

SEAMLESSPOINT

GENERAL AUTOMATED CUSTOMER AGREEMENT(T&C)

TERMS OF SERVICES AND TERMS OF USE

1.0 INTRODUCTION

SeamlessPoint is a dynamic organization that focuses on providing a seamless platform for individuals, businesses, and logistics service providers in Nigeria to send parcels anywhere across the world. We also offer an e-commerce platform that connects essential service providers with end-users. At SeamlessPoint, we pride ourselves on providing seamless services, making it easier for all our users. Our committed operations and customer service teams ensure a hassle-free experience

These terms and conditions of use and service ("Terms") contained herein on this webpage constitute a legal agreement between you ("you", "User") and Seamless Points Technology LTD ("SeamlessPoint", "we", "our", or "us"). These Terms govern your access to and use of our services, which include our Platform and website (<https://www.Seamlesspoints.ng/>). Note that these Terms apply to you whether you are visiting the website or have registered as a user of the Services. By using any of the Services, you expressly accept these Terms in full and without limitation or qualification, including our Data Protection and Privacy Policy. We require you to carefully read these Terms before agreeing to be bound by them. If you object to any of these Terms, you must not use any of the Services."

2.0 ELIGIBILITY

By using our Services, you warrant that you are not prohibited from receiving services under the laws of your jurisdiction. You also agree to provide accurate and truthful information, not misrepresent your identity or user information, and use the Services only for lawful purposes.

3.0 INTERNATIONAL USERS

Our Service is controlled, operated, and administered from our office in Nigeria. If you access the service from outside Nigeria, you are responsible for complying with your local laws and relevant regulations. You agree not to use our content in any way that is prohibited by applicable laws, restrictions, or regulations.

4.0 AGE RESTRICTION

Our Services are intended for individuals aged 18 and above. You must be at least 18 years old to use the Services. We do not knowingly collect information from children under 18. If, as a parent or guardian, you discover that your child has provided us with information without your consent, please contact us using the details provided in these Terms.

5.0 ELECTRONIC COMMUNICATIONS

By visiting our website or sending us emails, you are engaging in electronic communications with us. You consent to receive electronic communications from us, and you agree that we can provide you with important information, such as agreements, notices, and disclosures, electronically through email or on our website. You also agree that these electronic communications meet relevant legal requirements for written communications.

5.1 THE SERVICE

SeamlessPoint is a digital platform that connects businesses and individuals, enabling them to send parcels worldwide. We provide Nigerian businesses with a hassle-free way to ship globally.

Our platform offers the following services:

- **Finance:** Specialized credit financing solutions tailored to the logistics and international trade industries. Our flexible financing options facilitate smoother import and export operations, helping businesses capitalize on growth opportunities and manage cash flow effectively.
- **Logistics:** Integration services for scheduling deliveries worldwide.
- **Websites:** Access to a user-friendly website designed specifically for Third-Party Logistics (3PL) providers. This platform enables 3PLs to create branded websites, enhancing their online presence and streamlining customer management, payment acceptance, and shipment booking.
- **Service Hub:** Our platform also connects essential service providers with end-users. Service providers can showcase their products and services on our platform, making it easy for end-users to find and contact them. However, please note that SeamlessPoint does not have full control over these transactions. Users are advised to properly vet service providers before proceeding with payment. To ensure a secure transaction, do not make direct payments to service providers before services are rendered.

5.2 ACCESS TO THE SERVICES

To use our Services, you'll need to register and create an account on our website. We may modify, upgrade, or suspend our Services at any time, without prior notice, except for fee-based Services, which will not be substantially affected.

6.0 LICENSE TO USE OUR PLATFORMS

By registering on our website, you have permission to use our website and services, but only as allowed by these terms. This permission includes updates, upgrades, and new versions of our platforms. When using our website, you promise not to use it for any illegal and/or as prohibited by these terms, damage or disable the website, interfere with other users' experience, or try to access information or materials not intended for you. Our services are protected by copyright, trademark, and all other relevant and applicable laws in Nigeria and all rights belong to us and our licensors. You also agree not to alter, redesign, reproduce, adapt, display, translate, disassemble, or reverse engineer our platform or try to create source code from it.

7.0 CONDITIONS OF USE

You warrant that you'll use the Website only for lawful purposes and in compliance with these Terms. You must not damage, disable, or impair the Website or interfere with other users. You must also not obtain or attempt to obtain materials or information through unauthorized means. Our Services are protected by copyright, trademark, and other laws in Nigeria.

8.0 INTELLECTUAL PROPERTY RIGHTS

Nothing in these Terms grants you the right to use our name, trademarks, logos, images, designs, domain names, or other distinctive brand features. All rights, title, and interest in the Services remain our exclusive property and/or that of our licensors. You agree not to alter,

re-design, reproduce, adapt, display, distribute, translate, disassemble, reverse engineer, or attempt to create source code derived from our Platform.

