Service Agreement

Vendors can enjoy the benefits that come with having a profile by being able to sell their services on our platform .

Businesses that sign up to Couriermarket.ng will have a free microsite provided for them, and Courier Market Ltd will provide some additional value-added services including but not limited to marketing, customer service, and logistics partnerships to cater for customers in all 36 states in Nigeria and across the world. Courier Market Ltd will also provide vendor support to all its vendors to help grow their businesses. Vendors can greatly increase sales and revenue by partnering with us, while we worry about giving them the visibility and customer base needed to achieve this. We also provide convenient payment terms for the proceeds of vendors' sales. Courier Market Ltd offers its customers both prepaid and pay-on-delivery payment options for goods purchased. All a vendor is required to do to enjoy all these benefits is to review and accept the terms and conditions of the Courier Market Ltd Platform Service Agreement below. Courier Market Ltd reserves the right to alter these Terms & Conditions at any point without notice, by updating the content on the Courier Market Ltd website.

Agreement

In consideration of the mutual covenants set forth in this Agreement, VENDOR and Courier Market Ltd (jointly referred to as "Parties" and individually as a "Party") hereby agree as follows:

1. Services Rendered
The VENDOR agrees to compensate Courier Market Ltd for the services rendered listed in section 2 below

("Services").
2. Delivery of Services

Courier Market Ltd will use reasonable diligence in rendering the Services offered to the VENDOR, which include the following:
- Online storefront tailored to the VENDOR with payment gateway and escrow service at couriermarket.ng;

- Access to VENDOR HQ and other account management systems;
- Access to a dedicated VENDOR support team to attend to all inquiries and other account management services;
- Access to logistics partners;
- Provision of analytics;
- Vendor Services Helpline Number (Mon – Fri; 08:00 – 18:00)
- E-marketing, and other marketing services as available and appropriate.

Courier Market Ltd may at its sole discretion add or remove Services from the above list from time to time and some of the new services may attract separate charges, in which case the VENDOR will be informed before provision of the said services.

Courier Market Ltd reserves the right to alter or vary the available Services, the nature of the Services and any charges at its sole discretion.

The VENDOR agrees to use reasonable diligence in providing Courier Market Ltd with genuine services and accurate service and product information.

The VENDOR shall also be responsible for listing and pricing their services on the platform .

By listing your services on Courier Market Ltd platform you agree to be liable for shipping to the customer. Courier Market Ltd platform will not be held liable for any cost of shipment, loss or damage of goods in transit.

Vendors are also expected to handle their returns through their preferred logistics service provider or as agreed with the customer. Courier Market Ltd platform will not be responsible for returning your shipped orders to you.

3. Compensation

For all of the Services provided by Courier Market Ltd under this Agreement, the VENDOR shall compensate Courier Market Ltd, with commissions or other payments as required, in accordance with the terms of the 'Commission Structure', which will be communicated to all vendors; or agreed in advance between both parties, or detailed elsewhere on the Courier Market Ltd website. Courier Market Ltd will from time to time review the category commission structure and will notify the VENDOR of any changes by communicating directly to Vendors, or publishing the same on the VENDORHQ portal, or on Courier Market Ltd's website not less than fourteen(14)days before any variation in commissionrate or charging structure takes place.

Payments shall be remitted into the vendor preffered account after the service requested have been confirmed as completed by the customer and the complaint period has expired.

For paid orders, Courier Market Ltd shall deduct the commission before remitting the Net Value into the merchant's account.

4. Confidentiality

The VENDOR and Courier Market Ltd acknowledge and agree that the scope of work and all other documents and information related to the development of the Services (the "Confidential Information") will constitute valuable trade secrets of Courier Market Ltd. VENDOR shall keep the Confidential Information in confidence and shall not at any time during or after the terms of this agreement, without Courier Market Ltd's prior written consent, disclose or otherwise make available

to anyone, either directly or indirectly, all or any part of the Confidential Information. Excluded from the "Confidential Information" definition is anything that can be seen by the public.

5. Independent Contractor

Courier Market Ltd shall be deemed as an independent contractor. Courier Market Ltd will be fully responsible for payment of its own income taxes on all compensation earned under this Agreement. VENDOR will not withhold or pay any income tax, social security tax, or any other payroll taxes on Courier Market Ltd's behalf. Courier Market Ltd is also not responsible for remitting or paying VAT (Value Added Taxes) on behalf of the VENDOR. Courier Market Ltd understands that it will not be entitled to any fringe benefits that VENDOR provides for its employees generally or to any statutory employment benefits, including without limitation, worker's compensation or unemployment insurance.

