FURNISH MALL LIMITED

PRIVACY POLICY

Effective Date: ***12-11-2026***

1. INTRODUCTION

Furnish Mall Limited ("**Furnish Mall**", "**we**", "**us**" or "**our**") is committed to protecting the privacy and personal data of individuals who access or use our website, application, marketplace and related services (collectively, the "**Platform**").

This Privacy Policy explains how we collect, receive, use, store, disclose, transfer and otherwise process personal data in connection with the Platform. It applies to customers, prospective customers, vendors, sellers, service providers, delivery partners, website visitors and other individuals who interact with us.

Furnish Mall operates a marketplace through which customers may discover, purchase or arrange the supply of furniture, furnishings, homeware, building materials, décor and related products and services from Furnish Mall and/or independent vendors. The information processed in connection with a transaction will depend on the nature of the transaction, the services requested and the capacity in which Furnish Mall participates.

By accessing or using the Platform, you acknowledge that you have been given the opportunity to read this Privacy Policy. Where consent is the applicable lawful basis for processing, we will obtain it in the manner required by applicable law. Accessing or using the Platform does not, by itself, constitute consent to every form of data processing described in this Policy.

This Policy is intended to operate in conjunction with our Terms and Conditions, Seller and Vendor Agreement, Returns, Refunds and Cancellations Policy and any other applicable terms or privacy notices.

2. DEFINITIONS

For the purposes of this Policy:

"Personal Data" means any information relating to an identified or identifiable individual.

"Data Subject" means the individual to whom Personal Data relates.

"Vendor" means an independent seller, supplier, manufacturer, installer, contractor or other service provider offering products or services through the Platform.

"Processing" includes the collection, recording, organisation, storage, use, disclosure, transfer, restriction or deletion of Personal Data.

“Applicable Data Protection Laws” means the Nigeria Data Protection Act 2023 and any applicable regulations, directives, guidelines or other legally binding requirements governing the processing of Personal Data.

3. PERSONAL DATA WE COLLECT

Depending on your relationship with Furnish Mall and your use of the Platform, we may collect the following categories of Personal Data.

3.1. Identification and contact information

This may include your name, email address, telephone number, billing address, delivery address and other contact details you provide when creating an account, placing an order, making an enquiry or communicating with us.

3.2. Account and profile information

This may include your username, account credentials, account preferences, saved addresses, account settings, purchase preferences and information you submit through your profile.

3.3. Order and transaction information

This may include order numbers, products purchased, quantities, prices, delivery instructions, transaction dates, order history, cancellation requests, refund requests, complaints, invoices and records of communications relating to a transaction.

3.4. Payment-related information

Where relevant, we may receive transaction references, payment status, payment method, partial payment-card details, payment confirmations, refund information and other information supplied by a payment service provider.

Full payment-card details, card security codes and other sensitive payment credentials should be provided directly to the relevant payment service provider where its payment interface is used. Furnish Mall does not intend to retain complete payment-card security credentials. The extent of payment information accessible to us will depend on the payment method and the systems deployed.

3.5. Vendor and business information

For vendors and service providers, we may collect names, business names, contact details, business addresses, registration particulars, tax or verification information, bank account details for settlements, authorised representative details, product information and documents reasonably required for onboarding, verification, contracting, payment or legal compliance.

3.6. Communications and customer support information

We may process emails, messages, telephone records where lawfully recorded, customer enquiries, complaints, reviews, feedback, photographs, attachments and other information you voluntarily submit to us.

3.7. Technical and usage information

When you access the Platform, we may collect technical information such as your Internet Protocol (IP) address, browser type, device type, operating system, access times, pages viewed, referring website, approximate location derived from technical information, cookie identifiers, session information and records of interactions with the Platform.

3.8. Delivery, installation and service information

Where a transaction involves delivery, assembly, installation, measurement, inspection or other on-site services, we may process the address, contact details, access instructions, appointment details, measurements, photographs and other information reasonably necessary to arrange or complete the relevant service.

3.9. Verification, fraud prevention and compliance information

Where reasonably necessary and lawful, we may process information used to verify an account or business, investigate suspected fraud, prevent unauthorised transactions, resolve disputes, enforce contractual terms or comply with legal and regulatory obligations.

3.10. Information from third parties

We may receive relevant information from vendors, payment providers, delivery partners, identity or business verification providers, fraud-prevention services, analytics providers, public records and other sources where permitted by law.

We will not intentionally collect more Personal Data than is reasonably necessary for the relevant purpose. Where information is optional, we will indicate this where appropriate.

