

# SECTION A: Terms of Website Use

This page (together with any referred documents) explains the terms of use of use our website, gazhub.com, whether as a guest or a registered user. By using our site, you agree to the stated terms and conditions. Both parties agree that this website may only be used in accordance with these Terms and Conditions of Use. If you do not agree with the Terms and Conditions of Use or do not wish to be bound by them, you agree to refrain from using this website.

## A. INFORMATION ABOUT US

Gazhub.com is an e-commerce site for Gazhub Ltd. For the purposes of this document; “seller”, “we”, “us” and “our” all refer Gazhub Ltd.

## B. ACCESSIBILITY

You confirm that you are at least 18years of age or are accessing the site under the supervision of a parent or legal guardian

We grant you a non-transferable, revocable and non-exclusive license to use this site, in accordance with the stated Terms and Conditions for such things as: shopping for liquefied petroleum gas and its related products sold on the site, gathering prior information regarding our products and services and making purchases. Commercial use or use on behalf of any third party is prohibited, except as explicitly permitted by us in advance.

Our Terms and Conditions specifically prohibit actions such as: accessing our servers or internal computer systems, interfering in any way with the functionality of this website, gathering or altering any underlying software code, infringing on any intellectual property rights. This list is non-exhaustive and similar actions are strictly prohibited.

We reserve the right to deny access to this website and its contents and do so without prior information to anyone found breaking the afore set terms and conditions. This will be done without prejudice to any available remedies at law or otherwise.

Certain services and related features on the Site may require registration or subscription. Should you choose to register or subscribe for any such services or related features; you agree to provide prompt updates to such information in the event of any change. We will not be liable, directly or indirectly in any way for any loss or damage, errors or extra charges arising from outdated user information.

Every user of the site is solely responsible for keeping their passwords and other account identifiers safe and secure. The account owner is entirely responsible for all activities that occur under such password or account. Furthermore, you must notify us of any unauthorized use of your password or account. The Site shall not be responsible or liable, directly or indirectly, in any way for any loss or damage of any kind incurred as a result of, or in connection with, your failure to comply with this section.

## C. INTELLECTUAL PROPERTY RIGHTS

Gazhub Ltd reserves the right to all intellectual property on Gazhub.com and everything published on it. Under no circumstance should any part of the materials on our site be used for commercial

purposes without obtaining a valid licence to do so from Gazhub Ltd. A breach of these terms of use will result in the immediate withdrawal of your right to use our site and may result in appropriate legal action as our Intellectual Property Rights is protected by law.

#### **D. ACCURACY OF INFORMATION**

Our site contains information relating to us and our subsidiaries. All information or advice provided as part of our site is correct at the time it was published. We however provide no guaranty as to the validity of that information at your time of use. We are not liable for any loss or damage incurred, as a result of such information or advice.

The information included in our site has been compiled from a variety of sources and is subject to change without notice. We recommend that you visit our site from time to time and review our Terms and Conditions for updates from time to time.

#### **E. OUR SITE CHANGES REGULARLY**

Gazhub.com is constantly being updated and upgraded with constantly changing content. The site may however be suspended or closed without prior warning. We therefore are not liable for any form of misinformation or use of outdated information.

#### **F. AVAILABILITY OF OUR SITE**

Our drive is to ensure constant availability of our website. We however may experience some down time for repairs and/or maintenance and upgrades.

#### **G. EMAILS AND INFORMATION SENT TO US**

We do not accept any liability if emails are compromised (including, but not limited to, their security or confidentiality). We do not, to the extent permitted by law, accept any liability for any external compromise of security and/or confidentiality in relation to transmissions sent by email.

#### **H. INFORMATION ABOUT YOU AND YOUR VISITS TO OUR SITE**

We process information about you in accordance with our privacy policy. By using our site, you consent to such processes and agree that all data provided by you is accurate.

#### **I. USERNAME AND PASSWORD**

If you use our site, you are responsible for keeping your username and password confidential and for restricting access to your computer to prevent unauthorised access to your account. You agree to accept responsibility for all activities that occur under your account or password. You should inform us immediately if you have reason to believe that your password has become known to anyone else, or is likely to be used in an unauthorised manner.

Please ensure all details provided to us are accurate and complete. Inform us immediately of any changes to the information that you provided when registering.

We reserve the right to refuse access to the site, and to terminate accounts, remove or edit content or cancel orders at our discretion. If we cancel an order it will be without charge to you unless, due to your negligence, you have allowed unauthorised use of your username and password.

#### **J. LINKING TO OUR SITE**

You must not create links to any part of our site without our prior written permission. If you wish to request such permission, please email [info@gazhub.com](mailto:info@gazhub.com). Linked web sites, whether permitted or not, do not have implied affiliation with our site. If we grant you permission to create links to any part of our site, the website from which you are linking must comply in all respects with the content standards set out in our acceptable use policy.

