**OWAMBEEXTRA**



**TERMS & CONDITIONS**

Welcome to the OwambeExtra.com website (the "Site"). These terms & conditions ("Terms and Conditions") apply to the Site, and all of its divisions, subsidiaries, and affiliate operated Internet sites which reference these Terms and Conditions. This website application is owned and operated by Graceshield Technologies, Nigeria. For the purposes of this website, "Owner" refers to Graceshield Technologies, her directors, employees, agents, affiliates and associates, where applicable. “User” refers to individual, corporate or group of people accessing the services provided on the Site by the Owner. “Donor” refers to any User that sends gift and “Donee” refers to User that the gift is addressed to.

The Owner reserves the right, to change, modify, add, or remove portions of both the Terms and Conditions of Use and the Terms and Conditions of Use at any time. Changes will be effective when posted on the Site with no other notice provided. Please check these Terms and Conditions regularly for updates. Your continued use of the Site following the posting of changes to these Terms and Conditions constitutes your acceptance of those changes. Kindly review the Terms and Conditions listed below diligently prior to using this website application as your use indicates your agreement to be wholly bound by its Terms and Conditions without modification. You agree that if you are unsure of the meaning of any part of these Terms and Conditions or have any questions regarding the Terms and Conditions, you will not hesitate to contact the Owner for clarification. These Terms and Conditions fully govern the use of this website application. No extrinsic evidence, whether oral or written, will be incorporated.

Aim: To create, develop and deploy cost-effective and reliable mobile and web applications that will support and improve efficiency of individual, small & medium scale enterprises, and generality of people as well as to enhance event planning, organizing and social connections by providing easy to use online event planner.

1) REGISTRATION REQUIREMENT

*Note: To have a smooth registration process, Locate “Register” from the homepage and fill the form carefully providing accurate information.*

You are hereby required to confirm that you are at least 18 years of age or are accessing the Site under the supervision of a parent or legal guardian. You agree that if you are unsure of the meaning of any part of the Terms and Conditions of Use, you will not hesitate to contact the Owner for clarification prior to use. These Terms and Conditions of Use fully govern the use of the services on this Site. No extrinsic evidence, whether oral or written, will be incorporated.

2) FORMATION OF CONTRACT

Both parties agree that browsing the website and gathering information regarding the services provided does not constitute use, but merely an invitation to treat. The parties accept that use of this website application may generate or create benefits or gifts in kind or cash for the User from the invited guests or prospects and such gift may be processed through the third-party payment channels, gift shops or electronic malls affiliated to OwambeExtra site. The User agrees that a processing fee of ten percent (10%) of the value of the cash gift shall be deducted from the gift amount and balance paid into the designated account of the user within seven working days of confirmation of the gift amount. For material gifts, the User agrees to pay processing fee of 10% of the gift value to the Owner and delivery logistics fee prior to dispatch of the gift upon receiving notice of gift items and prevailing market value (estimated using the value on popular online store within Nigeria or within the country of origin of the gift). In the event that User or subscriber, fails to pay the estimated processing and/or the delivery logistics fees within 14days of sending the notice, the Owner will notify the donor (if known) and return the gift items upon receiving the processing fee and delivery logistics fees from the donor. If the donor fails to make the payment of the processing fees and delivery logistics fees within 14days, the Owner reserves the right to deal with the gift as deemed appropriate without prejudice and shall not be held liable by User or donor of the gift items. The Site reserves the right to refuse or cancel processing of cash or material gifts for any reason at any given time.

3) GIFTS DELIVERY

All Gifts (cash and material) are processed by third party vendors, however, errors may still occur, such as cases when the gift item is not received or credited to the User. As such, third party vendors reserve the right to refuse or cancel any payment or gift order. In the event that vendors are unable to provide the services, Owner will inform the User and donor (if known) of the refusal or cancellation as soon as possible. Owner will make every effort to deliver gifts within the estimated schedule set out on our Site; however delays are occasionally inevitable due to unforeseen factors. Owner shall be under no liability for any delay or failure to deliver the gift within the estimated time schedule.

