

Bellfast Terms of Service

Last updated 20th February 2025

AGREEMENT TO TERMS

These Terms of Use constitute a legally binding agreement made between you, whether personally or on behalf of an entity ("You",) and, Bellfast Services Limited ("**Bellfast**", "**We**", "**Us**", or "**Our**"), a private limited liability company incorporated under the laws of the Federal Republic of Nigeria.

These terms govern your use and access of the (insert website) website platform, the Bellfast Application (Bellfast App) and any other media form, media channel, mobile website platform or mobile application related, linked, or otherwise connected thereto (collectively, the "**Bellfast Platform**").

The Bellfast Platform is a web-based and mobile app-based bidirectional marketplace that enables you to interact with artisans and service providers to obtain services (as a client) and consumers (as a service provider) (the "Services").

By using the Services, you agree to be bound by the terms.

DEFINITIONS

"**You**" and "**Your**" refer to the person who uses or accesses the Services.

"**We**", "**Us**", or "**Our**" refer to Bellfast and its affiliates, successors and assignees.

"**Bellfast Account**" as used in these Terms, refer to the account you have with us for the Services.

"**Client**" or "**Customer**" refers to individuals (and/or businesses) seeking service providers.

"**Service Providers**" refer to individuals/businesses offering their services to clients.

"**Your Information**" refers to any information and materials you provide to the company and other Users in connection with your registration for and use of the Service, including without limitation that posted or transmitted for use in the Public domain.

"**Clients**" and "**Service Providers**" hereinafter shall be jointly referred to as "**Users**."

If you agree on the terms of a Service with another User, you and such other User form a Service Agreement directly between the two of you as set forth herein.

SERVICE

The Bellfast Platform acts as a facilitator, bringing together service-seeking clients and Service Providers from many fields. With the use of this technology platform, Users can procure specialty services from a variety of skilled craftsmen, artisans and service providers for a fair price.

DISCLAIMER

Service Providers are deemed as independent contractors of Clients and are not employees, partners, representatives, agents, joint venturers, independent contractors or franchisees of Bellfast.

Bellfast does not perform the Services and does not employ individuals to perform them. By connecting people and businesses seeking services with service providers, Bellfast operates as an online marketplace.

Users hereby acknowledge that Bellfast does not supervise, scope, direct, control or monitor a service provider's work and expressly disclaims (to the extent permitted by law) any responsibility and liability for the work performed and the service in any manner, including but not limited to a warranty or condition of good and workmanlike services, warranty or condition of quality or fitness for a particular purpose, or compliance with any law, statute, ordinance, regulation, or code.

Any mention of a Service Provider being licensed or credentialed in some way on the Bellfast Platform, or "badged," "reliable," "reliability rate," "elite," "great value," "background checked," or "vetted" (or similar language) designations, does not signify anything other than the fact that the Service Provider has gone through the necessary account registration steps and/or met the required standards. Any such description is not an endorsement, certification, or guarantee by Bellfast of the abilities or credentials of such Service Provider or that they are authorised, insured, dependable, safe, or appropriate. Instead, any such description is intended to be useful information for Clients to evaluate when they make their own decisions about the identity and suitability of Service Providers whom they select, interact, or contract with via the Bellfast Platform.

The Bellfast Platform enables connections between Users for services. Bellfast is not responsible for the performance or communications of Users, nor does it have control over the quality, timing, legality, failure to provide, or any other aspect whatsoever of Service, Service Providers, or Clients, nor of the integrity, responsibility, competence, qualifications, or any of the actions or omissions whatsoever of any Users, or of any ratings or reviews provided by Users with respect to each other.

Bellfast makes no warranties or representations about the suitability, reliability, timeliness, or accuracy of the Services requested or Services provided by, or the communications of or between Users identified through the Bellfast Platform, whether in public or private, via on- or off-line interactions, or otherwise howsoever.

USER REGISTRATION

To access the features of the Bellfast platform, you may be required to register and create an account. When creating an account, you agree to provide accurate, complete, and up-to-date information about yourself as prompted by the registration form. You will also choose a username and password. You are responsible for maintaining the confidentiality of your account information and for all activities that occur under your account.

