Terms and Conditions of Service

Thank you for choosing to use CityBud and its services (“Services”), which include or website (the “Site”) and mobile applications (the “CityBud App”).

CityBud (also referred to as “CityBud”, “we”, “us”, or “our”) is an entertainment platform where they users can explore, discover and share their favourite locations, activities, attractions, and register for events in major cities across Nigeria. We strongly recommend all users to carefully read the following terms and conditions governing the use of our services.

1. **Users**

Users (collectively referred to as “User”, “You”, “Your”) refers to you, the individual that has to and uses CityBud for its intended entertainment purposes.

1. **Registration**
   1. **Registration Process**

Access to our services require registration by creating an account or using third-party social networking sites – Facebook and Twitter – to access our Services. If the user loses access to any of the third-party accounts that they used to access CityBud, they also no longer can log into CityBud.

To setup an account with CityBud, it requires your personal details; name, phone number, address. You are obligated to provide complete and accurate information. We may request some further information for security reasons to provide specific services to you.

In the process of verifying your identity, CityBud has the sole right to refuse any application for any number of reasons.

To prevent financial loss or possible violations of the law, CityBud reserves the right to use its discretion in disclosing details of any payments associated with you with funding source issuers, law enforcement agencies, or impacted third parties (including other users). Such disclosures will originate from an order of any trial court with the jurisdiction to compel such a disclosure.

You are responsible for all transactions that take place on your account with your username or email and password, and you indemnify us against any claims made in respect of such transactions.

* 1. **Privacy and Security**

You are responsible for ensuring the safety and confidentiality of your account details including, but not limited to, your Username, and password. You are also fully responsible for all activities by your account, and agree to promptly inform CityBud of any unauthorized use of your account.

In line with our policy of complete privacy and safety of children, we have an age limit of eighteen (18) years of age. You must be at least 18 years of age to use our services. Parents or guardians who feel that their children under the age limit are illegally using our services should please notify us promptly and we will take necessary actions.

* 1. **Online usage**

CityBud will not be held responsible for any loss(es) arising from any failure, malfunction, or delay in any mobile phone networks, mobile phones, ATMs, the Internet or terminals or any of its supporting or shared networks, resulting from circumstances beyond our reasonable control.

As a user, you are responsible for your connection to the mobile phone networks, the Internet and all costs associated with these same connections.

1. You are responsible for protecting your computer against computer viruses when you use the Internet to access our website and Internet banking facilities. We are not liable for any computer program or code that may originate from our systems and you indemnify us against any claims made in this regard.
2. If at any time you believe or discover that your username, email or password has been stolen or compromised, you should contact our Customer Services immediately. We will place your account on hold to prevent any transactions from being carried out as soon as we reasonably can. You will remain responsible for all transactions that occur until your account is put on hold.
3. **Services**
   1. **Service Information**

CityBud integrates user-generated reviews and ratings with expert opinion to provide customers with a platform where they can explore, discover and share their favorite locations, activities, attractions, and events in major cities across Nigeria. Users can search for events and locations on the Site and CityBud App and purchase tickets to attend or request rides via an integrated Uber application.

To attend an event, users can purchase tickets by selecting the “Buy Tickets” button within the app, they can then select the category of tickets they wish to purchase, and proceed to buy the tickets. We will deliver the ticket via email to the email address associated with the CityBud account making the purchase. The Ticket Purchase Price includes any service fee and taxes.

In a case where the Event managers apply a discount to the tickets sold via CityBud, you will not be entitled to a refund and CityBud will not be held responsible for such discounts.

1. **Agreement**

You agree to the terms of use and enters an obligatory contract with CityBud whenever you attempt to or sign up for a registered account by selecting “Sign Up,” “Register Now,” “Get Started etc., as the case may be. If you are an unregistered individual/attendee and you purchase a ticket, register for an event, purchase merchandise/a service or make an event donation, by clicking “Pay Now,” “Register Now,” “Buy Now” or similar buttons, you are still bound by this contract with CityBud, and you agree to these terms of use of the service. If you do not agree with any portion of the Terms of use, you are advised not to use or access the service. If you are using this service on behalf of an entity, you agree on behalf of the entity and its affiliates to the Terms of use, and you ensure that you are authorized to do so on their behalf. If you do not have the authority to accept such on their behalf, do not access or use the service.

1. **Modifications**

CityBud reserves the rights and sole discretion to update or modify these terms. Any changes will be identified on the document, with the “Last Updated Date” signifying when the latest changes were put into place.

1. **Termination**

The terms of this agreement are effective upon your use of our service as detailed in Section 4.

CityBud may revoke your rights to our services if your breach these Terms of Service, misuse the service, or by any means through your interaction on our platforms, violate the governing rules and regulations of the Federal Republic of Nigeria in a manner that could expose CityBud to any legal liability.

1. **Disputes**

Though we are not obligated to, we may intervene in disputes arising between users as regards payments.

All claims against us related to payments should be made within thirty (30) days after the date of such payment. It will be taken that you waive all claims against us, to the fullest extent of the law after the said period of time.

You are responsible for and agree to indemnify us for all reversals, charge-backs, claims, fees, fines, penalties and other liability incurred by us (including costs and related expenses) caused by or arising from payments that you authorized or accepted. If you enter into a transaction with a third party and have a dispute over the goods or services you purchased, we have no liability for such goods or services. Our only involvement with regard to such transaction is as a payment agent. Your only remedy for a technical failure or interruption of service is to request that your transaction be completed at a later time.

1. **Correspondence**

The physical address, email address or telephone number you supply during sign-up are regarded as the preferred channels via which notices may be given and documents in legal proceedings may be served. You must notify us immediately should your physical, postal, email address or mobile phone number change. We are entitled to send information to you via SMS to the registered phone number associated with your account and as amended from time to time. We are also entitled to send any notice to an email address specified on your account. This clause pertains to customers who have accessed and used CityBud services online or via the CityBud mobile application.

1. **Legal Matters**
   1. **Copyrights & Trademarks**

All copyright, trademarks and other intellectual property rights used as part of our services or contained on our websites, documents or other materials are owned by CityBud Incorporated or its licensors. You agree that you acquire no rights thereto.

You acknowledge and agree that these Terms and Conditions are governed by Nigerian law and any breach of these Terms and Conditions will be considered as having taken place in Nigeria.

The Parties shall use their best efforts to amicably settle all disputes arising out of or in connection with the performance or interpretation of this Terms and Conditions. Any dispute or differences arising out of the construction, interpretation or performance of the obligations created under this relationship which cannot be settled amicably within one (1) month after receipt by a party of the other party’s request for such amicable settlement may be referred to a single arbitrator to be appointed in accordance with the Arbitration and Conciliation Act. Cap. A18, Laws of Federation of Nigeria 2004. The place of arbitration shall be in Lagos, Nigeria and the language of arbitration shall be English language.