FURNISH MALL LIMITED

GENERAL TERMS AND CONDITIONS OF USE OF THE MARKETPLACE FOR BUYERS AND SELLERS

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

1. INTRODUCTION AND SCOPE

1.1. These General Terms and Conditions ("**Terms**") govern access to and use of the Furnish Mall website, mobile application and any other digital platform operated by Furnish Mall Limited ("**Furnish Mall**" or the "**Company**"), through which users may discover, advertise, purchase or sell products and access related services.

1.2. Furnish Mall operates an online marketplace connecting buyers with independent sellers, manufacturers, suppliers, contractors and other service providers. The marketplace may feature furniture, furnishings, homeware, household accessories, interior and exterior décor, building and construction materials, fittings, appliances and related products, as well as interior design, decoration, furniture assembly, installation, delivery, warehousing, logistics, consultancy, asset disposal, property management and other related services.

1.3. These Terms apply to every person who accesses or uses the marketplace, including buyers, sellers, service providers, account holders and visitors ("**Users**"). Additional terms, policies and contractual arrangements may apply to particular transactions, products, services or categories of Users.

1.4. By accessing the marketplace, creating an account, listing a product or service, placing an order, making a payment or otherwise using a feature of the marketplace, a User agrees to comply with the provisions applicable to that activity. Where affirmative acceptance is required, the User must expressly accept the relevant Terms before proceeding.

1.5. These Terms distinguish between transactions completed through Furnish Mall and transactions concluded directly between buyers and vendors. The applicable transaction model must be disclosed to the User before the User commits to the transaction.

1.6. Nothing in these Terms excludes or restricts a statutory right, remedy or liability that cannot lawfully be excluded or restricted under the laws of the Federal Republic of Nigeria.

2. DEFINITIONS AND INTERPRETATION

In these Terms, unless the context otherwise requires:

"**Buyer**" means a User who purchases, proposes to purchase or expresses an interest in purchasing a product or service offered through the marketplace.

"**Buyer-to-Vendor Transaction**" means a transaction in which a Buyer and a Vendor negotiate, contract and/or make payment directly to one another, outside the platform-managed checkout and payment process.

"**Company Content**" means content owned by or licensed to Furnish Mall, including its trademarks, logos, software, website design, text, graphics and other proprietary materials.

"**Customised Product**" means a product made, manufactured, cut, assembled, finished, configured or materially altered according to a Buyer's individual requirements, approved drawings, dimensions, specifications, samples or other instructions.

"**Marketplace**" means the website, application and other digital services operated by Furnish Mall.

"**Platform-Managed Transaction**" means a transaction in which the order is placed through the marketplace's checkout or ordering process and payment is collected or processed through Furnish Mall or its designated payment service provider.

"**Product**" means any physical item offered through the marketplace, including furniture, furnishings, homeware, building materials, fittings, appliances and other goods.

"**Seller**" means a person or entity offering Products for sale through the marketplace, whether as a manufacturer, distributor, supplier, retailer or other lawful supplier.

"**Service Provider**" means a person or entity offering services through the marketplace, including delivery, logistics, assembly, installation, interior design, decoration, consultancy and property-related services.

"**Transaction**" means any proposed or completed purchase, sale, supply or provision of a Product or service facilitated through or arising from the marketplace.

"**Vendor**" means a Seller or Service Provider.

References to the singular include the plural and vice versa. Headings are for convenience and do not affect interpretation.

3. REGISTRATION AND USER ACCOUNTS

3.1. A person may be required to create an account to access certain marketplace features, place orders, list Products or offer services. Users must be at least eighteen (18) years old and legally capable of entering into binding contracts.

3.2. Users must provide accurate, complete and current information during registration and promptly update any information that becomes inaccurate or outdated. Furnish Mall may request additional information reasonably required to

verify a User's identity, business, authority, contact details or eligibility to use the marketplace.

3.3. A person registering on behalf of a company or other organisation represents that they have authority to bind that entity to these Terms and any applicable Vendor Terms.

3.4. Users are responsible for maintaining the confidentiality of their login credentials and for activities conducted through their accounts, except to the extent that applicable law provides otherwise. Users must promptly notify Furnish Mall of suspected unauthorised access, account compromise or fraudulent activity.