You agree to immediately notify the platform of any unauthorized use of your account or any other breach of security. The platform will not be liable for any loss or damage arising from your failure to comply with this provision.

The platform reserves the right to terminate your account at any time and for any reason, with or without notice, and without liability to you. You may also terminate your account at any time by discontinuing your use of the platform and by contacting the platform to request termination.

USER REPRESENTATIONS AND WARRANTIES

By using Bellfast Platforms, you represent and warrant that:

- a. You have the right, authority, and capacity to enter into this agreement and to abide by all its terms and conditions.

- b. You are at least 18 years of age or have obtained parental or guardian consent to use the platform.
- c. The information you provide to us is accurate, complete, and up-to-date.
- d. You will use the platform only for lawful purposes and in accordance with the Terms of Use.
- e. You will not use the platform to engage in any illegal, fraudulent, or harmful activity, or to infringe upon the rights of others.
- f. You will act professionally and responsibly in your interactions with other Users.
- g. You will not interfere with the proper functioning of the platform or attempt to gain unauthorized access to the platform or its related systems or networks.
- h. You understand that the platform may contain proprietary and confidential information and that you will not use such information for any unauthorized purpose.
- i. You acknowledge and agree that all content and materials available through the platform, including but not limited to text, software, music, sound, photographs, video, graphics, and the like (collectively referred to as "Content"), are protected by copyright, trademark, patent, or other proprietary rights and laws.
- j. You will not modify, publish, transmit, participate in the transfer or sale of, create derivative works from, or in any way exploit, any of the Content, in whole or in part, except as expressly permitted in these Terms of Use or as otherwise permitted by law.
- k. You will respect user privacy (including without limitation private, family, and home life), property rights, and data protection rights. You will not record (whether video or audio or otherwise) any Service or any interaction by or with any User and/or Bellfast in connection with the Bellfast Platform without Bellfast's and/or the relevant User's prior written consent, as applicable.
- l. Services shall be performed only in states/countries where the Bellfast Platform has a presence.
- m. You agree to keep your promises made to other Users, to communicate in a clear and timely manner in chat threads, to show up and/or be available at the time set by your Service Provider or Client, as applicable, and to only use third-party payment service providers that Bellfast has approved or specified in order to make or receive payments for services rendered through the Bellfast Platform.

- n. When you enter into this Agreement on behalf of a company or other organization, you represent and warrant that you have authority to act on behalf of that entity and to bind that entity to this Agreement.
- o. You don't have any intentions or interests that Bellfast might reasonably want to be aware of in relation to the Bellfast Platform, including without limitation if you plan to use the Bellfast Platform for any journalistic, academic, investigative, or illegal purposes, aside from what has been fully and promptly disclosed in writing to Bellfast.

Service Providers additionally represent and warrant that:

- a. When using the Bellfast Platform, you are operating as a sole proprietor, partnership, limited liability company, limited liability partnership, corporation or other registered business entity;
- b. You are customarily engaged in an independently established business of the same nature as the services performed for Clients through the Bellfast Platform, and maintain an independent clientele.
- c. You have the unrestricted right to work in the jurisdiction in which you will be performing Services.
- d. If the Service is performed in a jurisdiction that requires you to have a business license or business tax registration, you have the required business license or business tax registration.
- e. You are responsible for identifying and obtaining any required licenses, permits, or registrations before offering services and undertaking Services;
- f. You have any and all insurance required to operate your business and provide your services.
- g. You will use your real name or business name and an up-to-date photo on your profile.
- h. You will honour your commitments to other Users on the Platform, including by responding to invitations promptly; performing the Service (s) as agreed upon with your Client; and providing timely, high-quality services to your Clients.
- i. You will only offer and provide services for which you have the necessary skills and expertise and provide those services safely and in accordance with all applicable laws.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Bellfast Platform (or any portion thereof).

For the purpose of this Agreement, “Unauthorized Purpose” include, but is not limited to the following: intoxicants of any sort; illegal drugs or other illegal products; games of chance; and pornography or graphic adult content, images, or other adult products.

Postings of any unauthorized products or content may result in immediate termination of your account and a lifetime ban from the use of the Bellfast Platform.

SERVICE PROVIDER BACKGROUND CHECKS

Service Providers may be subject to a review process before they can register for and during their use of the Bellfast Platform, which may include but is not limited to identity verification and criminal background checks, using third-party services as appropriate (“**Background Checks**”).

