



RC 1616410



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KARIGOO INNOVATION CONCEPT LIMITED

**KINDLY GO THROUGH THESE TERMS AND CONDITIONS BEFORE
SUBSCRIBING TO THE USE OF KARIGOO**



INTRODUCTION.



These Terms and Conditions of use contained herein shall govern your use of the application, Mobile App & Website, content, products and services made available by Karigoo. Your entry and use of Karigoo constitutes your covenant to be bound by these Terms and Condition, which establishes a contractual relationship between you and Karigoo. Kindly terminate the use of the services if you do not agree to these terms and Conditions.

These Terms and Conditions will be applied in full force and effect to your use of Karigoo Mobile App & website by subscribing to these services, you expressly accept all the Terms and Conditions contained herein in full. You must not use this application if you disagree or have any objection to any of these Terms & Conditions.

You must be at least (18) years of age to be eligible to use the application and services, you warrant and present to Karigoo that you are at least (18) years of age.

Our Mobile App & Website; uses cookies and by using our Mobile App & Website or agreeing to these Terms and Conditions, you consent to our use of cookies in accordance with the terms of our privacy and cookies policy.

KARIGOO SUPPLEMENTARY /ADDITIONAL TERMS

Supplementary or Additional terms may be incorporated by Karigoo in the use of its application and services at any time and may revise, amend, alter and modify these Terms and Conditions as it deem fit without prior notification. However, the additional Terms and Conditions will be made known to you with respect to the services, which Terms and Condition are deemed part of the existing Terms and Conditions shall override these Terms and Conditions in the event of a conflict.

KARIGOO INTELLECTUAL PROPERTY RIGHTS

Apart from the content you own, under these terms, Karigoo and/or its licensors own all the intellectual property rights and material contained in this Mobile App & Website and all such rights are reserved.

KARIGOO RESTRICTIONS

You are expressly and emphatically restricted from all of the following: –

- Publishing any Mobile App & Website material in any other media
- Selling, sub-licensing and/or otherwise commercializing any Mobile App & Website materially.
- Publicly performing and/or showing any Mobile App & Website material.
- Using this website in any way that is, or may be damaging to this Mobile App & Website.

- Using this Mobile App & Website in any way that impacts users access to this Mobile App & Website.
- Using this Mobile App & Website contrary to applicable laws and regulations, or any way cause harm to the Mobile App & Website or to any person or business entity.
- Engaging in any data mining, data harvesting data extracting or any other similar activity in relation is this Mobile App & Website or Karigoo services.
- Using this Mobile App & Website to engage in any advertising or marketing.
- Not to broadcast, stream, expand and utilize the services except with the prior written consent and authority of Karigoo.
- Not to use our Mobile App & Website for business and purposes other than that of Karigoo.
- Except as expressly permitted by these Terms and Conditions you must not edit or otherwise modify any material on our Mobile App & Website.

KARIGOO SERVICES

Karigoo Services represents a technology program designed to enable users of Mobile App & Website for easy access to affordable transportation services with independent thirdparty transportation providers. These independent third party transportation providers are not agents, affiliates, assigns, privies or employees of Karigoo; and Karigoo shall not be held vicariously liable for their act, omission, errors, mistake, steps, deed, undertaking and feat of the third party transportation providers, including items or personal effect misplaced or lost while on transit with the third party transportation provider, except Karigoo warrants to be held liable in a different written agreement. All charges are payable immediately through the third party transportation service providers, and Karigoo will facilitate such payment using the preferred payment means elected by you on your account.

KARIGOO USERS CONTENT

In these Terms and Conditions “your content” means (all works and material including without limitation text, graphics, images, audio material, video material, audio-visual material, scripts, software and files that you submit to Karigoo or our Mobile App & Website for storage or publication, or processing by, or transmission via our Mobile App & Website.

Your grant to Karigoo is a worldwide, irrevocable, non-exclusive, royalty free license to use, reproduce, store, adapt, publish, translate and distribute your content in any existing or future media or reproduce, store and publish your content on and in relation to this Mobile App & Website and any successor Mobile App & Website or reproduce, store, modify transfer, distribute, publicize, sub-license, or use your content in any manner howsoever described without your consent.

You grant to Karigoo the right to institute a civil action on your behalf for any infringement of the right licensed above.

You hereby waive to Karigoo all your moral rights in your content to the maximum extent permitted by applicable laws and you warrant and represent that all other moral rights in your content have been waived to the maximum extent permitted by applicable law.

You may edit your content to the extent permitted using the editing functionality made available on our Mobile App & Website.

Without prejudice to the other rights of Karigoo under these Terms and Conditions, if you breach any provision of these terms in any way or if there is reasonable suspicion that you have breach these Terms and Conditions in any way, Karigoo reserves the right to delete, unpublished or edit any or all of your content.

You warrant and represent that your content will comply with these Terms and Conditions.

Your content must not be illegal or unlawful and must not infringe any other person's legal right and must not be capable of giving rise to legal action against any person under any existing laws of the Federal Republic of Nigeria.