4. HOW WE COLLECT PERSONAL DATA

We may collect Personal Data:

a. directly from you when you register, place an order, submit a form, contact us or otherwise use the Platform;

b. automatically through the operation of the Platform, including through server logs, cookies and similar technologies;

c. from vendors, payment service providers, delivery partners and other parties involved in a transaction;

d. from business verification providers, public sources or other lawful sources where verification, fraud prevention or compliance requires it; and

e. through surveys, feedback forms, promotional activities and other interactions where you choose to participate.

Where Personal Data is obtained indirectly, we will take reasonable steps to ensure that its collection and use are consistent with Applicable Data Protection Laws.

5. PURPOSES AND LAWFUL BASES FOR PROCESSING

We process Personal Data only where there is an applicable lawful basis and for specified, legitimate purposes.

Depending on the circumstances, the purposes and lawful bases may include the following:

5.1. Account creation and administration

We use relevant information to create and manage accounts, authenticate users, maintain profiles, provide account support and administer access to the Platform. The applicable basis may be the performance of a contract, steps taken at your request before entering into a contract or another lawful basis.

5.2. Orders and transactions

We process relevant information to receive and administer orders, communicate order status, coordinate vendors and service providers, arrange delivery or installation, process payments and refunds, and address transaction-related enquiries. The principal basis will ordinarily be the performance of a contract or steps taken at your request.

5.3. Payments, settlements and accounting

We may process transaction and payment information to facilitate payments, reconcile transactions, settle amounts due to vendors, detect payment irregularities, maintain financial records and satisfy applicable tax, accounting or other legal obligations.

5.4. Customer support and dispute resolution

We use relevant information to respond to enquiries, investigate complaints, manage returns and refund requests, resolve disputes and maintain records of decisions. Processing may be necessary for contractual performance, compliance with legal obligations or our legitimate interests in administering the marketplace and protecting our rights.

5.5. Vendor onboarding and administration

We may process vendor information to verify identity or business particulars, administer vendor accounts, facilitate transactions, monitor contractual performance, process settlements and address suspected misconduct or non-compliance.

5.6. Platform administration and improvement

We may analyse technical and usage information to maintain the Platform, diagnose errors, improve functionality, understand user engagement, evaluate performance and develop our services. Where required, non-essential analytics technologies will be used subject to the applicable consent and preference requirements.

5.7. Security, fraud prevention and enforcement

We may process information to detect or investigate suspicious activity, protect accounts, prevent unauthorised access, enforce our contractual terms, preserve evidence and protect Furnish Mall, users and other affected persons. The applicable basis may include legitimate interests or compliance with a legal obligation, subject to applicable law.

5.8. Marketing and promotional communications

Where permitted by law, we may use your contact details to send information about our products, services, offers and promotions. Where consent is required, we will obtain it before sending the relevant communications.

You may opt out of marketing communications at any time using the unsubscribe facility provided or by contacting us. Opting out of marketing will not prevent us from sending necessary service-related messages, including order confirmations, delivery updates, security notices or important changes to our terms.

5.9. Legal and regulatory compliance

We may process and retain relevant information to comply with applicable laws, lawful requests, court orders, regulatory requirements, record-keeping obligations and the establishment, exercise or defence of legal claims.

5.10. Other purposes

We may process Personal Data for another purpose where that purpose is compatible with the original purpose or where an independent lawful basis and any required notice or consent are in place.

We will not treat your use of the Platform as blanket consent to unrelated processing.

6. WHETHER YOU MUST PROVIDE PERSONAL DATA

Certain information is necessary to create an account, verify a vendor, complete an order, arrange delivery, process a payment or comply with a legal obligation.

If you decline to provide information that is necessary for a particular service, we may be unable to provide that service, complete the relevant transaction, verify your account or fulfil the associated request. We will not request information merely because it may be convenient to possess it.

7. DISCLOSURE OF PERSONAL DATA

Furnish Mall does not make Personal Data available to third parties indiscriminately. We may disclose relevant Personal Data where necessary for the purposes set out in this Policy, where authorised by you or where permitted or required by law.

Recipients may include:

7.1. Vendors and service providers

Where a customer places an order or requests a service through the Platform, relevant information may be disclosed to the vendor or service provider responsible for supplying the product or performing the service. This may include the customer's name, contact details, delivery address, order particulars and relevant instructions.

Such disclosure will be limited to information reasonably necessary for the transaction or other lawful purpose. Vendors are expected to comply with applicable data protection requirements and their contractual obligations to Furnish Mall.