Although Bellfast third party (**Verify Me**) may conduct Background Checks, Bellfast cannot verify that any User is who they say they are, and Bellfast cannot and does not assume any responsibility for the accuracy or reliability of Background Check data.

You should use caution and good judgement while communicating with other Users to safeguard your personal safety, private information, and property, just as you would when talking with strangers. Bellfast disclaims all responsibility for any inaccurate or deceptive claims made by users of the Bellfast Platform.

CONTRACT BETWEEN CLIENTS AND SERVICE PROVIDERS

You acknowledge and agree that a legally binding contract with another User (the “**Service Agreement**”) is formed when you and that User agrees on the terms of a Service. The terms of the Service Agreement include the terms set forth herein, the engagement terms proposed and accepted on the Bellfast Platform, and any other contractual terms accepted by both the Service Provider and their Client to the extent

such terms do not conflict with the terms in this Agreement and do not expand Bellfast's obligations or restrict Bellfast's rights under this Agreement.

Bellfast is not a party to any Service Agreement and the formation of a Service Agreement will not, under any circumstances, create an employment or other service relationship between Bellfast and the Service Provider, nor will it create an employment relationship between the Client and the Service Provider. Users do not have the authority to enter into written or oral — whether implied or express — contracts on behalf of Bellfast.

Where approved in advance by the Client, the Service Provider is not obligated to personally perform the Service. Service Providers may engage assistants, helpers, subcontractors or other personnel (collectively "**Service Provider Assistants**"). For safety reasons, such Service Provider Assistants shall have been registered through the Bellfast Platform. A Service Provider's failure to comply with this provision shall be a violation of these Terms of Service and could lead to removal from the Bellfast Platform.

The Service Provider assumes full and sole responsibility for the acts and omissions of such Service Provider Assistants and is fully responsible for the lawful payment of all compensation, benefits and expenses of Service Provider Assistants if any, and for all required and applicable tax withholdings as to such Service Provider Assistants. Clients are responsible for confirming with their Service Provider that any Service Provider Assistants are registered Service Providers on the Bellfast Platform.

Clients using the Bellfast Platform decide whether or not they will be present while a Service is rendered at their exclusive discretion. Clients consent to designating a third party as their agent ("Client's Agent") if they authorise the booking of the Service on their behalf or show up in their place when the Service is rendered. The Service Provider is then free to take the Client's Agent's instructions as seriously as if they had come directly from the Client. If you are a Client's Agent and accessing and using the Bellfast Platform on behalf of a Client, you represent that you have the authority to act as their agent and to bind that person as the principal to all provisions of the Terms of Service.

Any relevant waiver of the Client's direction, instructions, or scope for the Service Provider's work or performance of the Service in the Client's place may be approved by the Client's Agent. Client acknowledges that any such direction or waiver is valid against Client and Client's Agent, and Client agrees to be held accountable and

responsible for all such direction or waiver as though it had been made by Client directly. The client assumes full and sole responsibility for the acts and omissions of Client's Agents.

For all services listed on the Bellfast Platform, the Client is responsible for paying their Service Provider(s) in full at the prices stipulated by the parties in the Service Agreement. Each User certifies their intent to abide by the terms of the Service Agreement and this Agreement during the engagement, performance, and completion of a Service.

BILLING AND PAYMENT

The Client, and not Bellfast, is responsible for payment for all services received through the Bellfast Platform.

Bellfast platforms operate a wallet system for payments, where payments are held in escrow until the Customer confirms that the Service provider has satisfactorily completed the work/service. The Client agrees to pay the full amount of the service through Bellfast's adopted payment system, and the payment shall be released to the service provider once the customer confirms that the work has been completed satisfactorily.

Bellfast reserves the right to hold payments in escrow for a reasonable period of time to ensure that the customer and service provider are satisfied with the services provided.

Upon completion of service, the service provider is to inform the client and Bellfast of the completion through the platform. Once this prompt is received, the client is expected to authorize payment release to the service provider or contend the confirmation of claim, where necessary. Bellfast reserves the right to release funds to the service provider and permit the transaction to close if neither action is taken within 24 hours (during regular business hours).