9.0 PAYMENT INFORMATION

You agree to make timely payments for our services in advance of the service period.

10.0 PERSONAL SECURITY

You are responsible for maintaining the security of your account and personal details. If you suspect unauthorized access to your account, please notify us promptly. Your sign-up details and password are personal and confidential, and you must not share them with third parties. You are accountable for all activities related to your account.

11.0 INTELLECTUAL PROPERTY

We own the intellectual property rights to materials on our website and platforms, unless otherwise stated. This includes text, formatting, graphics, and other materials. We do not grant you permission to use our intellectual property rights. You must not copy, modify, or repost our content without permission. Our trademarks and those of third parties must not be used without written permission. You agree to cooperate with us to protect our intellectual property rights

12.0 WARRANTY DISCLAIMER

We strive to keep our website and services available, secure, and bug-free, but you use them at your own risk. We provide our website and content "as is" without any warranties, express or implied. This means we don't guarantee our website will meet your needs, be 100% secure, or be error-free. You're responsible for any damage that results from using our services, including data loss or computer system damage.

13.0 LIMITATION OF LIABILITY

We're not liable for any direct, indirect, or consequential damages arising from your use of our website or services. This includes damages from revenue loss, profit loss, business interruption, or other intangible losses. Some jurisdictions may not allow these limitations, but they'll apply to the maximum extent permitted by law.

14.0 INDEMNIFICATION

You agree to indemnify and hold us harmless against any losses, damages, costs, and expenses (including legal fees) arising from your breach of these Terms or any claim that you've breached these Terms. You'll also indemnify us against any claims related to intellectual property or other rights of third parties in connection with your use of our services

15.0 FORCE MAJEURE

We're not liable for any delays, failures, or disruptions to our services caused by events beyond our control, including natural disasters, equipment failures, and governmental actions.

16.0 BREACHES OF THESE TERMS

If you breach these Terms, we may take measures to address the issue, including suspending or blocking your access to our website and platforms, contacting your internet service provider, or taking legal action.

17.0 UPDATES, MODIFICATIONS, AND AMENDMENTS

We reserve the right to update, modify, or revise these Terms at any time. Changes will not be retroactive, and the most current version will always be available on this page. We recommend checking this page regularly for updates. By continuing to use our services after changes become effective, you agree to be bound by the revised Terms.

18.0 LIMITATIONS OF LIABILITY FOR UNINSURED SHIPMENTS

You acknowledge that we're not liable for any loss, damage, or delay to uninsured shipments. It's your responsibility to ensure adequate insurance coverage for your shipments. We're not accountable for financial or consequential losses arising from uninsured shipments

19.0 USE OF SHIPPING PARTNERS

We partner with courier companies and shipping partners to facilitate the transportation and delivery of shipments. Once a package is handed over to our shipping partner, we no longer control the physical transportation and delivery process. Any issues with shipping should be directed to the shipping partner, although we'll help facilitate communication.

20.0 NOTICES

Any legal notices or demands must be made in writing and sent to our registered address, which can be found on our website, or via email to our contact address. We consider notices to users effective if delivered personally, sent by courier, certified mail, or email to the user's last-known address.

21.0 GOVERNING LAW AND DISPUTE RESOLUTION

Any dispute, controversy or claim arising out of or in connection with this Contract, including any question regarding its existence, validity or termination; whether resulting from a claim in contract, in tort, or at law, which may arise in connection with the SERVICES, which cannot be settled amicably within fourteen (14) days shall exclusively be referred to and finally settled by arbitration in accordance with the Arbitration and Conciliation Act, Cap A18, Laws of the Federal Republic of Nigeria, LFN, 2004 (“**Arbitration Act**”) or any statutory re-enactment or modification thereof.

The arbitral tribunal shall consist of a single arbitrator jointly appointed by the Parties within fourteen (14) days following the period of initial fourteen (14) days stated in above. Where the Parties are unable to agree on the choice of an Arbitrator within the said fourteen (14) days, the Arbitrator shall be appointed by the Chairman (for the time being) of the Chartered Institute of Arbitrators UK (Nigeria Branch), within twenty-one (21) days of the request to the Chairman in accordance with the said Rules. The seat of arbitration shall be Lagos, Nigeria and the language of the arbitral proceedings shall be English.

The PARTIES agree that the award of the arbitrators shall be final and binding on the PARTIES unless set aside in accordance with the provisions of the Arbitration Act, and it shall be enforceable by any court having jurisdiction over the person(s) or assets against whom the award is made, without the merits of the disputes being re-opened.

22.0 CUSTOMS AND ITEM DECLARATIONS

It's the shipper's responsibility to ensure items are properly packaged and accurately declared. We're not liable for damage due to improper packaging or issues with customs regulations or governmental agencies resulting from false declarations.

23.0 CONTACT US

For complaints, feedback, or questions about our services or terms, please contact us at support@seamlesspoint.ng.

24. EFFECTIVE DATE

These Terms of Use and Service take effect on June 1, 2025.