4) ILLEGAL TRANSCATION

User hereby confirms that all transactions are done with legitimate and legally acceptable sources of income. Use of Site for money laundering activities or use of proceeds of illegal business is prohibited

Once the Owner become aware of any illegal transaction on any event on the Site, such registered event shall be temporarily suspended and proper investigation will follow for confirmation, sequel the event page shall be rendered inactive until all issues are resolved. Owner shall not be held liable for such and related action.

5) REPORT A PROBLEM

It is imperative and required that User shall promptly report to the Owner any changes on registered event account once User notices any unsolicited alteration or compromise or tampering with account or event on the Site for necessary action.

6) INAPPROPRIATE CONTENT

Inappropriate content uploading on the Site such as nude photo, vulgar languages, criminally inciting, derogatory messages, photos, graphics, images, video clips, etc, are not acceptable. if such is found, the violated account shall be blocked and deleted from the Site. The Owner reserves the right to suspend, delete, block, edit and deal as appropriate with any content uploaded on the Site including video, images, photos, pictures, graphics, texts, any other related content without prior notice.

7) UNABLE TO LOGIN

Before any registration process, the User shall take note of the SECURITY QUESTION and ANSWER to the security question as part of personal login code. User can only regain access to account with lost password by providing correct answers to the security question. Owner shall not be held liable for loss of login password or security question and answer.

8) GENERAL TERMS AND CONDITIONS OF USE

For use of the Site, User agrees that this Site shall be used only in accordance with these Terms and Conditions of Use. If User does not agree with the Terms and Conditions of Use or does not wish to be bound by them, the User shall refrain from using this Site. The User is granted a non-transferable, revocable and non-exclusive access to use this Site, in accordance with the Terms and Conditions of Use, for such things as: setting up event, planning an event, inviting guests to the event, organizing event, sharing information on the event, receiving gifts, etc. Commercial use or use on behalf of any third party is prohibited, except as explicitly permitted by Owner in advance. During the registration process User agrees to receive promotional emails from the Site. You can subsequently opt out of receiving such promotional e-mails by following the direction to unsubscribe.

These Terms and Conditions of Use specifically prohibit actions such as: accessing our servers or internal computer systems, interfering in any way with the functionality of this Site, gathering or altering any underlying software code, infringing any intellectual property rights. This list is non-exhaustive and similar actions are also strictly prohibited. Any breach of these Terms and Conditions of Use shall result in the immediate revocation of the access rights and privileges granted to the User without prior notice. At Owner’s sole discretion, if determined that User is in breach of any of these conditions, Owner reserves the right to deny User access to this Site and its contents and without prejudice to any available remedies at law or otherwise.

Certain services and related features that may be made available on the Site may require registration or subscription. Should User choose to register or subscribe for any such services or related features, User agrees to provide accurate and current information requested, and to promptly update such information if there are any changes thereafter. Every User is solely responsible for keeping passwords and other account identifiers safe and secure. The User is entirely responsible for all activities that occur under such password or account. Furthermore, User must notify Owner of any unauthorized use of his/her password or account. The Owner shall not be responsible or liable, directly or indirectly, in any way for any loss or damage of any kind incurred as a result of, or in connection with User’s failure to comply with this section.

9) ACCEPTANCE OF ELECTRONIC DOCUMENTS

User agrees that all agreements, notices, disclosures and other communications that Owner provides electronically satisfy any legal requirement that such communications be in writing.

10) USER SUBMISSIONS

Any content that User submits or posts to the Site and/or provide to Owner, including but not limited to, questions, reviews, pictures, videos, images, comments, and suggestions (collectively, "Submissions") shall become Owner’s exclusive property with exclusive right to deal with the submissions as deemed appropriate with or without prior notice to User. In addition to the rights applicable to any Submission, when User post comments or reviews to the Site, the User also grants Owner the right to use the title or tag name of the submission, in connection with such review, comment, or other content. User shall not use false e-mail address, pretend to be someone other than himself/herself or otherwise mislead as to the origin of any Submissions. Owner may remove or edit any Submissions as deemed appropriate.