Bellfast reserves the right (but not the obligation) to halt any Service Payments, issue refunds, or make arrangements for the payment processor company to do so upon request from the Client or Service Provider or upon knowledge of any potential fraud, unauthorised charges, or other misuses of the Bellfast Platform.

DISPUTE

Timeframe for Raising Disputes: Customers must submit any disputes within 24 hours of the service completion. Failure to do so will automatically release funds to the service providers.

Charges for Disputes: Service providers will incur charges for any disputes raised against them, provided the outcome is not in their favor.

Impact on Payments: If funds related to a dispute have already been released, any applicable charges will be deducted from the service provider's next payment for their job.

Dispute Resolution Timeline: A thorough investigation will be conducted in case of a dispute arising from a transaction. The timeline for this investigation shall not exceed 10 working days from the date the dispute is formally raised. Following the conclusion of the investigation, a decision regarding payment will be communicated accordingly.

REFUND POLICY

Upon cancellation of a request, the refund will be automatically processed into the initial mode of payment within 1-7 working days.

Bellfast would not be responsible for any agreement made by the parties for prior payment of materials for jobs which require materials to be obtained for the job to be done. A User must exercise due carefulness when entrusting money for materials into the hands of a Service Provider.

Thus, refund on cancellation of a request only covers the charges agreed upon under decided amount on Bellfast Platform and that has been deducted from the User's account through our payment gateway.

Users of the Bellfast Platform may be liable for any taxes or similar charges (including VAT, if applicable) required to be collected and/or paid on the Services and/or fees provided under the Agreement.

PROHIBITED ACTIVITIES

The Bellfast Platform may only be accessed and used for the purposes for which it is made available by us. It is prohibited to utilise the Bellfast Platform in connection with any commercial endeavours unless those endeavours have our express endorsement or approval.

As a user of the Bellfast Platform, you agree not to:

- i. Systematically retrieve data or other content from the Bellfast Platform to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
- ii. Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords.
- iii. Circumvent, disable, or otherwise interfere with security-related features of the Bellfast Platform, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Bellfast Platform and/or the Content contained therein.
- iv. Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Bellfast Platform.
- v. Use any information obtained from the Bellfast Platform in order to harass, abuse, or harm another person.
- vi. Make improper use of our support services or submit false reports of abuse or misconduct.
- vii. Use the Bellfast Platform in a manner inconsistent with any applicable laws or regulations.
- viii. Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Bellfast Platform or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Services.
- ix. Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
- x. Delete the copyright or other proprietary rights notice from any Content.
- xi. Attempt to impersonate another user or person or use the username of another user.
- xii. Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism,

including without limitation, clear graphics interchange formats (“gifs”), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as “Spyware” or “Passive Collection Mechanisms” or “PCMs”).

- xiii. Interfere with, disrupt, or create an undue burden on the Bellfast Platform or the networks or services connected to the Bellfast Platform.
- xiv. Harass, annoy, intimidate, or threaten any of our employees or agents.
- xv. Attempt to bypass any measures of the Bellfast Platform designed to prevent or restrict access to the Bellfast Platform, or any portion of the Bellfast Platform.
- xvi. Copy or adapt the Bellfast Platform’s software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
- xvii. Except as permitted by applicable law, decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Bellfast Platform.
- xviii. Except as may be the result of a standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Bellfast Platform, or using or launching any unauthorized script or other software.
- xix. Make any unauthorized use of the Bellfast Platform, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited emails, or creating user accounts by automated means or under false pretences.
- xx. Use the Bellfast Platform as part of any effort to compete with us or otherwise use the Bellfast Platform and/or the Content for any revenue-generating endeavour or commercial enterprise.
- xxi. Sell or otherwise transfer your profile.

ACCOUNT, PASSWORD, SECURITY AND MOBILE PHONE USE

You are obligated to maintain the privacy of all your personal information, financial details, and guarantor details because you will be completely responsible for any risks that may arise as a result of any disclosure made by you. All actions taken in connection with your account are entirely your responsibility. Any unauthorised use

of your account on the website or any invasion of privacy must be reported to Bellfast management immediately.

