

BeereApp Terms of Use

Welcome to Beere App, a product search platform created to help the user save time and money by connecting the customer to multiple vendors simultaneously. The user can select the best product option based on their desired preference. Users can access Beere App by logging on to the platform's website (www.beereapp.com) using any internet-enabled device, mobile, tablet or other applications made available by Beere App.

In this Terms of Use, reference to "**User**", "**You**" or "**Your**" shall mean a User (this shall include vendors and customers) of this Service. The Terms of Use, along with any other agreement that you have executed with us, are each included herein by reference, and form a legally binding contract between you and Beere App regarding your use of this Service. Furthermore, you can also read our Privacy Policy here (www.beereapp.com).

Nature and Applicability of Terms

This Terms of Use (as amended from time to time by Beere App at its sole discretion) govern the use of the Service and upon your acceptance, constitutes a binding agreement between you and Beere App. Please read this Terms of Use carefully before accessing or using the Service. Each time you access or use this Service, you, and if you are acting on behalf of a third party, such as an employer, such third party agrees to be bound by this Terms of Use and our Privacy Policy whether or not you register with us. If you do not agree to be bound by the Terms of Use and our Privacy Policy, you may not access or use our website or the Service. Please review our Privacy Policy, which explains how Beere App handles your personal data when you use this Service. If you agree to each of the Terms of Use and our Privacy Policy, check the "**I ACCEPT**" or "**I AGREE**" button at the bottom of these Terms of Use.

Eligibility for Our Service

By using this Service, you represent and warrant that you or your authorized representative have attained the age of majority where you reside (18 years of age in most jurisdictions) and are otherwise capable of entering into binding contracts, including this Terms of Use. If you are using the Service on behalf of another party or other organization, you represent and warrant that you have authority to act on behalf of that party and to bind that party to this Terms of Use. If you are using this Service on behalf of a party under the age of majority, you certify that you have the authority to use this Service on their behalf.

Accounts and Registration

1. To access the features of this Service, you will be required to register for an account. When you register for an account, you will be required to provide us with some information about yourself (such as your name, date of birth, e-mail address, physical address, phone number, company name or other personal information). Some of this information may be of a confidential nature and may include personally identifiable information or "Personal Data" (all "**Your Information**").

2. If you provide Your Information to us, then you agree to provide true, current, complete and accurate information, and not to misrepresent your identity. You also agree to keep Your Information current and to update Your Information if any of Your Information changes.
3. Our collection, use and disclosure of Your Information is governed by this Terms of Use, our Privacy Policy and any applicable law.
4. Screening Users, Beere App retains the right to screen Users or verify information communicated through the Service. Beere App also retains the right to monitor all communication and information transmitted using our Services. Beere App may, at its sole discretion, take steps to verify your identity and credentials as a service/product vendor at any time. You agree and authorize that we may use and disclose information, including Personal Data about you for such purposes, including making inquiry of third parties concerning your identity and professional and practice credentials. You further authorize such third parties to disclose to us such information as we may request for such purposes, and you agree to hold them and us harmless from any claim or liability arising from the request for or disclosure of such information. Unless otherwise agreed under any other agreement signed by the parties, you agree that we may terminate your access to the Service at any time, without liability to us, if we are unable at any time to determine or verify your qualifications or credentials. You may contact us at (www.beereapp.com) to notify us of inappropriate or illegal conduct or content you encounter on the Service. We will handle all such complaints in keeping with relevant laws of the Federal Republic of Nigeria.

Terms of Use Applicable to All Users

1. Beere App includes the tools, features, functions, and systems to provide a unified ecommerce technology platform for manufacturers, professional vendors, brands, and consumers allowing them to upload, store, retrieve and transmit business-related information, and otherwise maintain a high-performance, digital based, e commerce information system.
2. Access to this Service is granted to you upon the condition that (i) you become a registered User, and that, (ii) You accept and agree to this Terms of Use, our Privacy Policy and any other Agreement when and where appropriate or required.
3. You, at all times, remain solely responsible for the use of the Service by your employees or agents, where applicable, and you agree to hold Beere App harmless for any liability or the consequences to you or your employees or agents resulting from your, or their use of the Service.
4. Any modifications and new features added to the Service are also subject to this Terms of Use.
5. All rights, title and interest in and to the Service and its components (including all software, technology, copyrights and other intellectual property rights) will remain with and belong exclusively to Beere App, unless otherwise agreed under any other agreement signed by the parties.