7.2. Payment service providers and financial institutions

We may disclose transaction information to payment processors, banks, financial institutions and other relevant payment service providers to facilitate payments, refunds, settlements, reconciliation, fraud prevention and compliance.

7.3. Delivery, logistics and installation partners

Where delivery or on-site services are required, relevant contact details, addresses, order particulars and service instructions may be shared with the responsible delivery or installation partner.

7.4. Technology and operational service providers

We may engage providers of hosting, cloud storage, website development, customer relationship management, communications, analytics, cybersecurity, technical support and other services required to operate the Platform.

Where such providers process Personal Data on our behalf, we will take appropriate steps to ensure that their processing is governed by suitable contractual and security safeguards.

7.5. Professional advisers and insurers

We may disclose relevant information to our lawyers, auditors, accountants, insurers and other professional advisers where reasonably necessary for the provision of professional services, risk management or the protection of our legal interests.

7.6. Regulators, law enforcement and courts

We may disclose Personal Data where required by law or a valid legal process, or where reasonably necessary to establish, exercise or defend legal claims, investigate suspected unlawful activity or protect the rights, safety or property of Furnish Mall or other persons.

7.7. Corporate transactions

If Furnish Mall undergoes a merger, restructuring, financing, acquisition, sale of assets or similar corporate transaction, relevant Personal Data may be disclosed to prospective or actual counterparties and their professional advisers, subject to appropriate confidentiality and data protection safeguards.

7.8. Other disclosures

We may disclose information in other circumstances where you have been appropriately informed and the disclosure is supported by a lawful basis.

Furnish Mall does not sell customers' Personal Data to third parties in exchange for money. Where third-party services involve advertising, analytics or other forms of data use, the applicable disclosures, consent requirements and user choices will be observed.

8. INDEPENDENT VENDORS AND THIRD-PARTY SERVICES

The Platform may facilitate transactions between customers and independent vendors. Depending on the transaction, Furnish Mall may act as a marketplace operator, a contracting party, a recipient of payment or a facilitator of communications and fulfilment.

A vendor may process customer information for purposes such as preparing an order, arranging delivery, providing installation services, handling a complaint or complying with legal obligations. A vendor's processing may be governed by its own privacy notice and legal responsibilities.

Furnish Mall does not control every independent vendor's systems, personnel or data-handling practices. However, this does not remove any responsibility that Furnish Mall has under Applicable Data Protection Laws or under its own contractual undertakings.

Where a vendor receives Personal Data through the Platform, the vendor is expected to use it only for authorised purposes, maintain appropriate safeguards, restrict

access to persons who need it and refrain from unauthorised marketing, disclosure, sale or other misuse.

Customers should exercise care when communicating directly with vendors outside the Platform and should avoid disclosing information that is unnecessary for a transaction.

The Platform may contain links to third-party websites, payment interfaces or services. Those third parties may apply their own privacy notices and practices. Furnish Mall is not responsible for independent processing by a third party merely because its website or service is linked to the Platform, without prejudice to any responsibility imposed on Furnish Mall by law or arising from its own conduct.

9. COOKIES AND SIMILAR TECHNOLOGIES

The Platform may use cookies, pixels, local storage and similar technologies to:

a. enable essential website and account functions;

b. maintain sessions and remember user preferences;

c. protect the Platform against suspicious activity;

d. analyse traffic and Platform performance; and

e. support advertising, personalisation or marketing where applicable and lawfully permitted.

Strictly necessary technologies may be used to provide functions requested by the user or otherwise permitted by law. Non-essential cookies and similar technologies will be deployed subject to applicable consent requirements.

You may manage available cookie preferences through the cookie settings displayed on the Platform and may also adjust your browser settings. Disabling certain cookies may affect the availability or performance of some features.

Where third-party analytics or advertising technologies are used, the relevant third party may process technical or usage information in accordance with its own terms and applicable law.

10. DIRECT MARKETING AND USER PREFERENCES

We may communicate with users about orders, account activity, security, changes to the Platform and other service-related matters.

Promotional communications will be sent only where permitted by applicable law. Where consent is required, we will obtain it and maintain an appropriate means of withdrawal.

You may unsubscribe from promotional emails through the unsubscribe link or contact us using the details in this Policy. Where practicable, we will give effect to the request within a reasonable period.

A marketing opt-out does not require us to delete records that must lawfully be retained for completed transactions, financial records, security, legal compliance or dispute resolution.