You hereby positively consent to our usage of your mobile phone number for calls and texts in order to carry out and enhance the Service by providing your mobile phone number and using the Service. The company will not assess any charges for calls or texts, but standard message charges or other charges from your wireless carrier may apply.

MOBILE APP UPDATES AND UPGRADES

By installing the Bellfast App ("**The App**"), you consent to the installation of the App and any updates or upgrades that are released through the Bellfast Platform. The App (including any updates or upgrades) may

- (i) cause your device to automatically communicate with Bellfast's servers to deliver the App functionality and to record usage metrics,
- (ii) affect App-related preferences or data stored on your device, and
- (iii) collect personal information as set out in our Privacy Policy.

You can uninstall the App(s) at any time.

MOBILE APPLICATION LICENSE - USE

If you access the Services via a mobile application, then we grant you a revocable, non-exclusive, non-transferable, limited right to install and use the mobile application on wireless electronic devices owned or controlled by you, and to access and use the mobile application on such devices strictly in accordance with the terms and conditions of this mobile application license contained in these Terms of Use. You shall not:

- a) except as permitted by applicable law, decompile, reverse engineer, disassemble, attempt to derive the source code of, or decrypt the application;
- b) make any modification, adaptation, improvement, enhancement, translation, or derivative work from the application;
- c) violate any applicable laws, rules, or regulations in connection with your access or use of the application;

- d) remove, alter, or obscure any proprietary notice (including any notice of copyright or trademark) posted by us or the licensors of the application;
- e) use the application for any revenue-generating endeavour, commercial enterprise, or other purposes for which it is not designed or intended;
- f) make the application available over a network or other environment permitting access or use by multiple devices or users at the same time;
- g) use the application for creating a product, service, or software that is, directly or indirectly, competitive with or in any way a substitute for the application;
- h) use the application to send automated queries to any website platform or to send any unsolicited commercial e-mail; or
- i) use any proprietary information or any of our interfaces or our other intellectual property in the design, development, manufacture, licensing, or distribution of any applications, accessories, or devices for use with the application.

SUBMISSIONS

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information regarding Bellfast Platforms ("Submissions") provided by you to us are non-confidential and shall become our sole property. We shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any lawful purpose, commercial or otherwise, without acknowledgement or compensation to you. You hereby waive all moral rights to any such Submissions, and you hereby warrant that any such Submissions are original to you or that you have the right to submit such Submissions. You agree there shall be no recourse against us for any alleged or actual infringement or misappropriation of any proprietary right in your Submissions.

BELLFAST PLATFORM MANAGEMENT

We reserve the right, but not the obligation, to:

- a. monitor the Bellfast Platform for violations of these Terms of Use;
- b. take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms of Use, including without limitation, reporting such user to law enforcement authorities;

- c. in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof;
- d. in our sole discretion and without limitation, notice, or liability, to remove from Bellfast Platform or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems; and
- e. otherwise manage Bellfast Platform in a manner designed to protect our rights and property and to facilitate the proper functioning of the Bellfast Platform.

PRIVACY POLICY

Data security and privacy are important to us. By using the Bellfast Platform, you accept the terms of our posted privacy policy, which is a part of these terms of use. Nigeria is where Bellfast Platforms are hosted. By continuing to use the Bellfast Platform, you are transferring your data to Nigeria and agreeing to have it transferred to and processed in Nigeria if you access the platforms from any other part of the world where the laws or other requirements governing personal data collection, use, or disclosure differ from those that apply in Nigeria.

COPYRIGHT INFRINGEMENTS

We honour other people's rights to their intellectual property. Please contact us right away using the details provided below (a "Notification") if you believe that any content accessible on or via the Bellfast Platform violates any copyright you may have. The individual who posted or stored the content mentioned in your notification will receive a copy of it.

Please be aware that if you make serious misrepresentations in a Notification, you may be held accountable for damages under relevant law. Therefore, if you are unsure if any content found on or linked to by the Bellfast Platform violates your copyright, you should think about speaking with a lawyer first.

USER-GENERATED CONTENT

"User-Generated Content" is defined as any information and materials you provide to Bellfast, its agents, affiliates, and corporate partners, or other Users in connection with your registration for and use of the Bellfast Platform and participation in

Bellfast promotional campaigns, including without limitation the information and materials posted or transmitted for use in Public Areas.