Entire Agreement

This Agreement contains the entire agreement between the Parties relating to the subject matter hereof and supersedes any and all prior agreements or understandings, written or oral, between the parties related to the subject matter hereof. Courier Market Ltd reserves the right to alter these terms and conditions at any point without notice, by updating the content on the Courier Market Ltd website.

Content

Courier Market Ltd Platform does not claim ownership rights in your Content. You grant Courier Market Ltd a license solely to enable Courier Market Ltd to use any information or content you supply Courier Market Ltd with so that Courier Market Ltd is not violating any rights you might have in that Content. You agree to allow Courier Market Ltd to store or re-format your Content and display your Content on Courier Market Ltd Platform in any way as Courier Market Ltd chooses. Courier Market Ltd Platform will only use personal information in accordance with its Privacy Policy.

By uploading Content to Courier Market Ltd Platform, you promise that you own and/or have the right to use such Content in this manner and that such Content does not infringe any third party intellectual property rights. In the event that Courier Market Ltd receives a complaint in respect of any Content posted by you it shall be your sole responsibility to deal with such a complaint and to compensate Courier Market Ltd for any loss suffered. Courier Market Ltd reserves the right to remove any such Content immediately.

By uploading images to Couriermarket.ng platform, you agree that couriermarket.ng has the right to use your images to promote courier Market Ltd.

Re-Posting Content: By posting Content on Courier Market Ltd, it is possible for an outside website or a third party to re-post that Content. You agree to hold Courier Market Ltd harmless for any dispute concerning this use. If you choose to display your own Courier Market Ltd -hosted image on another website, the image must provide a link back to its listing page on Courier Market Ltd Platform.

Idea Submissions: Courier Market Ltd Platform considers any unsolicited suggestions, ideas, proposals or other material submitted to it by Vendors via the Site or otherwise to be non-confidential and non-proprietary, and Courier Market Ltd shall not be liable for the disclosure or use of such Material. If, at Courier Market Ltd's request, any member sends Material to improve the site (for example to customer support), Courier Market Ltd Platform will also consider that Material to be non-confidential and non-proprietary and Courier Market Ltd will not be liable for use or disclosure of the Material. Any communication by you to Courier Market Ltd is subject to this Agreement.

Indemnification

VENDOR warrants that everything it gives Courier Market Ltd to use in the delivery of the Services or any deliverable is legally owned or licensed to the VENDOR. The VENDOR agrees to indemnify and hold Courier Market Ltd, its employees and associates harmless from any and all claims brought in the performance of the Services.

Indemnifying Customers:

Courier Market Ltd expects that all services rendered to customers matches the description stated on the site and must be within the specified and agreed time frame. If a valid complaint is made by a buyer on a listed service by a vendor, Courier Market Ltd reserves the right to hold on to the revenue for them or deduct the value from the VENDOR's account

pending payment. Not complying with this term will lead to the termination of the vendors account on Courier Market Ltd platform.

Terms & Conditions

Either Party shall have the right to terminate this Agreement for cause immediately and without notice in the event of a breach of the obligation under this Agreement by the other Party.

Courier Market Ltd has the right to evict the VENDOR from Courier Market Ltd if any, or a combination, of the following breaches are committed:
- Fails to render a service that has been ordered for on Couriermarket.ng within the specific time-frame agreed.

- Engages in any activity which would be considered illegal under Nigerian law, or engages in any activity that could be considered as fraudulent or misleading;

- Engages in any activity that brings Courier Market Ltd, or any of Courier Market Ltd's partners or other vendors into disrepute.

Courier Market Ltd reserves the right to alter these QOS rules at any time, and in the event of any changes Courier Market Ltd will inform the VENDOR by publishing the same on Courier Market Ltd's website. Courier Market Ltd will send a formal warning to the VENDOR after each incident.

Force Majeure

The Parties agree that there shall attach no liability for any inability to carry out any obligations under this Agreement if is attributable to an event of force majeure including but not limited to systems downtime, server failure, civil commotion, strikes or lock outs, war, flood, insurrection and other acts of God PROVIDED however that where an event of force majeure subsists for more than One (1) month the Party affected by such force majeure event shall be deemed to have voluntarily excused itself from the transaction contemplated by this Agreement.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Federal Republic of Nigeria in force from time to time and any disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of courts within Lagos State.