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GENERAL AGREEMENT BETWEEN COMILMART AND VENDOR

Introduction

ComilMart ("ComilMart", "us"), is a Nigerian E-commerce shopping center dedicated to supporting Nigerian businesses. Our platform offers vendors the opportunity to sell their products nationwide, providing instant access to customers across the country. By joining ComilMart, merchants can enjoy the benefits of an online store, reaching customers all over Nigeria.

Each business that signs up will receive a free microsite, along with additional value-added services such as marketing, customer service, and logistics partnerships. These services cater to customers in all 36 states of Nigeria, helping merchants grow their businesses.

Our support doesn't stop there. We offer seller support to all our merchants, aiding them in increasing sales and revenue by providing the visibility and customer base they need. We also ensure convenient payment terms for the proceeds of their sales.

ComilMart offers both prepaid and pay-on-delivery payment options for goods purchased. To enjoy these benefits, merchants only need to review and accept the terms and conditions of the ComilMart Service Agreement. Please note that ComilMart reserves the right to update these Terms & Conditions at any time by modifying the content on our website.

Agreement

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

Services Rendered

The Seller agrees to compensate ComilMart for the services rendered listed in section 2 below ("Services").



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Delivery of Services

Comilmart will use reasonable diligence in rendering the Services offered to the Seller, which include the following:

- ✚ Online storefront tailored to the Seller with payment gateway and escrow service at comilmart.com.
- ✚ Access to backend and other account management systems as necessary required and tailored to each vendor's business and product categories.
- ✚ Access to a dedicated seller support team to attend to all inquiries and other account management services.
- ✚ Access to ComilMart logistics partners
- ✚ Provision of analytics for all products and services as per the seller's requirement
- ✚ Seller Services Helpline 24/7
- ✚ E-marketing, and other marketing services as available and appropriate.

Comilmart 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 Seller will be informed before provision of the said services.

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

Seller is mandated to comply with ComilMart Quality of Service (QOS) standards, ensuring product quality and reliability.



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The Seller agrees to use reasonable diligence in providing Comilmart with genuine products and accurate product information.

The seller shall also be responsible for listing and pricing their products in the marketplace and also updating the inventory level based on stock availability.

By listing your products on Comilmart marketplace you agree to be liable for shipping to the customer using your preferred carrier, which may include Aku logistics. Comilmart will not be held liable for any cost of shipment, loss or damage of goods in transit.

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

Compensation

For all the Services provided by Comilmart under this Agreement, the Seller shall compensate Comilmart, with commissions or other payments as required, in accordance with the terms of the 'Commission Structure', which will be communicated to all sellers; or agreed in advance between both parties and detailed elsewhere on the Comilmart website. Comilmart will from time to time review the category commission structure and will notify the Seller of any changes by communicating directly to sellers or publishing the same on the on ComilMart website not less than fourteen (14) days prior to notification to all sellers.

Commission Structure: Comilmart charges a commission as low as 2% per sale to cover operational costs. Vendors will be notified of any changes to commission rates within 14 days in advance. Payments for confirmed orders will be remitted to the vendor's account after the return policy for the product has expired.

Remitting Payment to Vendors



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Every Vendor on Comilmart will be allocated a business day of the week, from Monday to Friday, for payments.

For instance, a Vendor who has been assigned Friday as an allocated payout day, you will receive payment for items sold, delivered and pass return policy duration. For example, the payment made on Wednesday, January 8th will be for all items sold and delivered between Wednesday January 1st Tuesday January 7th for those on 7 days payment schedule.

Sales Regulations

Comilmart has set high operational expectations for all vendors joining the platform. Vendors would receive payments for items delivered 8 days after their payment cycle ends. All vendors are allocated a business day for payments, either any day from Monday to Friday.

Vendor Delisting Due to Counterfeits

Products offered to our customers MUST be authentic as Comilmart has ZERO tolerance for the sale of fake products, including any products that have been illegally replicated, reproduced, or manufactured.

Prohibited Practices

Vendors are prohibited from engaging in activities that include:

- ✚ Selling used or damaged items under the pretense of being new.
- ✚ Non-compliance with regulatory standards.
- ✚ Misleading or fraudulent activities that could harm Comilmart reputation.
- ✚ Listing counterfeit, unauthorized, or substandard products. Vendors will be warned on the first occurrence of detection of a listed fake product. For the second occurrence, the vendors



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will be charged N50,000 Naira fine. On the third occurrence, the vendor will be delisted and barred indefinitely from the platform.

