**TERMS AND CONDITIONS**

**Last updated June 20, 2023**

**AGREEMENT TO OUR LEGAL TERMS**

We are Handworker.ng (‘HandWorker’, '**we**', '**us**', or '**our**'), a company registered in Nigeria at 18 University Road, Abule Oja, Yaba, Lagos State, Nigeria.

We operate the website http://www.handworker.ng (the '**Site**'), the mobile application Handworker (the '**App**'), as well as any other related products and services that refer or link to these legal terms (the '**Terms and Conditions**') (collectively, the '**Services**').

You can contact us by phone at 08012345678, by email, at contact@handworker.ng, or by mail sent to 18 University Road, Abule Oja, Yaba, Lagos State, Nigeria.

These Terms and Conditions constitute a legally binding agreement made between you, whether personally or on behalf of an entity ('**you**'), and Handworker, concerning your access to and use of the Services. You agree that by accessing the Services, you have read, understood, and agreed to be bound by all of these Terms and Conditions. IF YOU DO NOT AGREE WITH ALL OF THESE LEGAL TERMS, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SERVICES AND YOU MUST DISCONTINUE USE IMMEDIATELY.

We will provide you with prior notice of any scheduled changes to the Services you are using. The modified Terms and Conditions will become effective upon posting or notifying you by updates@handworker.ng, as stated in the email message. By continuing to use the Services after the effective date of any changes, you agree to be bound by the modified terms.

The Services are intended for all users. All users who are minors in the jurisdiction in which they reside (generally under the age of 18) must comply with the requirement of the applicable law in their regions and are expected to possess the permission of and be directly supervised by their parent or guardian to use the Services. If you are a minor, you must have your parent or guardian read and agree to these Terms and Conditions before using the Services.

**Definitions and Key Terms**

* ***Cookie***: is a small amount of data generated by the app or website and saved on your device. It is used to identify your browser, device sessions, and used to provide analytics, remember information about you such as your language preference or login information.
* ***Company***: when this policy mentions “Handworker,” “Company,” “we,” “us,” or “our,” it refers to Handworker which is responsible for your information under this Policy.
* ***Country***: where Handworker or the owners/founders of Handworker are based, in this case in Nigeria.
* ***Customer***: refers to the company, organisation or person that signs up to use Handworker services Service to manage the relationship with your consumers or service users.
* ***Device***: any internet-connected device such as a phone, tablet, computer, or any other device that can be used to access Handworker and use the services.
* ***IP Address***: Every device connected to the internet is assigned a number known as an Internet Protocol (IP) address. These numbers are usually assigned in geographic blocks. An IP address can often be used to identify the location from which a device is connecting to the internet.
* ***Personnel:*** refers to those individuals who are employed by Handworker or are under contract to perform a service on behalf of one of the parties.
* ***Personal Data/Personal Identification Information:*** any information that directly, indirectly, or in connection with other information – including a personal identification number – allows for the identification or identifiability of a natural person.
* ***Service/Services:*** refer to the service provided by Handworker as described in the relative terms (if applicable) on this platform.
* ***Third-party Service:*** refers to advertisers, contest sponsors, promotional and marketing partners, and other who provide our content or whose products or services we think may interest you.
* ***Website:*** Handworker’s site, which can be accessed via [https://www.handworker.ng](https://www.riderman.ng)
* ***You:*** a person or entity that is registered with Handworker to use the Services.

