCELLANEOUS

You may not transfer any of your rights under these Terms to any other person. We may transfer our rights under these Terms to a third party where we reasonably believe your rights will not be affected.

The failure of Klakpad to enforce any right or provision of these Terms shall not constitute a waiver of such right or provision or the right to later enforce that or any other part of these Terms.

Klakpad shall not be responsible for any breach of these Terms caused by Force Majeure.

Should any provision of these Terms be held to be invalid, unlawful or unenforceable, such provision will be severable from the remaining provisions which will continue to be valid and enforceable.

By clicking the button “**I Agree/Accept**”, You confirm that You have read these Terms and that You understand them and agree to be bound by the terms contained herein.