Order Regulation

Below are the Order regulation criteria for vendors with respect to cancellation rate and fulfillment score: Orders on your account will be regulated the following week based on your cancellation rate orders and orders you were able to successfully ship within the required timeframe

Termination of Agreement

Comilmart reserves the right to terminate this agreement if the vendor fails to meet obligations, including but not limited to:

-  Failing to deliver orders within the agreed timeframe.
-  Providing fake or unauthorized products.
-  Breaching the QOS or engaging in illegal practices.

Mandatory Declaration

Disclaimer of Warranties and Liability: Your use of the Comilmart website www.comilmart.com (hereinafter referred to as "Comilmart") and its tools are governed by the following terms and conditions. If you transact on Comilmart, you are subject to the policies applicable to the website for such transactions. By using the website, you are contracting with Comilmart, a part of Macver Technology and a subsidiary of Mac Group Limited, a company incorporated under the Companies and Allied Matters Act, 2020, with its corporate head office at Doha State of Qatar, and these terms and conditions constitute your binding obligations.

For the purpose of these terms of use, wherever the context requires, You' refers to any natural or legal person who agrees to become a member of the Website by providing Registration Data during



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registration as a Registered User. When you use any of the services provided by Comilmart, including but not limited to Customer Reviews, you are subject to the rules, guidelines, policies, terms, and conditions applicable to such services. These terms are deemed to be incorporated into these Terms of Use and are considered a part of these Terms of Use. Comilmart reserves the right to modify, add or remove portions of these Terms of Use at its sole discretion, at any time. It is your responsibility to periodically review these Terms of Use for changes. Your continued use of the website following any changes indicates your acceptance of such changes. As long as you comply with these Terms of Use, Comilmart grants you a personal, non-exclusive, non-transferable, limited privilege to access and use the Site.

Use of comilmart.com Website

If you use Comilmart, you are responsible for maintaining the confidentiality of your User ID and Password and for all activities conducted under your account. If you provide any untrue, inaccurate, or incomplete information, Comilmart reserves the right to suspend or terminate your account and deny access to the website.

Your Account & Registration Obligations

You acknowledge, commit, and agree that your use of comilmart.com will be strictly regulated by the following binding principles: You are prohibited from hosting, displaying, uploading, modifying, publishing, transmitting, updating, or sharing any information that:

❖ Infringement

It is excessively harmful, abusive, blasphemous, defamatory, obscene, pornographic, pedophilic, libelous, intrusive of another's privacy, hateful, or objectionable on racial or ethnic grounds, disparaging, promoting or encouraging money laundering or gambling, or otherwise unlawful in any way; or unlawfully threatening or harassing, including but not limited to "indecent representation of women," or misleading in any form. Is blatantly offensive



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to the online community, such as sexually explicit material or content that endorses obscenity, pedophilia, racism, bigotry, hatred, or physical harm towards any group or individual; harasses or supports the harassment of another person; involves the dissemination of "junk mail," "chain letters," unsolicited bulk emails, or "spamming."

- ❖ Promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous.

Violates or infringes upon the rights of any third party, including but not limited to intellectual property rights, privacy rights (such as unauthorized disclosure of personal details like name, email address, physical address, or phone number), or rights of publicity.

Promotes illegal or unauthorized copies of copyrighted materials such as distributing pirated software or links to it, providing methods to bypass copy-protection measures, or offering pirated music or links to such files.

Contains pages or content that are restricted, password-protected, or hidden (i.e., not accessible via links from other publicly available pages).

Provides content that exploits individuals in a sexual, violent, or otherwise inappropriate way, or seeks personal information from others.

Shares instructional material for illegal activities, such as crafting or acquiring illegal weapons, breaching someone's privacy, or creating and spreading computer viruses; which includes videos, photographs, or images of individuals aged 18 or older without their explicit written consent, or any content involving minors, regardless of parental or guardian consent.

Attempts to gain unauthorized access or exceeds permitted access (as outlined in these Terms of Use and applicable Codes of Conduct or End User Access and License Agreements) to the Sites or features such as profiles, blogs, communities, account details, bulletins, friend requests,



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or other areas, or solicits sensitive information like passwords for unlawful or commercial purposes from other users.