TABLE OF CONTENTS

1. OUR SERVICES

2. INTELLECTUAL PROPERTY RIGHTS

3. USER REPRESENTATIONS

4. USER REGISTRATION

5. PURCHASES AND PAYMENT

6. FREE TRIAL

7. CANCELLATION

8. SOFTWARE

9. PROHIBITED ACTIVITIES

10. USER-GENERATED CONTRIBUTIONS

11. CONTRIBUTION LICENCE

12. GUIDELINES FOR REVIEWS

13. MOBILE APPLICATION LICENCE

14. SOCIAL MEDIA

15. APPLE AND ANDROID DEVICES

16. THIRD-PARTY WEBSITES AND CONTENT

17. SERVICES MANAGEMENT

18. PRIVACY POLICY

19. TERM AND TERMINATION

20. MODIFICATIONS AND INTERRUPTIONS

21. GOVERNING LAW

22. DISPUTE RESOLUTION

23. CORRECTIONS

24. DISCLAIMER AND LIMITATION OF LIABILITY

25. INDEMNIFICATION

26. USER DATA

27. ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES

28. MISCELLANEOUS

XX PROMOTIONS

29. COOKIES

30. WAIVER

31. SEVERABILITY

32. CONTACT US

**1. OUR SERVICES**

The information provided when using the Services is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Services from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

Handworker.ng provides a platform for matching artisans with clients who require their services. We facilitate the connection between clients and artisans but do not provide the services ourselves. The quality, reliability, and accuracy of the services provided by artisans are solely their responsibility.

**2. INTELLECTUAL PROPERTY RIGHTS**

Our intellectual property

We are the owner or the licensee of all intellectual property rights in our Services, including all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics in the Services (collectively, the 'Content' ), as well as the trademarks, service marks, and logos contained therein (the 'Marks').

Our Content and Marks are protected by copyright and trademark laws (and various other intellectual property rights and unfair competition laws) and treaties in Nigeria, the United States and around the world.

The Content and Marks are provided in or through the Services 'AS IS' for your personal, non-commercial use or internal business purpose only.

**Your use of our Services**

Subject to your compliance with these Terms and Conditions, including the 'PROHIBITED ACTIVITIES' section below, we grant you a non-exclusive, non-transferable, revocable licence to:

* access the Services; and
* 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 or internal business purpose.

Except as set out in this section or elsewhere in our Terms and Conditions, no part of the Services 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.

If you wish to make any use of the Services, Content, or Marks other than as set out in this section or elsewhere in our Terms and Conditions, please address your request to: contact@handworker.ng

If we ever grant you permission to post, reproduce, or publicly display any part of our Services or Content, you must identify us as the owners or licensors of the Services, Content, or Marks and ensure that any copyright or proprietary notice appears or is visible on posting, reproducing, or displaying our Content.

We reserve all rights not expressly granted to you in and to the Services, Content, and Marks.

Any breach of these Intellectual Property Rights will constitute a material breach of our Terms and Conditions and your right to use our Services will terminate immediately.

**Your submissions**

Please review this section and the 'PROHIBITED ACTIVITIES' section carefully before using our Services to understand the (a) rights you give us and (b) obligations you have when you post or upload any content through the Services.

By directly sending us any question, comment, suggestion, idea, feedback, or other information about the Services ('Submissions'), you agree to assign to us all intellectual property rights in such Submission. You agree that we shall own this Submission and be entitled to its unrestricted use and dissemination for any lawful purpose, commercial or otherwise, without acknowledgement or compensation to you.

**You are responsible for what you post or upload**: By sending us Submissions through any part of the Services, you:

* confirm that you have read and agree with our ‘PROHIBITED ACTIVITIES' and will not post, send, publish, upload, or transmit through the Services any Submission that is illegal, harassing, hateful, harmful, defamatory, obscene, bullying, abusive, discriminatory, threatening to any person or group, sexually explicit, false, inaccurate, deceitful, or misleading;
* to the extent permissible by applicable law, waive any and all moral rights to any such Submission;
* warrant that any such Submission is original to you or that you have the necessary rights and licences
* to submit such Submissions and that you have full authority to grant us the above-mentioned rights concerning your Submissions; and
* warrant and represent that your Submissions do not constitute confidential information.

You are solely responsible for your Submissions and you expressly agree to reimburse us for any and all losses that we may suffer because you breached (a) this section, (b) any third party’s intellectual property rights, or (c) applicable law.