Control of Personal Data, Additional User Information and User Provided Content

You are in control of your personal data, Additional User Information, and User Provided Content. However, by using the Services, you grant us the right to collect, host, transfer, process, analyze, communicate and store your Personal Data and Additional User Information in order to (a) provide the Services to you and other users, (b) for the purposes described in these Terms and our Privacy

Policy, and (c) for any other purpose to which you hereby agree to, such as sharing with others. Also, by submitting User Provided Content through any channel on the platform, you grant Beere App a sub-licensable, worldwide, royalty-free license to host, store, copy, publish, distribute, provide access to, create derivative works of, and otherwise use such User Provided Content to the extent and in the form or context we deem appropriate on or through any media or medium and with any technology or devices now known or hereafter developed or discovered. This includes the right for Beere App to copy, display, and index your User Provided Content. Beere App will own the indexes it creates. We will also have the right to continue to use your User Provided Content, even if you stop using the Services, but only as necessary for us to provide and improve the Services.

Account Management

Keep Your Password Secure. If you have been issued an account by Beere App in connection with your use of the Services, you are responsible for safeguarding your password and any other credentials used to access that account, even if you authorize other parties in your organization to access your account. You, and not Beere App, are responsible for any activity occurring on your account, including but not limited to incidences where your password has been compromised. If you become aware of any unauthorized access to your account, you should notify Beere App immediately. You shall also conduct internal investigations and where it is determined that such account has been compromised at your instance and shall be solely responsible for the direct losses incurred by Beere App and due to any unauthorized use of your account.

You acknowledge that by allowing your representatives, including your employees, and agents, to access your Beere App account, you are responsible for ensuring such representatives use the Beere App Service for the purposes for which it is intended and no other. While the Service has certain technical safeguards against misuse, you acknowledge the Service will rely to a substantial extent on your responsible use. You agree that we will not be responsible for any unlawful access to or use of the Service by any employee or agent to whom you gave access or login credentials and agree to hold Beere App harmless for any liability or the consequences to you or your employees, or agents, resulting from your, or their use of the Service.

Keep Your Details Accurate. Beere App may send notices to the email address or text messages to your mobile phone registered with your account. You must keep your email address, mobile phone number and, where applicable, your contact details and payment details associated with your account current and accurate.

Breach Notification Policy

If you suspect or learn that the security of the Service and the data contained therein has been breached or compromised, you agree to immediately notify us at www.beereapp.com. You agree that the User, and not Beere App, shall be responsible for the legal consequences for failing to comply with Beere App's Breach Notification Policy and you shall hold Beere App free from any liability arising from such failure to provide notification following the breach or compromise of the Service data.

Exporting Information from the Service; Training and Compliance

Users are solely responsible for any applicable compliance with laws governing the privacy and security of personal data, or other sensitive data. As a User of our Service, you acknowledge and agree that you are solely responsible for any user-related information exported from the Beere App Service by you, your employees, or any other third party that you allow access using your account.

Data Retention

You are responsible for complying with all applicable laws and regulations related to retention of user data and records, user access and amendment to information, and any user authorization to release data where applicable.

Cancellation and Refund Policy

We shall not be liable, whatsoever, for any refunds to users that may arise from cancellation or inability to meet an appointment or cancellations through the use of our service by vendors. This shall be the responsibility of the vendor to deal with.

Your License, Access, and Use of our Services

Access to our Services may not be available in all locations. You are only entitled to access and use our Services only for lawful purposes and pursuant to the terms and conditions of this Terms of Use and our Privacy Policy. Any action by you that, i) violates the terms and conditions of this Terms of Use and/or the Privacy Policy; (ii) restricts, inhibits or prevents any access, use or enjoyment of our Services; or (iii) through the use of our Services, defames, abuses, harasses, offends or threatens others, shall not be permitted, and may result in your loss of the right to access and use our Services if so determined by any applicable law.

