

# Onedotstores Terms and Conditions

## 1. GENERAL

1.1. By installing the Application or registering on this website (as defined below), you agree to be bound by these terms of use (“terms”). Please review them carefully before installation and/or acceptance.

## 2. DEFINITIONS

The “Application” shall mean the software provided by Onedotstores to offer services related to Onedotstores, Onedotstores’s services and its partners’ services, to be used on Apple iOS and Android OS devices and any upgrades from time to time and any other software or documentation which enables the use of the Application.

## 3. DATA PROTECTION

Any personal information you supply to Onedotstores when using the Application/website will be used by Onedotstores in accordance with her Privacy Policy.

## 4. ONEDOTSTORES.COM

The Application allows you to access certain functionality available on the onedotstores.com website. Such access will be governed by the Onedotstores Website Terms & Conditions.

## 5. PROPRIETARY RIGHTS AND LICENCE

5.1. All trademarks, copyright, database rights and other intellectual property rights of any nature in the Application together with the underlying software code are owned either directly by Onedotstores or by Onedotstores’s licensors.

5.2. Onedotstores hereby grants you a worldwide, non-exclusive, royalty-free revocable licence to use the Application for your business and personal use in accordance with these terms.

## 6. CONDITIONS OF USE

6.1. You will not, nor allow third parties on your behalf to (i) make and distribute copies of the Application (ii) attempt to copy, reproduce, alter, modify, reverse engineer, disassemble, decompile, transfer, exchange or translate the Application; or (iii) create derivative works of the Application of any kind whatsoever.

6.2. The Application is currently made available to you free of charge for your personal, non-commercial use. Onedotstores reserves the right to amend or withdraw the Application, or charge for the application or service provided to you in accordance with these terms, at any time and for any reason.

6.3. You acknowledge that the terms of agreement with your respective mobile network provider (‘Mobile Provider’) will continue to apply when using the Application. As a result, you may be charged by the Mobile Provider for access to network connection services for the duration of the connection while accessing the Application or any such third party charges as may arise. You

accept responsibility for any such charges that arise.

6.4. If you are not the bill payer for the mobile telephone or handheld device being used to access the Application, you will be assumed to have received permission from the bill payer for using the Application.

6.5 You agree to notify Onedotstores when items ordered are rejected/returned (kindly read our return policy) at delivery. Items confirmed received are assumed to be accepted.

6.6 Onedotstores will charge you 2% (two percent) commission for service rendered.

6.7 You agree that it is your responsibility to pay for delivery of items purchased at onedotstores.com at varying cost depending on location (within Lagos)

6.8 You agree to confirm receipt of goods when delivered to you by providing the delivery man with purchase code or scanning barcode. Onedotstores reserves the right to terminate your use of this application/website should you fail to comply.

## **7. AVAILABILITY**

7.1. The Application is available to handheld mobile devices running Apple iOS and Android OS Operating Systems. Onedotstores will use reasonable efforts to make the Application available at all times. However you acknowledge the Application is provided over the internet and mobile networks and so the quality and availability of the Application may be affected by factors outside Onedotstores's reasonable control.

7.2. Onedotstores, its group of companies and sub-contractors do not accept any responsibility whatsoever for unavailability of the Application, or any difficulty or inability to download or access content or any other communication system failure which may result in the Application being unavailable.

## **8. SYSTEM REQUIREMENTS**

8.1. In order to use the Application, you are required to have a compatible mobile telephone or handheld device, internet access, and the necessary minimum specifications ('Software Requirements').

8.2. The Software Requirements are as follows: Apple iOS devices running iOS 4 or latter version, and Android OS devices running Android OS 5.0 or latter version; Language: English.

8.3. The version of the Application software may be upgraded from time to time to add support for new functions and services.

## **9. TERMINATION**

9.1. Should you go against the terms and conditions of the app, Onedotstores may terminate your use of the Application at any time by giving your prior notice 9.2. Upon any termination, (a) the rights and licenses granted to you herein shall terminate; (b) you must cease all use of the Software; (c) to re-activate use of this software, you shall pay penalty fee specified as applicable to reason for termination

## **10. LIMITATION OF LIABILITY**

10.1. In no event will Onedotstores be liable for any direct, indirect, special, punitive, exemplary or consequential losses or damages of whatsoever kind arising out of your use or access to the Application, including loss of profit or the likes whether or not in the contemplation of the parties, whether based on breach of contract, tort (including negligence), product liability or otherwise.

10.2. Onedotstores is not liable to you for any damage or alteration to your equipment including but not limited to computer equipment, handheld device or mobile telephones as a result of the installation or use of the Application.

10.3. Nothing in this App terms shall exclude or limit Onedotstores's liability for death or personal injury caused by negligence or for fraud or fraudulent misrepresentation or any other liability which cannot be excluded or limited under applicable law.

## **11. DISCLAIMER OF WARRANTIES**

To the maximum extent permitted by law, and for the avoidance of doubt, Onedotstores hereby disclaims all implied warranties with regard to the Application. The Application and software are provided "as is" and "as available" without warranty of any kind.

If we make any material changes to this Terms and Conditions, we will notify you either through the email address you have provided us, or by placing a prominent notice on our website/application.

## **Contact Us**

If you have any questions about this terms and conditions, please contact us via [cs@onedotstores.com](mailto:cs@onedotstores.com), [care@onedotstores.com](mailto:care@onedotstores.com)