**3. USER REPRESENTATIONS**

By using the Services, 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 and Conditions;

(4) you are not under the age of 18;

(5) you are not a minor in the jurisdiction in which you reside, or if a minor, you have received parental permission to use the Services;

(6) you will not access the Services through automated or non-human means, whether through a bot, script or otherwise;

(7) you will not use the Services for any illegal or unauthorised purpose; and

(8) your use of the Services 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 Services (or any portion thereof).

**4. USER REGISTRATION**

You may be required to register to use the Services. 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.

**5. PURCHASES AND PAYMENT**

We accept the following forms of payment:

* Visa
* Mastercard
* Verve

Unless otherwise indicated in an order form, you must provide us with a valid credit/debit card (of any of the above-listed issuers acceptable by us) (“Payment Provider”) as a condition to signing up for a Premium plan. Your Payment Provider agreement governs your use of the designated credit/debit card account, and you must refer to that agreement and not these Terms and Conditions to determine your rights and liabilities with respect to your Payment Provider. By providing us with your credit/debit card number and associated payment information, you agree that we are authorised to verify information immediately and subsequently invoice your account for all fees and charges due and payable to us hereunder and that no additional notice or consent is required.

You agree to notify us of any change in your billing address or the credit/debit card used for payment hereunder. We reserve the right at any time to change its prices and billing methods, either immediately upon posting on our site or by e-mail delivery to your personal/organisation’s administrator(s).

Any attorney fees, court costs, or the costs incurred in collection of delinquent undisputed amounts shall be the responsibility of and paid for by you. No contract will exist between you and us for the Service until we accept your order by a confirmatory email, SMS message or other appropriate means of communication. You are responsible for any third-party gees that you may incur when using the Service.

You agree to provide current, complete, and accurate purchase and account information for all purchases made via the Services. You further agree to promptly update account and payment information, including email address, payment method, and payment card expiration date, so that we can complete your transactions and contact you as needed. Sales tax will be added to the price of purchases as deemed required by us. We may change prices at any time. All payments shall be in Naira.

You agree to pay all charges at the prices then in effect for your purchases and you authorise us to charge your chosen payment provider for any such amounts upon placing your order. We reserve the right to correct any errors or mistakes in pricing, even if we have already requested or received payment.

We reserve the right to refuse any order placed through the Services. We may, in our sole discretion, limit or cancel any number of orders placed per person, per household, or per order. These restrictions may include orders placed by or under the same customer account, the same payment method, and/or orders that use the same billing or shipping address. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers, or distributors.

**6. FREE TRIAL**

We may offer free trial to new users who register with the Services for such period as we may determine. The account will not be charged and the subscription will be suspended until upgraded to a paid version at the end of the free trial.

**7. CANCELLATION**

You can cancel your subscription at any time by logging into your account. Your cancellation will take effect at the end of the current paid term.

If you are unsatisfied with our Services, please email us at [contact@handworker.ng](mailto:contact@handworker.ng)

**8. SOFTWARE**

We may include software for use in connection with our Services. If such software is accompanied by an end-user licence agreement ('EULA'), the terms of the EULA will govern your use of the software. If such software is not accompanied by a EULA, then we grant you a non-exclusive, revocable, personal, and non-transferable licence to use such software solely in connection with our services and in accordance with these Terms and Conditions. Any software and any related documentation are provided 'AS IS' without warranty of any kind, either express or implied, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, or non-infringement. You accept any and all risks arising out of the use or performance of any software. You may not reproduce or redistribute any software except by following the EULA or these Terms and Conditions.

**9. PROHIBITED ACTIVITIES**

You may not access or use the Services for any purpose other than that for which we make the Services available. The Services may not be used in connection with any commercial endeavours except those that are specifically endorsed or approved by us.