#### **K. COPYRIGHT**

All information presented, unless specifically indicated otherwise is the copyrighted property of Gazhub Ltd. Information is freely available for downloading and browsing but may not be altered, transmitted, distributed, reproduced, duplicated, copied, or re-sold without our prior written consent.

#### **L. LINKS FROM OUR SITE**

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

#### **M. JURISDICTION AND APPLICABLE LAW**

These Terms and Conditions of Use shall be interpreted and governed by the laws in force in the Federal Republic of Nigeria. Subject to the Arbitration section below, each party hereby agrees to submit to the jurisdiction of the courts of Nigeria.

#### **ARBITRATION**

*Any controversy, claim or dispute arising out of or relating to these Terms and Conditions of Use will be referred and finally settled by private and confidential binding arbitration before a single arbitrator held in Nigeria in English and governed by Nigeria law pursuant to the Arbitration and Conciliation Act Cap A18 Laws of the Federation of Nigeria 2004, as amended, replaced or re-enacted from time to time.*

*The arbitrator shall be a person who is legally trained and who has experience in the information technology field in Nigeria and is independent of either party, Notwithstanding the foregoing, the Site reserves the right to pursue the protection of intellectual property rights and confidential information through injunctive or other equitable relief through the courts.*

#### **TERMINATION**

*In addition to any other legal or equitable remedies, we may, without prior notice to you, immediately terminate the Terms and Conditions of Use or revoke any all of your rights granted under the Terms and Conditions of Use.*

*Upon any termination of this agreement, you shall immediately cease all access to and use of the Site and we shall, in addition to any other legal or equitable remedies, immediately revoke all password(s) and account identification issued to you and deny your access to and use of this Site in whole or in part.*

*Any termination of this agreement shall not affect the respective rights and obligations (including without limitation, payment obligations) of the parties arising before the date of termination. You furthermore agree that the Site shall not be liable to you or to any other person as a result of any such suspension or termination.*

*If you are dissatisfied with Site or with any terms, conditions, rules, policies, guidelines, or practices of Gazhub Ltd, your sole and exclusive remedy is to discontinue using the Site.*

#### **SEVERABILITY**

*If any portion of these terms or conditions is held by any court or tribunal to be invalid or unenforceable, either in whole or in part, then the part shall be severed from these Terms and Conditions of Use and shall not affect the validity or enforceability of any other section listed in this document.*

#### **MISCELLANEOUS PROVISIONS**

*You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.*

*Assigning or sub-contracting any of your rights or obligations under these Terms and Conditions of Use to any third party is prohibited unless agreed upon in writing by the seller.*

*We reserve the right to transfer, assign or sub-contact the benefit of the whole or part of any rights or obligations under these Terms and Conditions of Use to any third party.*

#### **N. VARIATIONS**

We may revise these terms of use at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we have made, as they are binding on you. Some of the provisions contained in these terms of use may also be superseded by provision or notices published elsewhere on our [gazhub.com](http://gazhub.com)

#### **O. YOUR CONCERNS**

If you have any questions or concerns, please contact us by email at [info@gazhub.com](mailto:info@gazhub.com)

Thank you for visiting our site.

# **SECTION B: Account On-Line Module**

## **TERMS AND CONDITIONS OF SALE (THE "TERMS")**

"Account Holder" – a customer who has an existing account with the company

"Agreement" – these Terms and any other terms and conditions previously notified by the Company to the Account Holder that apply to the sale and supply of the Products and Services

"Company" – means Gazhub Limited

"Gas" – Liquefied Petroleum Gas ("LPG") supplied to the Account Holder by the Company or by a distributor or a dealer of the Company

"Services" – the delivery of Gas to the Account Holder's address

"Product" – goods, Gas and products for sale on the Gazhub.com e-commerce website

## **TERMS AND CONDITIONS OF SALE**

### **GENERAL**

You confirm that you are at least 18 years of age or are accessing the Site under the supervision of a parent or legal guardian. You agree that if you are unsure of the meaning of any part of the Terms and Conditions of Sale, you will not hesitate to contact us for clarification prior to making a purchase.

These Terms and Conditions of Sale fully govern the sale of goods and services purchased on this Site. No extrinsic evidence, whether oral or written, will be incorporated.

### **FORMATION OF CONTRACT**

Both parties agree that browsing the website and gathering information regarding the services provided by the seller does not constitute an offer to sell, but merely an invitation to treat. The parties accept that an offer is only made once you have selected the item you intend to purchase, chosen your preferred payment method, proceeded to the checkout and completed the checkout process.

Both parties agree that the acceptance of the offer is not made when the seller contacts you by phone or by email to confirm that the order has been placed online. Your offer is only accepted when we dispatch the product to you and inform you either by email or by phone of the dispatch of your ordered product.

Before your order is confirmed, you may be asked to provide additional verifications or information, including but not limited to phone number and address, before we accept the order.

Please note that there are cases when an order cannot be processed for various reasons. The Site reserves the right to refuse or cancel any order for any reason at any given time.

### **ACCEPTANCE OF ELECTRONIC DOCUMENTS**

You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

## **PRICES AND PRODUCTS**

The Company takes reasonable care to ensure that all details are correct. The Company reserves the right to refuse orders where Product and Price information has been incorrectly published. Prices are inclusive of VAT unless otherwise stated.

Gazhub Ltd shall have the right to refuse or cancel any such orders whether or not the order has been confirmed and your credit/debit card charged. In the event that we are unable to provide the services, we will inform you of this as soon as possible. A full refund will be given where you have already paid for the products.

Terms and conditions are applicable to account holders requesting LPG refill.

Gazhub Ltd. reserves the right to change the price of her products displayed on the website at any time without prior notification.

## **DELIVERY**

This Site is only for delivery of products to customers within Abuja. We make every effort to deliver goods within the estimated timescales set out on our Site; however delays are occasionally inevitable due to unforeseen factors. We shall be under no liability for any delay or failure to deliver the products within the estimated timescales where they did not occur due to our fault or negligence.

You agree not to hold the seller liable for any delay or failure to deliver products or otherwise perform any obligation as specified in these Terms and Conditions of Sale if the same is wholly or partly caused whether directly or indirectly by circumstances beyond our reasonable control.

## **RETURN POLICY**

Please see our return policy.

## **INDEMNITY**

You agree to indemnify us, our affiliates, officers, directors, agents and/or employees, as the case may be, free from any claim or demand, including reasonable legal fees, related to your breach of these Terms and Conditions of Sale.

## **APPLICABLE LAW AND JURISDICTION**

These Terms and Conditions of Sale shall be interpreted and governed by the laws in force in the Federal Republic of Nigeria. Subject to the Arbitration section below, each party hereby agrees to submit to the jurisdiction of the courts of Nigeria and to waive any objections based upon venue.

## **ARBITRATION**

Any controversy, claim or dispute arising out of or relating to these Terms and Conditions of Sale will be referred to and finally settled by private and confidential binding arbitration before a single arbitrator held in Nigeria in English and governed by Nigeria law pursuant to the Arbitration and Conciliation Act Cap A18 Laws of the Federation of Nigeria 2004, as amended, replaced or re-enacted from time to time.

The arbitrator shall be a person who is legally trained and who has experience in the information technology field in Nigeria and is independent of either party. Notwithstanding the foregoing, the Site reserves the right to pursue the protection of intellectual property rights and confidential information through injunctive or other equitable relief through the courts.

## **SEVERABILITY**

If any portion of these Terms or Conditions of Sale is held by any court or tribunal to be invalid or unenforceable, either in whole or in part, then that part shall be severed from these Terms and Conditions of Sale and shall not affect the validity or enforceability of any other section listed in this document.

## **MISCELLANEOUS PROVISIONS**

You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

Assigning or sub-contracting any of your rights or obligations under these Terms and Conditions of Sale to any third party is prohibited unless agreed upon in writing by the seller.

We reserve the right to transfer, assign or sub-contract the benefit of the whole or part of any rights or obligations under these Terms and Conditions of Sale to any third party.

# **PRIVACY POLICY**

## **Your Information and Confidentiality**

To become a Gazhub Ltd customer, we need you to provide us with certain information. We may not be able to process your application if the information is not provided.

You must tell us promptly if any of this information changes. We may use any information we collect and hold about you for any or all of the following purposes:

- To supply LPG to you
- To invoice you
- To send you notices or contact you
- To contact any person we are required by law to provide with information about you
- To verify your identity when you contact us
- To communicate promotional material to you from time to time

If you have any questions in regards to our Privacy Policy, you are welcome to send an email to [info@gazhub.com](mailto:info@gazhub.com)

# RETURN POLICY

All cylinders ordered and delivered through Gazhub or its merchant will always have **a seal around the valve** of the cylinder. This is your guarantee that the cylinder has passed a final check in our filling process and is the correct weight and in a safe working condition.

Gazhub does not refund stock that was correctly invoiced and delivered. Should a cylinder/refill have been ordered and subsequently discovered to be the wrong size Gazhub will exchange the cylinders for the correct size as long as the original cylinder still has its plastic seal around the valve intact.

Please feel free to contact us personally in regards to your individual situation should you wish to discuss refunds or exchanges in more detail. You can send an email to [info@gazhub.com](mailto:info@gazhub.com) or call 000999999999