User-Generated Content is totally your responsibility, and we just serve as a passive conduit for the online distribution and publication of your User-Generated Content.

You acknowledge and agree that Bellfast is not a party to the conception, design, or development of User-Generated Content, that Bellfast disclaims all liability for User-Generated Content, and that Bellfast is not responsible for User-Generated Content or related claims. Additionally, you acknowledge and agree that Bellfast is under no duty to monitor or evaluate User-Generated Content, but that Bellfast does reserve the right to restrict or remove User-Generated Content that violates this Agreement.

You hereby represent and warrant to Bellfast that your User Generated Content:

- a) will not be false, inaccurate, incomplete or misleading;
- b) will not be fraudulent or involve the transfer or sale of illegal, counterfeit or stolen items;
- c) will not infringe on any third party's privacy, or copyright, patent, trademark, trade secret or other proprietary right or rights of publicity or personality (to the extent recognized by law in the country where the Service is performed);
- d) will not violate any law, statute, ordinance, code, or regulation (including without limitation those governing export control, consumer protection, unfair competition, anti-discrimination, incitement of hatred or false or misleading advertising, anti-spam or privacy);
- e) will not be defamatory, libelous, malicious, threatening, or harassing;
- f) will not be obscene or contain pornography (including but not limited to child pornography) or be harmful to minors;
- g) will not contain any viruses, scripts such as Trojan Horses, SQL injections, worms, time bombs, corrupt files, cancelbots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information;
- h) will not claim or suggest in any way that you are employed or directly engaged by or affiliated with Bellfast or otherwise purport to act as a representative or agent of Bellfast; and

- i) will not create liability for Bellfast or cause Bellfast to lose (in whole or in part) the services of its Internet Service Providers (ISPs) or other partners or suppliers.

The Bellfast Platform hosts User Generated Content relating to reviews and ratings of specific Service Providers ("**Review**").

The opinions expressed by a User "**Feedback**" are those of the User, not Bellfast, and they have not been reviewed or approved by Bellfast. You acknowledge that any Feedback and other User Generated Content are not Bellfast's responsibility or liability. Bellfast encourages every User to provide honest, unbiased, and helpful feedback about the other Users they have interacted with.

Bellfast is not obligated to investigate any remarks posted by Users for accuracy or reliability or to consider any statements or materials posted or submitted by Users about any Feedback but may do so at its discretion.

You agree that Feedback enables Users to post and other Users to read about Users' expressions of their experiences and that you will not complain or take any action merely because you happen to disagree with such Feedback.

You may request the removal of a review that violates this Agreement by contacting the Support team at support@Bellfast.co Each Client should undertake their own research prior to booking to be satisfied that a specific Service Provider has the right qualifications for a Service .

Bellfast respects the personal and other rights of others and expects Users to do the same. Bellfast is entitled to identify a User to other Users or to third parties who claim that their rights have been infringed by User Generated Content submitted by that User, so that they may attempt to resolve the claim directly.

If a User believes, in good faith, that any User Generated Content provided on or in connection with the Bellfast Platform is objectionable or infringes any of its rights or the rights of others (e.g. counterfeiting, insult, invasion of privacy), the User is encouraged to notify Bellfast. If a User discovers that User-Generated Content promotes crimes against humanity, incites hatred and/or violence, or concerns child pornography, the User must notify Bellfast. Such notification can be made at Bellfast [**info@bellfastng.com**](mailto:info@bellfastng.com)

ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES

“Electronic Communications” connotes you visiting the Bellfast Platform, sending us emails, and completing online forms. To the extent permitted by applicable law, you consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Bellfast Platform, satisfy any legal requirement that such communication be in writing.

You hereby agree to the use of electronic signatures, contracts, orders, and other records, and to the electronic delivery of notices, policies, and records of transactions initiated or completed by us or via the Bellfast Platform.

You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

Your consent to receive Electronic Communications will remain in effect until you withdraw it. You may withdraw your consent to receive further Electronic Communications at any time by contacting us at info@bellfastng.com. If you withdraw consent, you will no longer be able to use your Bellfast Account of services. Kindly note that withdrawal of your consent will not apply to Electronic Communications provided by us to you before the withdrawal of consent is effective.