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

* Systematically retrieve data or other content from the Services to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
* Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords.
* Circumvent, disable, or otherwise interfere with security-related features of Services, including features that prevent or restrict the use or copying of any content or enforce limitations on the use of the Services and/or the Content contained therein.
* Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Services.
* Use any information obtained from the Services to harass or harm another person.
* Make improper use of our support services or submit false reports or misconduct.
* Use the Services in a manner inconsistent with any applicable laws or regulations.
* Engage in unauthorised framing of or linking to the Services.
* 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 Services or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Services.
* 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.
* Delete the copyright or other proprietary rights notice from any Content.
* Attempt to impersonate another user or person or use the username of another user.
* 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'), 1×1pixels, web bugs, cookies, or other similar devices (sometimes referred to as 'spyware' or 'passive collection mechanisms' or 'pcms').
* Interfere with, disrupt, or create an undue burden on the Services the networks or services connected to the Services.
* Harass, annoy, intimidate, or threaten any of our employees, agents and partners engaged in providing any portion of the Services to you.
* Attempt to bypass any measures of the Services designed to prevent or restrict access to the Services, or any portion of the Services.
* Copy or adapt the Services' software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
* Except as permitted by applicable law, decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Services.
* Except as may be the result of the 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 Services or use or launch any unauthorised script or other software.
* Use a buying agent or purchasing agent to make purchases of the Services.
* Make any unauthorised use of the Services, including collecting usernames and/or email addresses of users by electronic or other means to send unsolicited emails, or create user accounts by automated means or under false pretences.
* Use the Services as part of any effort to compete with us or otherwise use the Services and/or the Content for any revenue-generating endeavour or commercial enterprise.
* Sell or otherwise transfer your profile.

**10. USER-GENERATED CONTRIBUTIONS**

The Services does not offer users to submit or post content. We may provide you with the opportunity to create, submit, post, display, transmit, perform, publish, distribute, or broadcast content and materials to us or on the Services, including but not limited to text, writings, video, audio, photographs, graphics, comments, suggestions, or personal information or other material (collectively, 'Contributions'). Contributions may be viewable by other users of the Services and through third-party websites. When you create or make available any Contributions, you thereby represent and warrant that:

* The creation, distribution, transmission, public display, or performance, and the accessing, downloading, or copying of your Contributions do not and will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark, trade secret, or moral rights of any third party.
* You are the creator and owner of or have the necessary licences, rights, consents, releases, and permissions to use and to authorise us, the Services, and other users of the Services to use your Contributions in any manner contemplated by the Services and these Terms and Conditions.
* You have the written consent, release, and/or permission of each and every identifiable person in your Contributions to use the name or likeness of each and every such identifiable person to enable inclusion and use of your Contributions in any manner contemplated by the Services and these Terms and Conditions.
* Your Contributions are not false, inaccurate, or misleading.
* Your Contributions are not unsolicited or unauthorised advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation.
* Your Contributions are not obscene, lewd, lascivious, filthy, violent, harassing, libellous, slanderous, or otherwise objectionable (as determined by us).
* Your Contributions do not ridicule, mock, disparage, intimidate, or abuse anyone.
* Your Contributions are not used to harass or threaten (in the legal sense of those terms) any other person or to promote violence against a specific person or class of people.
* Your Contributions do not violate any applicable law, regulation, or rule.
* Your Contributions do not violate the privacy or publicity rights of any third-party.
* Your Contributions do not violate any applicable law concerning child pornography or otherwise intended to protect the health or well-being of minors.
* Your Contributions do not include any offensive comments that are connected to race, national origin, gender, sexual preference, or physical handicap.
* Your Contributions do not otherwise violate or link to material that violates any provision of these Terms and Conditions, or any applicable law or regulation.

Any use of the Services in violation of the foregoing violates these Terms and Conditions and may result in, among other things, termination or suspension of your rights to use the Services. You retain ownership of any content you submit, post, or display on Handworker.ng. By submitting content, you grant Handworker.ng a worldwide, non-exclusive, royalty-free, transferable, and sublicensable license to use, reproduce, modify, adapt, publish, translate, distribute, and display such content for the purpose of providing and promoting our services.

**11. CONTRIBUTION LICENCE**

You and Services agree that we may access, store, process, and use any information and personal data that you provide and your choices (including settings).

By submitting suggestions or other feedback regarding the Services, you agree that we can use and share such feedback for any purpose without compensation to you.