Engages in commercial actions or sales, such as contests, sweepstakes, bartering, advertising, pyramid schemes, or the trade of "virtual" items associated with the Sites, without prior written consent from Comilmart. Prior written consent

Promotes or engages in gambling activities that Comilmart, at its sole discretion, deems illegal or potentially illegal.

❖ **violates any law for the time being in force**

Misleads or deceives the recipient/users regarding the source of such messages or conveys information that is extremely offensive or threatening in nature.

❖ **Impersonate another person**

Includes software viruses or other computer code, files, or programs intended to interrupt, damage, or restrict the functionality of any computer system, or contains Trojan horses, worms, time bombs, cancelbots, easter eggs, or other programming routines that may harm, interfere with, reduce the value of, covertly intercept, or extract data, personal information, or systems.

Endangers the unity, integrity, defense, security, or sovereignty of the Federal Republic of Nigeria, disrupts friendly relations with foreign states, disturbs public order, incites the commission of a recognizable offense, hinders the investigation of any offense, or expresses disrespect or insult towards any nation.

❖ **Shall not be false, inaccurate or misleading**



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Must not, whether directly or indirectly, offer, attempt to offer, trade, or attempt to trade any item whose dealing is prohibited or restricted in any way under the provisions of applicable laws, rules, regulations, or guidelines currently in effect.

- ❖ Shall not create liability for us or cause us to lose (in whole or in part) the services of our ISPs or other suppliers

You are prohibited from using “deep-linking,” “page-scraping,” “robotic,” “spidering,” or similar automated tools or manual processes to access, copy, acquire, or monitor any part of the Website or its content. Additionally, you must not reproduce or bypass the navigational structure or design of the Website or its content to obtain materials, documents, or information that has not been explicitly made available through the Website. Comilmart reserves the right to prohibit such actions.

Unauthorized access to any part or feature of the Comilmart Website, including its networks, systems, servers, or services connected to it, is strictly prohibited. You may not attempt to access these resources through hacking, password mining, or any other illicit method.

Probing, scanning, or testing the vulnerability of Comilmart or any network connected to it, as well as breaching its security or authentication systems, is not permitted.

You are forbidden from reverse-engineering, tracing, or attempting to trace any information of other users or visitors of Comilmart, including accounts not belonging to you, for the purpose of discovering private or identifying information beyond your own.

Actions that place an unreasonable or disproportionately large burden on the infrastructure of the Website or any systems or networks associated with Comilmart are prohibited.

Using devices, software, or procedures to disrupt or interfere with the functioning of the Website, transactions conducted on the Website, or others’ use of the Website is not allowed.



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You may not falsify headers or manipulate identifiers to disguise the origin of communications sent to Comilmart, impersonate others, or misrepresent your identity or affiliations.

The Website and its content must not be used for unlawful activities or actions prohibited by these Terms of Use, nor for soliciting illegal activities or infringing upon the rights of Comilmart or others.

By providing information to Comilmart, you grant the platform a non-exclusive, worldwide, perpetual, irrevocable, royalty-free license (including the right to sublicense) to utilize the copyright, publicity, database, or other rights associated with your information across media formats, while adhering to Comilmart's Terms of Use and Privacy Policy.

You must ensure the accuracy of the information related to items or services you propose to sell, avoiding exaggerations or misleading descriptions that could deceive users.

Images of products intended for sale on Comilmart.com must be original and not copied from other websites. Violating this rule makes you liable for indemnifying Comilmart against third-party claims related to the unauthorized use of such images.

Soliciting or advertising to other users to buy or sell products or services without Comilmart explicit prior consent is prohibited, including chain letters or unsolicited commercial emails. Using information obtained from Comilmart.com to harass, harm, or contact individuals outside Comilmart's scope without consent also violates these Terms of Use.

Comilmart reserves the right to limit the number of messages a user can send to others within a given timeframe to prevent solicitation or advertising abuses.

Comilmart retains the authority to disclose user information as required by law, regulation, or governmental request, such as for investigations into illegal activities or compliance with court orders or subpoenas. You expressly authorize Comilmart to share information with law



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enforcement or officials when deemed necessary or appropriate, particularly concerning crimes involving potential personal harm.

Comilmart has the right, but not the obligation, to monitor the content posted on the Website and remove or modify materials that violate, or are alleged to violate, applicable laws or the Terms of Use in either letter or spirit.