3.5. An account must not be transferred, sold, shared or otherwise made available to another person without Furnish Mall's prior written approval. Users must not create multiple accounts to evade restrictions, manipulate reviews, circumvent fees or engage in fraudulent conduct.

3.6. Furnish Mall may verify information, restrict access, suspend an account or decline registration where it reasonably suspects false information, fraud, unlawful conduct, security risks, material breach of these Terms or a legitimate regulatory concern. Where appropriate and lawful, Furnish Mall will provide notice and an opportunity to address the issue.

3.7. Account closure does not extinguish obligations or liabilities arising before closure, including outstanding payments, refunds, chargebacks, claims, indemnities and record-retention obligations.

4. MARKETPLACE ROLE AND TRANSACTION MODELS

4.1. Furnish Mall provides a marketplace through which Users may discover Products and services and, where available, communicate, negotiate, place orders, make payments and arrange fulfilment.

4.2. The marketplace may support the following transaction models:

(a) **Platform-Managed Transactions:** orders are placed through Furnish Mall's checkout or ordering process, and payment is collected or processed through Furnish Mall or its designated payment service provider; and

(b) **Buyer-to-Vendor Transactions:** Buyers contact Vendors and negotiate, contract or pay directly with them outside the platform-managed checkout process.

4.3. The applicable transaction model must be reasonably apparent from the relevant listing, checkout, order confirmation or other transaction communication. Users must not assume that every transaction displayed on the marketplace is paid for, guaranteed, fulfilled or administered by Furnish Mall.

4.4. Unless expressly stated otherwise, Furnish Mall is not the manufacturer, owner, importer or Seller of a Product merely because it is listed on the marketplace. Nor does listing a service make Furnish Mall the contractor responsible for performing it. Where Furnish Mall itself sells a Product, provides a service or expressly assumes a particular contractual obligation, it will be responsible for that role in accordance with the applicable contract and law.

4.5. A Vendor remains responsible for its representations, product descriptions, prices, stock availability, legal authority to sell, contractual commitments, product quality and safety, and the performance of services undertaken by it, subject to applicable law and the actual terms of the relevant transaction.

4.6. Furnish Mall may undertake vendor verification, publish ratings, moderate listings, facilitate communications or provide customer support. These activities do not, by themselves, constitute an unconditional guarantee of a Vendor's identity, financial standing, performance, product quality or solvency.

4.7. Furnish Mall does not warrant that every listing is suitable for a particular purpose, that every Vendor will fulfil an order or that all marketplace content is error-free. However, nothing in this clause relieves Furnish Mall of its own contractual or statutory obligations.

4.8. Furnish Mall may change, add or discontinue marketplace features, subject to applicable law and any existing contractual obligations.

5. PRODUCT LISTINGS, PRICING AND SALE TERMS

5.1. Vendors must ensure that every listing is accurate, current, lawful and sufficiently detailed to enable a prospective Buyer to make an informed decision. Listings must not contain false, misleading, deceptive or materially incomplete representations.

5.2. Depending on the nature of the Product or service, a listing should disclose, where relevant:

(a) the Product's dimensions, material composition, colour, finish, condition, functionality and intended use;

(b) whether the Product is new, used, refurbished, imported, made to order or customised;

(c) relevant specifications, grades, standards, compatibility requirements, certifications and warranty information;

(d) the quantity, unit of measurement, price, applicable taxes, delivery charges, installation fees and other mandatory charges;

(e) estimated production, dispatch and delivery periods;

(f) limitations, exclusions, maintenance requirements and material variations; and

(g) the identity of the Vendor and any relevant after-sales or complaints contact.

5.3. Images, illustrations, samples, renders and digital representations must fairly depict the Product or service. Where variations may reasonably arise from lighting, screen settings, natural materials, manufacturing tolerances or batch differences, the Vendor must disclose material variations before the Buyer commits to the purchase.

5.4. Prices must be displayed in the stated currency and must not conceal mandatory charges. Any additional charge arising after an order is placed must be disclosed and agreed to by the Buyer before it is incurred, except where the charge is otherwise lawfully payable under the applicable contract.

5.5. An order submitted by a Buyer constitutes an offer to purchase on the stated terms. An automated acknowledgement of receipt does not necessarily constitute acceptance of the order. The order becomes binding when accepted in the manner disclosed at checkout or otherwise agreed by the parties.