11. DATA SECURITY

Furnish Mall will implement and maintain technical and organisational measures appropriate to the nature, volume, sensitivity and risks of the Personal Data it processes. These measures may include:

a. access controls and role-based restrictions;

b. authentication and appropriate account security measures;

c. encryption or other protective measures where appropriate;

d. secure hosting, system maintenance and vulnerability management;

e. confidentiality obligations for personnel and relevant service providers;

f. staff awareness and data protection training;

g. appropriate vendor and service-provider due diligence;

h. backup, recovery and incident-response arrangements; and

i. periodic review of data handling practices and security controls.

Access to Personal Data should be restricted to persons who require it for authorised business, contractual, operational or legal purposes.

Although we take reasonable steps to protect Personal Data, no website, electronic transmission, storage system or security measure can be guaranteed to be completely secure. Accordingly, Furnish Mall does not warrant that the Platform will be free from every possible security incident, cyberattack, unauthorised access or data loss.

Nothing in this Policy excludes or limits a duty or liability that cannot lawfully be excluded or limited.

Users are responsible for maintaining the confidentiality of their account credentials, using appropriate device security and notifying us promptly if they suspect unauthorised access to their account.

12. DATA BREACHES AND SECURITY INCIDENTS

Furnish Mall will maintain procedures for identifying, assessing, managing and responding to suspected or confirmed Personal Data breaches.

Where an incident occurs, we will take steps appropriate to the circumstances, which may include containing the incident, assessing the nature and extent of the affected data, implementing remedial measures, preserving relevant records and notifying the appropriate persons or authorities where required by Applicable Data Protection Laws.

Any notification will be made within the period and in the manner required by applicable law. We will not promise that every incident can be prevented or that every incident will have no adverse consequences.

Where a vendor or service provider processing Personal Data in connection with the Platform becomes aware of a relevant breach, it is expected to notify Furnish Mall promptly in accordance with its contractual obligations and cooperate with reasonable investigation and remediation measures.

13. RETENTION AND DELETION OF PERSONAL DATA

We retain Personal Data only for as long as reasonably necessary for the purpose for which it was collected, subject to applicable legal, regulatory, accounting, contractual, security and dispute-resolution requirements.

Retention periods may vary depending on the category of information and the circumstances. For example:

a. account information may be retained while an account remains active and for a reasonable period afterwards where necessary;

b. order, payment, tax and accounting records may be retained for the period required by applicable law or reasonably necessary to address transaction-related disputes;

c. customer support and complaint records may be retained for a reasonable period to manage the issue and establish or defend legal claims;

d. security logs may be retained for a period appropriate to security monitoring and incident investigation; and

e. marketing information may be retained until consent is withdrawn or the relevant processing is otherwise required to cease, subject to lawful record-keeping needs.

When Personal Data is no longer required, we will take reasonable steps to delete it, anonymise it or securely dispose of it, subject to applicable law and legitimate retention requirements.

Deleting an account does not necessarily result in the immediate deletion of every record associated with it. We may retain information where necessary to comply with

the law, complete outstanding transactions, prevent fraud, resolve disputes or establish, exercise or defend legal claims.

14. INTERNATIONAL TRANSFERS

Some of our technology providers, hosting services, payment providers or other service providers may process or store Personal Data outside Nigeria.

Where Personal Data is transferred outside Nigeria, Furnish Mall will take the steps required by Applicable Data Protection Laws, including ensuring that the transfer is supported by an appropriate lawful basis and applicable transfer safeguards.

Depending on the circumstances, safeguards may include an adequacy decision, appropriate contractual protections or another transfer mechanism recognised by applicable law.

Further information about a particular transfer and the safeguards applied may be requested through our privacy contact details, subject to lawful restrictions and the protection of confidential information.

15. YOUR DATA PROTECTION RIGHTS

Subject to the conditions, exceptions and procedures prescribed by Applicable Data Protection Laws, you may have the right to:

a. receive information about how your Personal Data is processed;

b. request access to Personal Data held about you;

c. request correction of inaccurate or incomplete Personal Data;

d. request deletion of Personal Data where the applicable legal conditions are satisfied;

e. request restriction of processing in circumstances recognised by law;

f. object to certain processing, including processing for direct marketing;

g. request portability of Personal Data where the statutory conditions apply;

h. withdraw consent where processing is based on consent, without affecting the lawfulness of processing carried out before withdrawal;

i. challenge certain decisions made solely by automated means where applicable law provides such a right; and

j. lodge a complaint with the Nigeria Data Protection Commission or another competent authority, as appropriate.