We do not assert any ownership over your Contributions. You retain full ownership of all of your Contributions and any intellectual property rights or other proprietary rights associated with your Contributions. We are not liable for any statements or representations in your Contributions provided by you in any area of the Services. You are solely responsible for your Contributions to the Services and you expressly agree to exonerate us from any and all responsibility and to refrain from any legal action against us regarding your Contributions.

**12. GUIDELINE FOR REVIEWS**

We may provide you with areas on the Services to leave reviews or ratings. When posting a review, you must comply with the following criteria:

(1) you should have firsthand experience with the person/entity being reviewed;

(2) your reviews should not contain offensive profanity, or abusive, racist, offensive, or hateful language; (3) your reviews should not contain discriminatory references based on religion, race, gender, national origin, age, marital status, sexual orientation, or disability;

(4) your reviews should not contain references to illegal activity;

(5) you should not be affiliated with competitors if posting negative reviews;

(6) you should not make any conclusions as to the legality of conduct;

(7) you may not post any false or misleading statements; and

(8) you may not organise a campaign encouraging others to post reviews, whether positive or negative.

We may accept, reject, or remove reviews at our sole discretion. We have no obligation to screen reviews or to delete reviews, even if anyone considers reviews objectionable or inaccurate. Reviews are not endorsed by us and do not necessarily represent our opinions or the views of any of our affiliates or partners. We do not assume liability for any review or any claims, liabilities, or losses resulting from any review. By posting a review, you hereby grant to us a perpetual, non-exclusive, worldwide, royalty-free, fully paid, assignable, and sublicensable right and license to reproduce, modify, translate, transmit by any means, display, perform, and/or distribute all content relating to the review.

**13. MOBILE APPLICATION LICENCE**

If you access the Services via the App, then we grant you a revocable, non-exclusive, non-transferable, limited right to install and use the App on wireless electronic devices owned or controlled by you and to access and use the App on such devices strictly in accordance with the terms and conditions of this mobile application licence contained in these Terms and Conditions. You shall not:

(1) except as permitted by applicable law, decompile, reverse engineer, disassemble, attempt to derive the source code of, or decrypt the App;

(2) make any modification, adaptation, improvement, enhancement, translation, or derivative work from the App;

(3) violate any applicable laws, rules, or regulations in connection with your access or use of the App;

(4)remove, alter, or obscure any proprietary notice (including any notice of copyright or trademark) posted by us or the licensors of the App;

(5) use the App for any revenue-generating endeavour, commercial enterprise, or other purposes for which it is not designed or intended;

(6) make the App available over a network or other environment permitting access or use by multiple devices or users at the same time;

(7) use the App for creating a product, service, or software that is, directly or indirectly, competitive with or in any way a substitute for the App;

(8) use the App to send automated queries to any website or to send any unsolicited commercial email; or

(9) use any proprietary information or any of our interfaces or our other intellectual property in the design, development, manufacture, licensing, or distribution of any applications, accessories, or devices for use with the App.

**14. APPLE AND ANDROID DEVICES**

The following terms apply when you use the App obtained from either the Apple Store or Google Play (each an 'App Distributor') to access the Services:

(1) the licence granted to you for our App is limited to a non-transferable licence to use the application on a device that utilises the Apple iOS or Android operating systems, as applicable, and in accordance with the usage rules outlined in the applicable App Distributor’s terms of service;

(2) we are responsible for providing any maintenance and support services with respect to the App as specified in the terms and conditions of this mobile application licence contained in these Terms and Conditions or as otherwise required under applicable law, and you acknowledge that each App Distributor has no obligation whatsoever to furnish any maintenance and support services concerning the App;

(3) in the event of any failure of the App to conform to any applicable warranty, you may notify the applicable App Distributor, and the App Distributor, under its terms and policies, may refund the purchase price, if any, paid for the App, and to the maximum extent permitted by applicable law, the App Distributor will have no other warranty obligation whatsoever with respect to the App;