By completing an event subscription or signing up, User agrees to receive a) emails associated with the registered events, which may contain relevant offers from third parties, and b) emails asking for reviews on the Site functionality with reference to the event and c) promotional emails, SMS and push notifications from Owambe Extra, Graceshield Technologies or third party affiliates. User may unsubscribe from promotional emails at any time.

11) VALIDITY OF INFORMATION

User accept that the information contained in this website application is provided as it is, where it is intended for information purposes only and that it is subject to change without notice. Although we take reasonable steps to ensure the accuracy of information and we believe the information to be reliable when posted, it should not be relied upon and it does not in any way constitute either a representation or a warranty or a guarantee. Products or events representations expressed on this Site are those of the Users and third-party vendors. Submissions or opinions expressed on this Site are those of the individual posting, such content and may not reflect Owner’s opinions. Owner make no representations as to the validity of events and merchantability of any products listed on the Site, and hereby disclaim all warranties, whether express or implied, as to the reliability, validity, merchantability and/or fitness of the events and products listed on the Site for any particular purpose. Owner shall not be held responsible or made liable for any damages or injury which may arise as a result of any error, omission, interruption, deletion, delay in operation or transmission, computer virus, communication failure and defect in the information, content, materials, software or other services included on or otherwise made available through the Site.

12) ACCESSIBILITY OF SITE

Owner’s aim is to ensure accessibility to the Site at all times; however, we make no representation of that nature and reserves the right to terminate the Site at any time and without notice. User accept that service interruption may occur in order to allow for website improvements, scheduled maintenance or may also be due to outside factors beyond our control. Owner shall not be held liable for such service disruption.

13) LINKS AND THIRD-PARTY WEBSITES

Owner may include links to third-party websites at any time. However, the existence of a link to another website should not be consider as an affiliation or a partnership with a third party or viewed as an endorsement of a particular website unless explicitly stated otherwise. In the event the User follows a link to another website, he or she does so at his or her own risk. We accept no responsibility for any content, including, but not limited to, information, products and services, available on third party websites. Creating a link to this website is strictly forbidden without Owner’s prior written consent. Furthermore, Owner reserves the right to revoke consent without notice or justification.

14) INTELLECTUAL PROPERTY

User agrees that all intellectual property rights and database rights, whether registered or unregistered, information content on the Site and all the website design, including, but not limited to, text, graphics, software, photos, video, music, sound, and their selection and arrangement, and all software compilations, underlying source code and software shall remain at all times vested in the Owner. Use of such material will only be permitted as expressly authorized by the Owner. Any unauthorized use of the material and content of this Site is strictly prohibited and User agrees not to, or facilitate any third party to, copy, reproduce, transmit, publish, display, distribute, commercially exploit or create derivative works of such material and content.

15) DATA PROTECTION

Any personal information collected in relation to the use of this website will be held and used in accordance with Owner’s Privacy Policy. The site application stores the address and may use it for commercial purposes.

16) LIABILITY OF PARTIES ON THE SITE

Owner operates a virtual event planning website application which is open for Users, guests, vendors to exchange information, goods and services through our website. None of the products and services displayed or advertised on the Site are owned or sold by us. The User (Donee), Donors and Vendors agree that Site Owner shall be held free from any liability in contract, pre-contract or other representations in tort, for all transactions conducted on the Site. This Site is only for event planning for Users within Nigeria.

User agrees not to hold the Owner liable for any delay or disruption to the services or inability to perform any obligation as specified in these Terms and Conditions of Use if the same is wholly or partly caused whether directly or indirectly by circumstances beyond or outside Owner’s reasonable control.