Your content, and the use of your content by us in accordance with these Terms and Conditions must not:

- be libelous or maliciously false.
- be obscene or indecent
- infringe any copy right, moral right, database right, trade mark right, design right, right passing off or other intellectual property right.

- infringe any right of confidence, right of privacy or right under data protection legislation.
- constitute negligent advice or contains any negligent statement.
- constitute an incitement to commit a crime, instructions for the commission of a crime or the promotion of criminal activity
- be in contempt of any court, or in breach of any court order
- be in breach of racial or religious hatred or discrimination legislation
- be blasphemous
- be in breach of official secrets legislation
- be in breach of any contractual obligation owed to any person
- depict violence in an explicit, graphic or gratuitous manner
- be pornographic, lewd, suggestive or sexually explicit
- be untrue, false, inaccurate or misleading
- consist of or contain any instructions, advice or other information which may be acted upon and could, if acted upon, cause illness, injury or death, or any other loss or damage
- constitute spam
- be offensive, deceptive, fraudulent, threatening, abusive, harassing, anti-social, menacing, hateful, discriminatory or inflammatory or
- cause annoyance, inconvenience or needless anxiety to any person.

KARIGOO WARRANTIES

This Mobile App & Website is provided “as is” with all faults and Karigoo makes no express or implied representation or warranties, of any kind related to this Mobile App & Website or the materials contained on this Mobile App & Website.

Additionally, nothing contained on this Mobile App & Website shall be construed as proving consult or advice to you.

Karigoo reserves the right to discontinue or alter any or all of our Mobile App & Website services and to stop publishing our Mobile App & Website, at any time in our sole discretion without notice or explanation and save to the extent expressly provided otherwise in these Terms and Conditions, you will not be entitled to any compensation or other payment upon the discontinuance or alteration of any Mobile App & Website services or if we stop publishing the Mobile App & Website.

KARIGOO LIMITATIONS AND EXCLUSION OF LIABILITY

Nothing in these Terms and Conditions will:

- Limit or exclude any liability for death or personal injury resulting from negligence.
- Limit or exclude any liability for fraud or fraudulent misrepresentation.
- Limit any liabilities in any way that is not permitted under applicable laws
- Exclude any liabilities that may not be excluded under applicable laws.

We shall not be liable to you in respect of any loss or corruption of any data, database or software.

We will not be liable to you in respect of any special, indirect or consequential loss or damage.

You accept that Karigoo has interest in limiting the personal liability of its staff, officers and employee and having regard to that interest, you acknowledge that we are a limited liability entity, you agree that you will not bring any claim personally against our company, officers, employee and directors in respect of any losses or damages you suffer in connection with the use of the website or these Terms and Conditions.

KARIGOO ACCEPTABLE USE

You must not:

(a) use our website in any way or take any action that causes, or may cause, damage to the Mobile App & Website or impairment of the performance, availability or accessibility of the website;

(b) use our website in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;

(c) use our Mobile App & Website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software;

(d)conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our website without our express written consent

(e)access or otherwise interact with our Mobile App & Website using any robot, spider or other automated means except for the purpose of search engine indexing

(f)violate the directives set out in the robots.txt file for our website or

(g)use data collected from our website for any direct marketing activity (including without limitation email marketing, SMS marketing, telemarketing and direct mailing).

You must not use data collected from our Mobile App & Website to contact individuals, companies or other persons or entities.

You must ensure that all the information you supply to us through our Mobile App & Website, or in relation to our website, is true, accurate, current, complete and non-misleading.

KARIGOO REGISTRATION AND ACCOUNTS

To be eligible for an account on our Mobile App & Website, you must be resident or situated in the Federal Republic of Nigeria.

You may register for an account with our website by our Mobile App

You must not allow any other person to use your account to access the Mobile App & Website.

You must notify us in writing immediately if you become aware of any unauthorized use of your account.

You must not use any other person's account to access the Mobile App & Website, unless you have that person's express permission to do so.

KARIGOO USER LOGIN DETAILS

If you register for an account with our Mobile App & Website, we will provide you with OR you will be asked to choose a user ID and password.

Your user ID must not be liable to mislead and must comply with the content rules set out herein, you must not use your account or user ID for or in connection with the impersonation of any person.

You must keep your password confidential.

You must notify us in writing immediately if you become aware of any disclosure of your password.

You are responsible for any activity on our Mobile App & Website arising out of any failure to keep your password confidential, and may be held liable for any losses arising out of such a failure.

KARIGOO CANCELLATION AND SUSPENSION OF ACCOUNT

We may:

(a)suspend your account;

(b)cancel your account; and/or

(c)edit your account details,

at any time in our sole discretion without notice or explanation.