(4) you represent and warrant that (i) you are not located in a country that is subject to a US government embargo, or that has been designated by the US government as a terrorist-supporting country and (ii) you are not listed on any US government list of prohibited or restricted parties;

(5) you must comply with applicable third-party terms of agreement when using the App, e.g., if you have a VoIP application, then you must not violate their wireless data service agreement when using the App; and

(6) you acknowledge and agree that the App Distributors are third-party beneficiaries of the terms and conditions in this mobile application licence contained in these Terms and Conditions and that each App Distributor will have the right (and will be deemed to have accepted the right) to enforce the terms and conditions in this mobile application licence contained in these Terms and Conditions against you as a third-party beneficiary thereof.

**15. SOCIAL MEDIA**

As part of the functionality of the Services, you may link your account with online accounts you have with third-party service providers (each such account, a 'Third-Party Account') by either:

(1) providing your Third-Party Account login information through the Services; or

(2) allowing us to access your Third-Party Account, as is permitted under the applicable terms and conditions that govern your use of each Third-Party Account.

You represent and warrant that you are entitled to disclose your Third-Party Account login information to us and/or grant us access to your Third-Party Account, without breach by you of any of the terms and conditions that govern your use of the applicable Third-Party Account, and without obligating us to pay any fees or making us subject to any usage limitations imposed by the third-party service provider of the Third-Party Account.

By granting us access to any Third-Party Accounts, you understand that (1) we may access, make available, and store (inapplicable) any content that you have provided to and stored in your Third-Party Account (the 'Social Network Content') so that it is available on and through the Services via your account, including without limitation any friend lists and (2) we may submit to and receive from your Third-Party Account additional information to the extent you are notified when you link your account with the Third-Party Account.

Depending on the Third-Party Accounts you choose and subject to the privacy settings that you have set in such Third-Party Accounts, personally identifiable information that you post to your Third-Party Accounts may be available on and through your account on the Services. Please note that if a Third-Party Account or associated service becomes unavailable or our access to such Third-Party Account is terminated by the third-party service provider, then Social Network Content may no longer be available on and through the Services.

You will have the ability to disable the connection between your account on the Services and your Third-Party Accounts at any time. PLEASE NOTE THAT YOUR RELATIONSHIP WITH THE THIRD-PARTY SERVICE PROVIDERS ASSOCIATED WITH YOUR THIRD-PARTY ACCOUNTS IS GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH SUCH THIRD-PARTY SERVICE PROVIDERS.

We make no effort to review any Social Network Content for any purpose, including but not limited to, accuracy, legality, or non-infringement, and we are not responsible for any Social Network Content. You acknowledge and agree that we may access your email address book associated with a Third-Party Account and your contacts list stored on your mobile device or tablet computer solely for purposes of identifying and informing you of those contacts who have also registered to use the Services. You can deactivate the connection between the Services and your Third-Party Account by contacting us using the contact information below or through your account settings (if applicable). We will attempt to delete any information stored on our servers that was obtained through such Third-Party Account, except the username and profile picture that become associated with your account.

**16. THIRD-PARTY WEBSITES AND CONTENT**

The Services may contain (or you may be sent via the Site or App) 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 Services or any third-party Content posted on, available through, or installed from the Services, 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 Services 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 and Conditions 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 Services or relate to any applications you use or install from the Services. 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 blameless from any harm caused by your purchase of such products or services. Additionally, you shall hold us blameless 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.

**17. SERVICES MANAGEMENT**

We reserve the right, but not the obligation, to:

(1) monitor the Services for violations of these Terms and Conditions.

(2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms and Conditions, including without limitation, reporting such user to law enforcement authorities;

(3) in our sole discretion 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 Services 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 Services in a manner designed to protect our rights and property and to facilitate the proper functioning of the Services.

**18. PRIVACY POLICY**

We care about data privacy and security. By using the Services, you agree to be bound by our Privacy Policy posted on the Services, which is incorporated into these Terms and Conditions. Please be advised the Services are hosted in Nigeria. If you access the services from 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 Services, you are transferring your data to Nigeria, and you expressly consent to have your data transferred to and processed in Nigeria.