17) FORCE MAJEURE

In the event of Force Majeure, which shall be defined as inability of Owner to perform according to this Terms and Conditions of Use as caused by but not limited to Act of God, civil disturbances, crisis, wars, insecurity, network connectivity disruption, compliance with order of competent authority, and other circumstances comprehended within the term “force majeure”, the Owner shall be held free and not liable to perform services as laid out in the terms and conditions during the period occasioning the force majeure.

18) TERMINATION

In addition to any other legal or equitable remedies, Owner may, without prior notice to User, immediately terminate the Terms and Conditions of Use or revoke any or all of User’s rights granted under the Terms and Conditions of Use. Upon any termination of this Agreement, User shall immediately cease all access to and use of the Site. Owner shall, in addition to any other legal or equitable remedies, immediately revoke all password(s) and account identification issued to User. Any termination of this agreement shall not affect the respective rights and obligations (including without limitation, payment obligations) of the parties arising before the date of termination. Furthermore, User agrees that the Owner shall not be liable to you or to any other person as a result of any such suspension or termination. If you are dissatisfied with the Site or with any terms, conditions, rules, policies, guidelines, or practices of Graceshield Technologies, or OwambeExtra in operating the Site, User sole and exclusive remedy is to discontinue using the Site.

19) MISCELLANUOUS PROVISIONS

Assigning or sub-contracting any of User rights or obligations under these Terms and Conditions of Use to any third party is prohibited unless agreed upon in writing by the Owner.

The Owner reserves the right to transfer, assign or sub-contract the benefit of the whole or part of any rights or obligations under these Terms and Conditions of Use to any third party.

20) INDEMNITY

User agrees to indemnify Owner, his affiliates, officers, directors, agents and/or employees, as the case may be, free from any claim or demand, including reasonable legal fees, related to User’s breach of these Terms and Conditions of Use.

21) APPLICABLE LAW AND JURISDICTION

These Terms and Conditions of Use shall be interpreted and governed by the laws in force in the Federal Republic of Nigeria. Subject to the Arbitration section below, each party hereby agrees to submit to the jurisdiction of the courts of Nigeria and to waive any objections based upon venue.

22) ARBITRATION

Any controversy, claim or dispute arising out of or relating to these Terms and Conditions of Use will be referred to and finally settled by private and confidential binding arbitration before a single arbitrator held in Nigeria in English and governed by Nigeria law pursuant to the Arbitration and Conciliation Act Cap A18 Laws of the Federation of Nigeria 2004, as amended, replaced or re-enacted from time to time. The arbitrator shall be a person who is legally trained and who has experience in the information technology field in Nigeria and is independent of either party. Notwithstanding the foregoing, the Owner reserves the right to pursue the protection of intellectual property rights and confidential information through injunctive or other equitable relief through the courts.

23) SEVERABILITY

If any portion of these Terms or Conditions of Use is held by any court or tribunal to be invalid or unenforceable, either in whole or in part, then that part shall be severed from these Terms and Conditions of Use and shall not affect the validity or enforceability of any other section listed in this document.

24) NOTICE OF COPYRIGHT INFRINGEMENT

If User has any complaints with respect to the infringement of his or her copyright or intellectual property, kindly notify the Owner via email contact address. The Owner will expeditiously respond to all concerns regarding copyright infringements. User should provide the following information along with the complaints:   
  
> A physical or electronic signature of the person authorized to act on behalf of the owner of the copyrighted work for the purposes of the complaint.  
> A proper description of the copyrighted work claimed to have been infringed.  
> A description of the location of the infringing material on our Website.  
> The address, telephone number or e-mail address of the complaining party.  
> A statement made by the complaining party that he has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or by law.  
> A statement deposed to under oath, that the information in the notice of copyright infringement is accurate, and that the complaining party is authorized to act on behalf of the copyright owner.

Please note that this procedure is exclusively for notifying Graceshield Technologies that your copyrighted material has been infringed.