You must maintain up-to-date contact information with us, in order for us to be able to send Electronic Communications. It is important you let us know whenever your email address or mobile phone number changes.

TERM AND TERMINATION

These Terms of Use shall remain in full force and effect while you use the Bellfast Platform. You reserve the right to terminate this Agreement by deleting your Bellfast Account.

However, without limiting any other clause in these terms of use, we reserve the right to refuse access to and use of the Bellfast Platform (including blocking

particular IP addresses) to anyone for any reason or no reason at all, including without limitation for breach of any representation, warranty, or covenant contained in these terms of use or of any applicable law or regulation. At any time, without prior notice, and at our sole discretion, we may stop allowing you to use or participate in the Bellfast platform, or we may delete your account together with any material or information you have contributed.

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

If you wish to appeal your account termination, please contact **info@bellfastng.com** within 30 days of receipt of the termination notice with the grounds for your appeal.

MODIFICATIONS AND INTERRUPTIONS

We reserve the right to change, modify, or remove the contents of the Bellfast Platform at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Bellfast Platform. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of Bellfast Platforms.

We cannot guarantee the Bellfast Platform will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Bellfast Platform, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify Bellfast Platforms at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use Bellfast Platforms during any downtime or discontinuance of Bellfast Platforms.

Nothing in these Terms of Use will be construed to obligate us to maintain and support Bellfast Platforms or to supply any corrections, updates, or releases in connection therewith.

CORRECTIONS

There may be information on the Bellfast Platform that contains typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Bellfast Platform at any time, without prior notice.

MORE DISCLAIMERS

Bellfast Platforms are provided on **an as-is and as-available basis**. You agree that your use of the Bellfast Platform and our Services will be at your sole risk. To the fullest extent permitted by law, we disclaim all warranties, express or implied, in connection with the Bellfast platform and your use thereof, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

We make no warranties or representations about the accuracy or completeness of the Bellfast Platform's content or the content of any website platforms linked to the Bellfast Platform and we will assume no liability or responsibility for any

- a. Errors, mistakes, or inaccuracies of content and materials,
- b. Personal injury or property damage, of any nature whatsoever, resulting from your access to and use of the Bellfast platform,
- c. Any unauthorized access to or use of our secure servers and/or any and all personal information and/or financial information stored therein,
- d. Any interruption or cessation of transmission to or from Bellfast platforms,
- e. Any bugs, viruses, trojan horses, or the like which may be transmitted to or through the Bellfast platform by any third party, and/or
- f. Any errors or omissions in any content and materials or for any loss or damage of any kind incurred as a result of the use of any content posted, transmitted, or otherwise made available via the Bellfast platform.

We do not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the Bellfast platform, any hyperlinked website platform, or any website platform or mobile application featured in any banner or other advertising, and we will not be a party to or in any way be responsible for monitoring any transaction between you and any third-party providers of products or services. As with the purchase of a product or service

through any medium or in any environment, you should use your best judgement and exercise caution where appropriate.

NO LIABILITY

In no event shall Bellfast or our directors, employees, or agents be liable to you or any third party for any direct, indirect, consequential, exemplary, incidental, special, or punitive damages, including lost profit, lost revenue, loss of data, or other damages arising from your use of Bellfast platforms, even if we have been advised of the possibility of such damages.

Bellfast shall not be liable for any damages, liability or losses arising out of:

- a. Your reliance on the Services or
- b. Your inability to access or use the Services
- c. Your continuous engagement with a Service Provider outside the Bellfast Platform.
- d. Your dealings or connections with any third party, even if Bellfast has been informed of the risk of such damages.

INDEMNIFICATION

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of or in connection with:

- a. your use of the Services, or services or goods obtained through your use of the Services;
- b. your breach of these Terms of Use;
- c. any breach of your representations and warranties set forth in these Terms of Use;
- d. your violation of the rights of a third party, including but not limited to intellectual property rights; or
- e. any overt harmful act toward any other user of Bellfast Platforms with whom you connected via the Bellfast Platform.

Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defence and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defence of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

GOVERNING LAW AND DISPUTE RESOLUTION

These Terms of Use and your use of Bellfast Platform are governed by and construed in accordance with the laws of the Federal Republic of Nigeria.