**19. TERM AND TERMINATION**

These Terms and Conditions shall remain in full force and effect while you use the Services. WITHOUT LIMITING ANY OTHER PROVISION OF THESE LEGAL TERMS, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SERVICES (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANYREPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE LEGALTERMS OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE SERVICES 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.

**20. MODIFICATIONS AND INTERRUPTIONS**

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

We cannot guarantee the Services will be always available. We may experience hardware, software, or other problems or need to perform maintenance related to the services, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Services 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 Services during any downtime or discontinuance of the Services. Nothing in these Terms and Conditions will be construed to obligate us to maintain and support the Services or to supply any corrections, updates, or releases in connection therewith.

**21. GOVERNING LAW**

These Terms and Conditions shall be governed by and defined following the laws of Nigeria. Handworker and yourself irrevocably consent that the courts of Nigeria shall have exclusive jurisdiction to resolve any dispute which may arise in connection with these Terms and Conditions.

**22. DISPUTE RESOLUTION**

Any dispute arising out of or in connection with these Legal Terms, including any question regarding its existence, validity, or termination, shall where not resolved amicably, be subject to the exclusive jurisdiction of Nigerian courts.

**23. CORRECTIONS**

There may be information on the Services 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 Services at any time, without prior notice.

**24. DISCLAIMER**

THE SERVICES ARE PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE 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 SERVICES 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 SERVICES' CONTENT OR THE CONTENT OF ANY WEBSITES OR MOBILE APPLICATIONS LINKED TO THE SERVICES 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 SERVICES, (3) ANY UNAUTHORISED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/ORFINANCIAL INFORMATION STORED THEREIN, (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICES, (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TOOR THROUGH THE SERVICES BY ANY THIRD PARTY, AND/OR (6) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS ORDAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICES, 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 JUDGEMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

**25. 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) use or misuse of the Services.

(2) breach or violation of these Terms and Conditions.

(3) any breach of your representations and warranties outlined in these Terms and Conditions.

(4) your violation of the rights of a third party, including but not limited to intellectual property rights; or

(5) any overt harmful act toward any other user of the Services with whom you connected via the Services.

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.

**26. USER DATA**

We will maintain certain data that you transmit to the Services to manage the performance of the Services, as well as data relating to your use of the Services. Although we perform 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 Services. 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, except as required by law.

**27. ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES**

Visiting the Services, 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 Services, satisfy any legal requirement that such communication is in writing. YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR VIA THE SERVICES. 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.

**28. MISCELLANEOUS**

These Terms and Conditions and any policies or operating rules posted by us on the Services or concerning the Services constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Terms and Conditions shall not operate as a waiver of such right or provision. These Terms and Conditions 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 and Conditions is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms and Conditions 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 and Conditions or use of the Services. You agree that these Terms and Conditions 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 Conditions and the lack of signing by the parties hereto to execute these Terms and Conditions.

**29. COOKIES**

We use “Cookies” to identify the areas of our websites and app that you visited as well as to track your sessions. is a small amount of data generated by the app or website and saved on your device. We use it to enhance the performance and functionality of our service but are non-essential to their use. However, without cookies, certain functionality like remembered login details, and preferences may be unavailable or you would be required to re-enter your login details every time you visit the app or website as we would not be able to remember that you had logged in previously. We never place Personal Identifiable Information in cookies.

**30. WAIVER**

Except as provided herein, the failure to exercise a right or to require the performance of an obligation under these Terms and Conditions shall not affect a party’s ability to exercise such right or require such performance at any time thereafter nor shall be the waiver of a breach constitute waiver of any subsequent breach.

**31. SEVERABILITY**

If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

**32. CONTACT US**

To resolve any complaint regarding the Services or to receive further information regarding the use of the Services, please contact us at:

***Handworker.ng***

18 University Road

Abule Oja

Yaba

Lagos State

By using Handworker.ng, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions.