

AIIDO TECHNOLOGIES LIMITED

TERMS OF USE

1. INTRODUCTION

- 1.1. These Terms of Use (“Terms”) govern access to and use of the platform operated by AIIDO TECHNOLOGIES LIMITED (the “Company” or “AIIDO”), including its website and mobile application (collectively, the “Platform”), which facilitates the connection between individuals seeking wedding-related services (“Users”) and independent third-party service providers (“Vendors”).
- 1.2. Please carefully read and understand these Terms and any amendments made from time to time by the Company before accessing the Platform or using any Services.
- 1.3. By accessing or using the Platform or Services, you agree to be bound by these Terms and our Privacy Policy.
- 1.4. These Terms constitute the entire agreement between you and the Company regarding use of the Platform.
- 1.5. The Company may update or modify these Terms from time to time at its sole discretion. Continued use of the Platform constitutes acceptance of such changes.
- 1.6. The Platform may monitor, track, and record usage, and Users expressly consent to such monitoring.
- 1.7. If you do not agree with these Terms, you must discontinue use of the Platform immediately.
- 1.8. You are deemed to have accepted these Terms upon clicking “Sign Up” or accessing the Services.

2. PLATFORM NATURE

- 2.1. The Company operates solely as a technology facilitator and marketplace platform.
- 2.2. The Company does not:
 - a. provide wedding planning or event services;
 - b. act as agent, partner, employer, or representative of any Vendor or User; or
 - c. guarantee availability, quality, safety, legality, or performance of any Vendor services.
- 2.3. The Platform is a neutral venue for interaction between Users and Vendors.
- 2.4. The Company may, from time to time, provide certain wedding-related services directly to Users, including but not limited to wedding card design services, wedding planning tools, event reminders, guest management tools, and related digital or creative services (“In-House Services”).
- 2.5. The In-House Services are provided directly by the Company and are separate from Vendor Services offered through the Platform.
- 2.6. Nothing in these Terms shall be construed as creating any agency, partnership, employment, or fiduciary relationship between Users and the Company in respect of Vendor Services. However, In-House Services shall be subject to a direct service relationship between the Company and the User.
- 2.7. Users acknowledge and agree that:
 - a. Vendor Services are provided solely by independent third-party Vendors;
 - b. In-House Services are provided solely by the Company; and
 - c. The Company shall not be held liable for Vendor Services, and Vendors shall not be responsible for In-House Services.

- 2.8. The User acknowledges that In-House Services may depend on third-party systems including internet providers, mobile network operators, email services, and device settings. The Company does not guarantee uninterrupted delivery of such services and shall not be liable for failure caused by such third parties.
- 2.9. The Company shall not be liable for any delay, difficulty in use, computer viruses, malicious code, or other defects in the Platform, any incompatibility between the Platform and the User's device, files, or browser, or any other problems experienced by the User due to causes beyond the Company's control.
- 2.10. The Company does not warrant the accuracy, adequacy, or completeness of any information, content, listings, or materials on the Platform and expressly disclaims liability for any errors or omissions therein.
- 2.11. The Platform and Services are provided for personal use in connection with wedding planning and related activities, and the Company shall not be liable for any loss of profit, loss of business, business interruption, or loss of business opportunity arising from the use or misuse of the Platform or Services.
- 2.12. The Company shall not be liable for any losses or damage suffered by the User arising from or in connection with:
 - i. any fraudulent or unlawful use of the Platform, Services, or the User's device; or
 - ii. the User's failure to comply with these Terms or any instructions provided by the Company.
- 2.13. Where the Platform or any Services are unavailable or disrupted, the Company shall use reasonable efforts to restore access as soon as practicable, and such restoration shall constitute the Company's sole obligation in that regard.
- 2.14. Except as expressly provided above, the Company shall not be liable for any interference with or unavailability of the Platform or Services, howsoever caused.
- 2.15. Under no circumstances shall the Company be liable for any loss of profit, opportunity, anticipated savings, or any indirect or consequential loss or damage arising out of or in connection with the use of, inability to use, or disruption of the Platform or Services.

3. ELIGIBILITY

Users must be at least 18 years old and legally capable of entering binding contracts.

4. LICENSE TO USE PLATFORM

- 4.1. The Company grants Users a revocable, non-exclusive, non-transferable license to access and use the Platform strictly for personal use.
- 4.2. All intellectual property rights in the Platform remain vested in the Company.

5. USER ACCOUNTS

- 5.1. Users are responsible for maintaining confidentiality of login credentials.
- 5.2. The Company may suspend or terminate accounts at its sole discretion where:
 - i. false information is provided;
 - ii. misuse or abuse of the Platform occurs;
 - iii. fraud or suspected fraudulent activity is detected.

6. BOOKINGS AND CONTRACTUAL RELATIONSHIP

- 6.1. Any booking made through the Platform constitutes a direct contract between the User and the Vendor.
- 6.2. The Company is not a party to any agreement between Users and Vendors.
- 6.3. The Company may facilitate payments and deduct applicable service fees or commissions.

- 6.4. All payments to Vendors are at the User's risk, and the Company shall not be liable for non-performance, delays, cancellations, service dissatisfaction, or any disputes or refunds between Users and Vendors.

7. FEES

- 7.1. The Company may charge service fees, commissions, or transaction fees.
- 7.2. Fees may be updated at the Company's discretion, with or without prior notice, and apply to future transactions.

8. DISCLAIMERS

- 8.1. The Platform is provided on an "as is" and "as available" basis.
- 8.2. The Company makes no warranties regarding:
 - i. availability of Vendors;
 - ii. accuracy of listings;
 - iii. quality or suitability of services;
 - iv. outcomes of any wedding-related service.
- 8.3. Where the Company provides In-House Services, the Company shall use reasonable skill and care in providing such services. However, the Company does not warrant that:
 - i. such services will be error-free or uninterrupted;
 - ii. designs, templates, or outputs will meet User expectations;
 - iii. reminders, notifications, or alerts will always be delivered on time or without failure due to third-party systems (including SMS, email, or device issues).
- 8.4. Users are responsible for reviewing all outputs generated through In-House Services, including wedding cards, guest lists, and reminders, before use or reliance.

9. LIMITATION OF LIABILITY

- 9.1. The Company acts solely as a technology intermediary and does not verify Vendor performance, supervise Vendor services, or guarantee any outcomes in respect of Vendor engagements.
- 9.2. Users acknowledge and agree that all Vendor services are provided independently of the Company and that Users assume all risks associated with engaging Vendors through the Platform.
- 9.3. To the fullest extent permitted by Nigerian law, the Company shall not be liable for any indirect or consequential loss, loss of profits or business, emotional distress, reputational damage, or any loss arising from Vendor actions or omissions, including financial loss, service failure, cancellation or delay, or any injury, damage, or death arising from Vendor services.
- 9.4. The Company's total liability, howsoever arising, shall not exceed the service fees received by the Company in the transaction giving rise to the claim.
- 9.5. To the fullest extent permitted under Nigerian law, the Company shall not be liable for any loss, damage, delay, or inconvenience arising from the use of its In-House Services, including errors in design outputs or content, missed or delayed reminders or notifications, loss of data or guest information, or reliance placed on any planning tools or recommendations.
- 9.6. Where liability is established in respect of In-House Services, the Company's total aggregate liability shall not exceed the total fees (if any) paid by the User for the specific In-House Service giving rise to the claim.

10. USER OBLIGATIONS

- 10.1. Users agree not to misuse the Platform, engage in fraud or misrepresentation, bypass the Platform to avoid fees, harass Vendors or other Users, or upload any unlawful or misleading content.
- 10.2. The Company may enforce these Terms, including by suspending or terminating access to the Platform.

11. VENDOR TERMS

- 11.1. Vendors act as independent contractors and not as employees, agents, or representatives of the Company.
- 11.2. Vendors are solely responsible for service delivery and quality, compliance with applicable laws, pricing accuracy, and handling any disputes with Users.
- 11.3. The Company does not control or supervise Vendor services.
- 11.4. Vendors shall indemnify the Company against all claims arising from their services.

12. PAYMENTS

- 12.1. The Company may process payments as a facilitator only.
- 12.2. The Company may hold funds temporarily before settlement.
- 12.3. The Company is not responsible for payment disputes between Users and Vendors.

13. REFUND & DISPUTE POLICY

- 13.1. All bookings are between Users and Vendors.
- 13.2. Refunds shall be determined based on Vendor cancellation, failure to deliver services, or mutual agreement between the parties.
- 13.3. The Company may, at its discretion, assist in dispute resolution but shall not be obligated to do so.
- 13.4. The Company reserves the right to freeze or withhold payments pending investigation.

14. SUSPENSION AND TERMINATION

- 14.1. The Company may suspend or terminate access to the Platform at any time for:
 - i. breach of Terms;
 - ii. regulatory compliance;
 - iii. fraud or risk concerns;
 - iv. operational or commercial reasons.
- 14.2. The Company shall not be liable for termination decisions.

15. DATA PROTECTION

- 15.1. The Company processes personal data in accordance with the Nigeria Data Protection Act 2023 (NDPA).
- 15.2. Users consent to data collection, storage, processing, and sharing where necessary for Platform operation.

16. INTELLECTUAL PROPERTY

All Platform content remains the exclusive property of the Company. Users are granted a limited license to use the Platform.

17. COMMUNICATIONS

The Company may communicate via email, SMS, WhatsApp, or in-app notifications. Users consent to receive service and promotional messages.

18. DISPUTE RESOLUTION

- 18.1. Parties shall first attempt amicable resolution of disputes.
- 18.2. Unresolved disputes shall be referred to arbitration under the Arbitration and Conciliation Act, Laws of the Federation of Nigeria.
- 18.3. Arbitration shall be seated in Nigeria with a sole arbitrator appointed by mutual agreement or the Chartered Institute of Arbitrators (UK) Nigeria Branch.

19. GOVERNING LAW

These Terms shall be governed by the laws of the Federal Republic of Nigeria.

20. AMENDMENTS

The Company may amend these Terms at any time. Continued use constitutes acceptance. The Company may modify these Terms at any time. Continued use of the Platform constitutes acceptance of updated Terms.