The rights granted to you in these Terms are subject to restrictions. You therefore agree that you shall not and shall not encourage or authorize any third party to directly or indirectly: (i) copy, publish, distribute, license, sublicense, sell, resell, rent, lease, transfer, assign, host, or otherwise commercially exploit the Services including as a service bureau or outsourcing offering or otherwise access or use the Service other than as expressly permitted hereunder; (ii) modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Services; (iii) access the Services in order to build a similar or competitive Service; and (iv) except as expressly stated herein, no part of the Services may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means. Any future release, update, or other addition to functionality of the Services shall be subject to these Terms.

Furthermore, you agree that you will not use any robot, spider, scraper, deep link or other similar automated data gathering or extraction tools, program, algorithm or methodology to access, acquire, copy or monitor our Services or any portion of our Services or for any other purpose, without our prior written permission. Additionally, you agree that you will not: (i) copy, reproduce, modify, create derivative works from, distribute or publicly display any content (except for your personal information) from our Services without our prior written permission and the appropriate third party, as applicable; (ii) interfere or attempt to interfere with the proper working of our Services or any activities conducted on our Services; (iii) bypass any robot exclusion headers or other measures we

may use to prevent or restrict access to our Services, or (iv) interfere or disrupt the Service or servers or networks connected to the Service, including by transmitting any worms, viruses, spyware, malware or any other code of a destructive or disruptive nature.

Information Accuracy

We attempt to ensure that information on this Service is complete, accurate and current. Despite our best efforts, the information on our Service may occasionally be inaccurate, incomplete, or out of date. We make no representation, warranty, or guarantee regarding the reliability, completeness, accuracy, or currency of any information on the Service.

Furthermore, information on the Service may contain typographical errors, inaccuracies, or omissions. We reserve the right to correct or make changes to such information at any time without notice. Provided that such changes shall not affect the user's ability to access or use the Service.

User Content Rights and Related Responsibilities; License

"User Content" means, without limitation, any messages, texts, digital files, images, photos, personal profile, artwork, videos, audio, comments, feedback, suggestions and documents, or any other content you upload, transmit or otherwise make available to Beere App and its users via the Services. We may, at our sole discretion, permit you to, from time to time, to submit, upload, publish or otherwise make available to us through the Services any User Content. You represent and warrant that you own or otherwise control the rights to your User Content and that each and every part thereof, is an original work by you, or you have obtained all rights, licenses, consents and permissions necessary in order to use those parts at any and all times. You further agree to indemnify Beere App and its affiliates for all claims arising from or in connection with any claims to any rights in your User Content or any damages arising from your User Content.

By submitting User Content on or through the Service, you grant Beere App a perpetual, irrevocable, transferable, assignable, worldwide, non-exclusive, royalty-free license (with the right to sublicense through multiple tiers) to access, use, re-use, reproduce, transmit, print, publish, display, exhibit, distribute, re-distribute, copy, host, store, cache, archive, index, categorize, comment on, broadcast, stream, download, edit, alter, modify, adapt, translate, create derivative works based upon and publicly perform such User Content without attribution, and without the requirement of any permission from or payment to you or to any other person or entity, in any manner including, without limitation, for commercial, publicity, trade, marketing, promotional, or advertising purposes, and in any and all media now known or hereafter devised, in accordance with applicable laws.

For us to provide the Service to you, we require that you grant us certain rights with respect to User Content, including the ability to manipulate, process, store and copy User Content in order to provide our Services. Your acceptance of this Terms of Use gives us the permission to do so and grants us any such rights necessary to provide the Service to you.

Beere App expressly disclaims any liability for the loss or damage to any User Content or any losses or damages you incur as a result of the loss or damage of any User Content. It is your responsibility to back-up any User Content to prevent its loss.

You are solely responsible for your User Content, including, without limitation, comments and feedback.

Beere App may block, remove or return any User Content at any time for any reason whatsoever, or for no reason at all. We are not responsible for the authenticity, accuracy, completeness, appropriateness, or legality of User Content.

User warrants and agrees not to: (i) publish falsehoods or misrepresentations that could cause injury, loss or damage to Beere App or any third party; (ii) submit material that is unlawful, obscene, lewd, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, violent, or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law, or is otherwise inappropriate or objectionable; (iii) post advertisements or solicitations of business; (iv) impersonate another person; or (v) submit material that is copyrighted, protected by trade secret or otherwise subject to third party intellectual property or proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post the material and to grant Beere App all of the license rights granted herein.