You may cancel your account on our Mobile App & Website by deactivating your account on the App

BREACHES OF KARIGOO TERMS AND CONDITIONS

Without prejudice to our other rights under these terms and conditions, if you breach these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may:

- (a)**send you one or more formal warnings;
- (b)**temporarily suspend your access to our Mobile App & Website;
- (c)**permanently prohibit you from accessing our Mobile App & Website;
- (d)**block computers using your IP address from accessing our Mobile App & Website;
- (e)**contact any or all of your internet service providers and request that they block your access to our website;
- (f)**commence legal action against you, whether for breach of contract or otherwise; and/or
- (g)**suspend or delete your account on our Mobile App & Website.

Where we suspend or prohibit or block your access to our Mobile App & Website or a part of our Mobile App & Website, you must not take any action to circumvent such suspension or prohibition or blocking including without limitation (creating and/or using a different account).

VARIATION

We may revise these terms and conditions from time to time.

The revised terms and conditions shall apply to the use of our Mobile App & Website from the date of publication of the revised terms and conditions on the Mobile App & Website, and you hereby waive any right you may otherwise have to be notified of, or to consent to, revisions of these terms and conditions. OR We will give you written notice of any revision of these terms and conditions, and the revised terms and conditions will apply to the use of our Mobile App &

Website from the date that we give you such notice; if you do not agree to the revised terms and conditions, you must stop using our Mobile App & Website.

If you have given your express agreement to these terms and conditions, we will ask for your express agreement to any revision of these terms and conditions; and if you do not give your express agreement to the revised terms and conditions within such period as we may specify, we will disable or delete your account on the website, and you must stop using the Mobile App & Website.

KARIGOO ASSIGNMENT

You hereby agree that we may assign, transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms and conditions.

You may not without our prior written consent assign, transfer, sub-contract or otherwise deal with any of your rights and/or obligations under these terms and conditions.

KARIGOO SEVERABILITY

If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.

If any unlawful and/or unenforceable provision of these terms and conditions would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

KARIGOO THIRD PARTY RIGHTS

A contract under these terms and conditions is for our benefit and your benefit, and is not intended to benefit or be enforceable by any third party.

The exercise of the parties' rights under a contract under these terms and conditions is not subject to the consent of any third party.

KARIGOO INDEMNIFICATION

You hereby indemnify to the fullest extent Karigoo from and against any and/ or all liabilities, costs, demands, causes of action, damages and expenses (including Attorney's fees) arising out of or in any way related to your breach of any of the provisions of these terms and conditions.

KARIGOO ENTIRE AGREEMENT

These terms and conditions, together with our privacy and policy, shall constitute the entire agreement between you and us in relation to your use of our Mobile App & Website and services and shall supersede all previous agreements between you and us in relation to your use of our Mobile App & Website and services.

LAWS GOVERNING THE USE OF KARIGOO WEBSITE AND SERVICES.

These terms and conditions shall be governed by and construed in accordance with the laws of Federal Republic of Nigeria, excluding the sales of Goods Laws of Cross River State of Nigeria or any other law of equivalent status or similar provisions in any state in Nigeria shall not apply.

Any dispute, conflict, claim or controversy arising out of, or in connection with or relating to the services or these terms and condition, its effectiveness, interpretation or implementation shall be first submitted to mediation proceedings under the Alternative Dispute Resolution (A.D.R)

In the event that such dispute was not effectively settled within two Calendar Months, after a request for mediation has been submitted under such law above, same shall be referred to and shall be exclusively determined and resolved by arbitration pursuant to the Arbitration and Conciliation Act CAPA18, Laws of the Federal Republic of Nigeria 2004 or any other Law that may be in existence in that regard at the time the dispute arose.

The dispute shall be resolved by a Sole Arbitrator to be appointed pursuant to the Act. The place of both Mediation and Arbitration shall be in Lagos, Nigeria. The language of the mediation and/or arbitration shall be English unless you do speak and understand English in which the mediator or arbitrator may provide an interpreter.

The existence and content of the mediation and arbitration proceedings, including documents and briefs submitted by the parties, correspondences from and to the mediator or arbitrator, correspondence between the parties, orders and awards issued by the sole arbitrator, shall remain strictly confidential and shall not be disclosed to any third party without the express written consent from the other party.

KARIGOO STATUTORY AND REGULATORY DISCLOSURES

We are registered in Nigeria under the Companies and Allied Matter Act, CAP C20. Laws of the Federal Republic of Nigeria, and we are subject to and regulated by the provisions of this law.

Our Trademark is also registered under the Trade Marks Act, CAP T13, Laws of the Federal Republic of Nigeria. Consequently trade mark is solely and exclusively that of KARIGOO INNOVATION CONCEPT LIMITED.

KARIGOO DETAILS

This Mobile App & Website is owned and operated by KARIGOO INNOVATION CONCEPT LIMITED

We are registered in the Federal Republic of Nigeria under registration number:1616410 and our registered office: 1 AMAKU STREET, STATE HOUSING ESTATE, CALABAR, CROSS RIVER STATE.

Our principal place of business is NO: 1 AMAKU STREET, STATE HOUSING ESTATE, CALABAR, CROSS RIVER STATE.

You can contact us:

(a) By e-mail, using the email address published on our website

(b) By telephone No:+2347015554676

(c) by registered email address.