For any and all controversies, disputes, demands, claims, or causes of action between you and us (including the interpretation and scope of this Section and/or Agreement, and the arbitrability of the controversy, dispute, demand, claim, or cause of action) relating to the Services or these Terms, you and we agree to resolve any such controversy, dispute, demand, claim, or cause of action exclusively through binding and confidential arbitration.

As used in this Section, "**we**" and "**us**" mean Bellfast and its affiliates, predecessors, successors, and assigns and all of its and their respective employees, officers, directors, agents, and representatives. In addition, "**we**" and "**us**" include any third party providing any product, service, or benefit in connection with the Services or these Terms if such third party is named as a co-party with us in any controversy, dispute, demand, claim, or cause of action subject to this Section.

Any disagreement arising out of or related to this Agreement will be resolved amicably and in good faith by us and you using all reasonable efforts. If we and you are unable to come to an agreement, we and you must mutually decide within fourteen (14) business days of the dispute's occurrence on the appointment of a sole arbitrator. On the request of either party, the President of the Chartered Institute of Arbitrators, United Kingdom, Nigeria Branch (CIARb Nigeria) shall select the only arbitrator in cases where we and you are unable to reach an agreement.

The venue of the arbitration shall be Lagos State, Nigeria and the language to be used in the arbitral proceedings shall be English. We and you agree that the decision of the Arbitrator shall be final and binding on both of us.

Notwithstanding this agreement to arbitrate, either party may seek emergency equitable relief in court in order to maintain the status quo pending arbitration, and each party hereby agrees to submit to the jurisdiction of the court for such purpose. A request for interim measures will not be deemed a waiver of the obligation to arbitrate.

CHANGES TO THIS AGREEMENT AND THE BELLFAST PLATFORM

Bellfast reserves the right, at its sole and absolute discretion, to change, modify, add to, supplement, suspend, discontinue, or delete any of the terms and conditions of this Agreement (including the Privacy Policy) and review, improve, modify or discontinue, temporarily or permanently, Bellfast Platform or any content or information through the Bellfast Platform at any time, effective with or without prior notice and without any liability to Bellfast.

Bellfast may also impose limits on certain features or restrict your access to part or all of the Bellfast Platform without notice or liability.

Bellfast will endeavour to notify you of material changes to this Agreement by email, but will not be liable for any failure to do so. If any future changes to this Agreement are unacceptable to you or cause you to no longer be in compliance with this Agreement, you must deactivate your account, and immediately stop using the Bellfast Platform. Your continued use of the Bellfast Platform following any revision to this Agreement constitutes your complete and irrevocable acceptance of any and all such changes, except where prohibited by any laws or regulations in your jurisdiction.

MISCELLANEOUS

These Terms of Use and any policies or operating rules posted by us on the Bellfast Platform in respect of the services rendered, constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Terms of Use shall not operate as a waiver of such right or provision.

These Terms of Use operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control. If any provision or part of a provision of these

Terms of Use is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms of Use and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Terms of Use or engagement of Service Providers on the Bellfast Platform.

You agree that these Terms of Use will not be construed against us by virtue of having drafted them. You hereby waive any and all defences you may have based on the electronic form of these Terms of Use and the lack of signing by the parties hereto to execute these Terms of Use.

You may terminate this Agreement at any time by ceasing all use of the Bellfast Platform and deactivating your account.

CONTACT US

If you have any feedback, questions or complaint, please contact us via email at **info@bellfastng.com** or on **other platforms such as Twitter: @BellfastServ, Instagram: @Bellfastservices, Facebook: @Bellfastservices, with which you may be reached.** When you contact us, please provide us with the relevant information required to verify your account.

You can also contact us at:

Bellfast Service Limited

Plot 14, Araromi Village, Ikota, Ajah

+2347048607274

In order to help make the Bellfast Platform a secure environment, all users are required to accept and comply with these Terms of Use. You agree that by accessing the Bellfast Platform, you have read, understood, and agree to be bound by all of these Terms of Use.

IF YOU DO NOT AGREE WITH ALL OF THESE TERMS OF USE, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE BELLFAST PLATFORM AND/OR THE SERVICES AND YOU MUST DISCONTINUE USE IMMEDIATELY.