These rights are not absolute and may be subject to legal exceptions. For example, Furnish Mall may be entitled or required to retain certain records to comply with a legal obligation or establish, exercise or defend a legal claim.

To exercise a right, please contact us using the details in Section 21. We may request information reasonably necessary to verify your identity or authority before responding. We will handle requests within the time required by applicable law and will explain where a request cannot lawfully be fulfilled.

We will not require you to provide excessive information merely to exercise a data protection right.

16. CHILDREN'S PERSONAL DATA

The Platform is not intended to encourage children to provide Personal Data independently where doing so would be inconsistent with applicable law.

Where we become aware that Personal Data has been collected from a child in circumstances requiring parental or guardian authorisation or other safeguards, we will take reasonable steps to address the matter in accordance with Applicable Data Protection Laws.

Where required by law, we will obtain appropriate consent or authorisation before processing a child's Personal Data. We may restrict or discontinue an account where necessary to protect a child or comply with legal requirements.

17. CONFIDENTIALITY AND USER-SUBMITTED CONTENT

Users should not submit passwords, payment-card security codes, government identification documents or other sensitive information through public review sections, product comments or other areas not designed to receive such information.

Where you submit a review, photograph, enquiry or other content through the Platform, we will process any Personal Data contained in that content for the relevant purpose and in accordance with this Policy and applicable law.

If you provide Personal Data about another individual, you should do so only where you are authorised to provide it and the disclosure is otherwise lawful.

18. AUTOMATED PROCESSING AND PROFILING

We may use automated tools to support account security, fraud detection, transaction monitoring, Platform analytics, product recommendations or service personalisation.

Where such tools process Personal Data, we will do so subject to applicable law. Where a decision is based solely on automated processing and produces legal effects or similarly significant effects for an individual, we will apply the safeguards required

by law, including any applicable rights to obtain human intervention, express a point of view or contest the decision.

We will not represent that every recommendation or automated output is a definitive assessment of a user's character, creditworthiness or suitability.

19. CHANGES TO THIS PRIVACY POLICY

We may amend this Policy from time to time to reflect changes in our business, the Platform, our data-processing practices, technology or applicable law.

The updated version will be published on the Platform with a revised “Last Updated” date. Where a change materially affects users' rights or the manner in which Personal Data is processed, we will provide any notice or obtain any consent required by law.

A revised Policy will not retrospectively make unlawful processing lawful or replace any consent required for a new or materially different purpose.

Users should review this Policy periodically.

20. LIMITATION OF RESPONSIBILITY

To the extent permitted by law, Furnish Mall shall not be responsible for independent acts or omissions of a vendor, payment provider, delivery partner or other third party that are outside Furnish Mall's reasonable control, provided that this provision does not exclude liability arising from Furnish Mall's own acts or omissions, a breach of its contractual obligations, a failure to comply with Applicable Data Protection Laws or any other liability that cannot lawfully be excluded.

Where Personal Data is disclosed to a vendor or service provider for an authorised purpose, Furnish Mall will take reasonable steps to establish appropriate safeguards for that disclosure. The recipient may nevertheless have separate legal obligations concerning its subsequent processing of that information.

Nothing in this Policy excludes or restricts any statutory right or remedy available to a Data Subject.

21. CONTACT AND PRIVACY COMPLAINTS

For questions, requests or complaints relating to this Privacy Policy or the processing of Personal Data, please contact:

Furnish Mall Limited
Privacy/Data Protection Contact: ***08162765004***
Email: ***furnishmall1@gmail.com***
Registered/Business Address: ***14 Ayorosiji Crescent ikeja GRA Lagos Nigeria***
Website: ***https://www.furnishmall.co***

Please describe your request or concern clearly and provide sufficient information for us to identify the relevant account or transaction. Do not include passwords, full payment-card details or other unnecessary sensitive information in your initial enquiry.

We will review and respond to privacy requests and complaints in accordance with Applicable Data Protection Laws. If you remain dissatisfied, you may lodge a complaint with the Nigeria Data Protection Commission, subject to its applicable procedures.

22. GOVERNING LAW

This Privacy Policy shall be interpreted in accordance with the laws of the Federal Republic of Nigeria, including the Nigeria Data Protection Act 2023 and other applicable data protection laws and regulations.

Where any provision of this Policy is inconsistent with a mandatory requirement of Applicable Data Protection Laws, the mandatory requirement shall prevail to the extent of the inconsistency. The remaining provisions shall continue to apply to the extent permitted by law.