Notwithstanding the foregoing, Beere App assumes no responsibility for monitoring the Service for inappropriate content or modifying or removing such content from the Service.

Interruption of Service

Unless otherwise stated in a separate written agreement, whether a service level agreement or otherwise, between you and Beere App, your access and use of our Services may be interrupted for any of several reasons, including, without limitation, the malfunction of equipment, periodic updating, maintenance or repair of our Services or other actions that we, may elect to take.

Third Party Links, Services and Content

The Service may contain features, services and functionalities linking you to, or providing you with access to third party services and content, websites, directories, servers, networks, systems, information, databases, applications, software, programs, courses, services, and the Internet as a whole. Because we have no control over such sites and resources, we are not responsible for the availability of such external sites or resources, and do not endorse and are not responsible or liable for any content, advertising, courses or other materials on or available from such sites or resources. When you visit or use a third party's website, you agree to read and consent to the third party's Terms of Use and Privacy Policy and you release us from any liability.

Software

Any software made available to you in connection with the Services is provided to you for the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by Beere App, in the manner permitted by these terms. You may not copy, modify, distribute, sell, or lease any part of our Services or software, nor may you reverse engineer or attempt to extract the source code of any such software.

Any software we make available to you is subject to applicable export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software.

Disclaimers; No Warranties

SAVE AS OTHERWISE AGREED IN WRITING BY PARTIES, Beere App DOES NOT WARRANT THAT THE SERVICES OR THE SERVERS THAT MAKE THE SERVICE AVAILABLE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT ANY PRODUCT DESCRIPTION OR OTHER CONTENT OFFERED AS PART OF THE SERVICES, ARE ACCURATE, RELIABLE, CURRENT OR COMPLETE.

YOU EXPRESSLY AGREE THAT YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. IF YOU DOWNLOAD ANY CONTENT ON THE SERVICE, YOU DO SO AT YOUR OWN DISCRETION AND RISK. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH CONTENT THROUGH THE SERVICE.

LIMITATION OF LIABILITY

Beere App SHALL NOT BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE, MULTIPLE OR OTHER INDIRECT DAMAGES ARISING IN CONNECTION WITH THIS AGREEMENT OR THE DATA, INCLUDING, WITHOUT LIMITATION, FOR LOSS OF PROFITS, LOSS OF USE, LOSS OF DATA OR LOSS OF OPPORTUNITIES, WHETHER BASED ON WARRANTY, CONTRACT, TORT, STATUTE, STRICT LIABILITY OR OTHERWISE, EVEN IF REASONABLY FORESEEABLE.

THE MAXIMUM AGGREGATE LIABILITY OF Beere App FOR ALL CLAIMS HEREUNDER, CUMULATIVELY, SHALL BE EQUAL TO THE AMOUNTS PAID TO Beere App BY USERS FOR THE SERVICE OR ANY OTHER MAXIMUM AMOUNT SET FORTH IN A SEPARATE WRITTEN AGREEMENT BETWEEN YOU AND Beere App.

THE EXCLUSIONS AND LIMITATIONS OF THESE TERMS OF USE SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

APPLICABLE LAW AND DISPUTE SETTLEMENT

1. You agree that this Terms of Use and any contractual obligation between Beere App and User will be governed by the laws of the Federal Republic of Nigeria.
2. If a dispute or difference arises as to the validity, interpretation, effects or rights and obligations of the Parties under these Terms of Use, the Parties shall use their best endeavor to reach an amicable settlement of dispute.
3. If any such dispute is not settled between the Parties within fourteen (14) days, the Parties agree to submit such dispute to Mediation at the Lagos State Multi-Door Courthouse (LMDC) for resolution under the provisions of Lagos State Multi-Door Courthouse (LMDC) Law 2007.]

CONTACT INFORMATION

If a User has any questions concerning Beere App, the Website or application, this Terms of Use or anything related to any of the foregoing, Beere App User support can be reached at the following email address: customerservice@beereapp.com

Last updated: March 28, 2023