- ❖ You bear full responsibility for the content you publish on the Comilmart Website and in your private messages

Please note that any content posted does not necessarily represent the opinions of Comilmart. Under no circumstances shall Comilmart be held responsible or liable for any posted content or for claims, damages, or losses arising from the use or appearance of content on Comilmart. By posting content, you confirm and guarantee that you hold all necessary rights to the content you provide, along with its associated information, and that such content does not infringe on the rights of third parties or include libelous, tortious, or unlawful material.

Your interactions, business dealings, or participation in promotions with advertisers on or through Comilmart, including payments and delivery of goods or services and any terms, conditions, warranties, or representations, are strictly between you and the advertiser. Comilmart is not liable for any loss or damage resulting from such dealings or from the presence of advertisers on the platform.

It is possible that other users (including unauthorized users or "hackers") may post or transmit offensive or obscene materials on Comilmart, leading to your inadvertent exposure to such content. Additionally, other users may obtain personal information about you through your use of Comilmart, potentially using it to harass or harm you. Comilmart disapproves of such unauthorized actions, but by using Comilmart, you acknowledge and agree that Comilmart cannot be held responsible for the misuse of personal information you publicly share on the



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platform. Be cautious about the information you choose to disclose or share publicly on Comilmart.

Comilmart retains the right to take appropriate action and seek compensation for any damages caused by your participation, whether intentional or unintentional, in Distributed Denial of Service (DDoS) attacks or similar actions.

❖ Content on the Website

All text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music, artwork, and computer code (collectively referred to as "Content"), including but not limited to the design, structure, selection, coordination, expression, "look and feel," and arrangement of such Content on Comilmart, are owned, controlled, or licensed by Comilmart Online Shopping Limited. These materials are protected under trade dress, copyright, patent, trademark, and other intellectual property and unfair competition laws.

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- Avoid modifying the downloaded information.
- Avoid providing additional representations or warranties related to the documents.



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You are responsible for any content you post or transmit to the site, such as notes, messages, emails, photos, profiles, opinions, ideas, images, videos, audio files, or other material (collectively referred to as "Content"). Any content you provide becomes the property of Comilmart, perpetual, and transferable rights to utilize such content. Comilmart reserves the right to use this content in alignment with its Privacy Policy for promotional, advertising, and other purposes in any existing or future media, including creating derivative works. By posting content, you agree that it may be used by Comilmart according to its Privacy Policy and Site Rules of Conduct, without entitlement to payment or compensation.

Affiliate Links

Comilmart disclaims responsibility and liability for any actions, products, content, or services available on the Comilmart.com website that are linked to affiliates or third-party websites through Comilmart.com APIs or other means. Furthermore, while Comilmart.com may provide links to third-party websites belonging to affiliated companies or other businesses, Comilmart does not assume responsibility for evaluating or verifying the products and services they offer, nor does it guarantee the quality or reliability of their offerings or content. Comilmart.com does not endorse any third-party websites or their content in any manner.

Comilmart.com encourages links to its site. You are permitted to create a hypertext link to the Comilmart.com website, as long as the link does not suggest or imply any sponsorship or endorsement of your website by Comilmart.com. The use of trademarks, service marks, logos, characters, or any other material from Comilmart.com on your site or in any other way is prohibited without the explicit written consent of both Comilmart.com and the rightful owner of the marks or materials. Additionally, you may not frame, embed, or integrate any content or materials from the Comilmart.com website into another third-party website, nor present it alongside or in connection with such a website, without obtaining prior written approval from Comilmart.

Confidentiality



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Both parties agree to protect confidential information shared during the partnership. Comilmart retains rights over its platform structure, while vendors maintain ownership of their content and data.

Safeguarding your privacy is one of our core principles. We fully recognize that you and your personal information are among our most valuable assets. Your information is stored and processed on systems equipped with both physical and robust technological security measures, in compliance with the Information Technology Act, 2000, and its associated rules. Our latest Privacy Policy is available at [Privacy-policy](#). If you are uncomfortable with your information being transferred or utilized in this manner, we kindly request that you refrain from using the Comilmart.com website. Please note that submitted information may be shared with Comilmart partners for verification purposes.

Force Majeure

Comilmart shall not be held liable for service disruptions caused by circumstances beyond its control, such as natural disasters, strikes, or system downtime.

Governing Law

This agreement is governed by the laws of the Federal Republic of Nigeria.

Conclusion

This document serves as an electronic record in accordance with the provisions of the National Information Technology Development Agency Act, 2007, and its applicable rules, including any amendments regarding electronic records in various statutes. It is generated by a computer system and does not require physical or digital signatures.

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