5.6. Furnish Mall or the relevant Vendor may decline or cancel an order where there is a genuine stock unavailability, manifest pricing or listing error, suspected fraud, payment failure, legal restriction or other objectively justifiable reason. Where payment has been collected for an order that is not fulfilled, the applicable refund must be processed in accordance with these Terms and applicable law.

5.7. For building and construction materials, the listing or quotation must state the relevant unit, grade, dimensions, quantity and applicable specifications. The Buyer is responsible for reviewing stated measurements and quantities, but this does not excuse a Vendor from supplying goods that conform to the agreed description and applicable standards.

5.8. For services, the Vendor must disclose the scope of work, deliverables, price, materials, estimated commencement and completion dates, site requirements, exclusions and any agreed variation procedure before the Buyer commits to the engagement.

5.9. A Vendor must not substitute a materially different Product, grade, material, brand or service without the Buyer's informed agreement.

6. CUSTOMISED, BESPOKE AND MADE-TO-ORDER PRODUCTS

6.1. A Customised Product may be manufactured or altered according to specifications agreed between the Buyer and Vendor. The relevant specifications may include approved drawings, dimensions, materials, finishes, colours, fittings, quantities, samples, tolerances, production timelines and installation requirements.

6.2. Before production begins, the Vendor must obtain the Buyer's documented approval of the material specifications and final price, including any agreed deposit, balance, delivery and installation charges. Furnish Mall may retain the relevant approval records for transaction administration and dispute resolution.

6.3. The Buyer is responsible for reviewing and approving specifications supplied for confirmation. The Vendor remains responsible for accurately translating those approved specifications into the Product and for correcting any failure attributable to its own workmanship, materials or departure from the agreed specifications.

6.4. A Buyer requesting a change after approval may be liable for a reasonable adjustment to the price or delivery timeline where the Vendor discloses the proposed adjustment and obtains the Buyer's agreement before proceeding.

6.5. A cancellation request made after bespoke production has commenced may be subject to reasonable, evidenced and legally recoverable costs already incurred or irrevocably committed, to the extent permitted by law and the applicable contract. Any deposit deduction must reflect a lawful and proportionate entitlement; it must not operate as an automatic forfeiture irrespective of the circumstances.

6.6. A change-of-mind request may be treated differently from a complaint concerning defective, unsafe, misdescribed or non-conforming goods. Nothing in this clause removes a Buyer's statutory rights or excuses non-performance by the Vendor.

6.7. Where the Product materially departs from the approved specifications, the Buyer may pursue the remedies available under the applicable contract and law, including correction, repair, replacement, cancellation or refund where appropriate.

6.8. Furnish Mall may facilitate communication and retain relevant records but will not be deemed to have approved the technical adequacy of a bespoke design merely because the design or specifications are transmitted through the marketplace.

7. ORDERS, PAYMENTS AND VENDOR SETTLEMENTS

7.1. Payment arrangements depend on the transaction model disclosed to the Buyer.

7.2. For a Platform-Managed Transaction, payment may be made using the payment methods made available at checkout. Payments may be processed by Furnish Mall or a designated payment service provider, bank or other authorised payment intermediary.

7.3. A payment acknowledgement confirms only the payment status indicated in the relevant communication. It does not, by itself, establish that a Product has been delivered, a service completed or an order accepted.

7.4. Where Furnish Mall collects payment for a Vendor's transaction, it may deduct agreed commissions, platform fees, applicable taxes and other expressly agreed or

legally recoverable sums before remitting the balance to the Vendor. The applicable Vendor Terms must state the settlement cycle, deductions, supporting records and any permitted adjustment procedure.

7.5. Furnish Mall may temporarily delay a settlement where reasonably necessary to investigate a credible fraud allegation, payment reversal, chargeback, material delivery dispute, suspected breach of law or other legitimate transaction risk. Any hold must be proportionate to the risk, supported by an identifiable reason and reviewed within a reasonable period. Undisputed sums should not be withheld indefinitely merely because another transaction is disputed.

7.6. Any reserve, retention or deferred settlement arrangement must be expressly disclosed in the applicable Vendor Terms, including the circumstances in which it may be imposed, its duration or review mechanism, and the conditions for release.

7.7. Refunds, reversals, chargebacks and other adjustments may be applied against sums otherwise payable to a Vendor where the applicable Vendor Terms and law permit. Furnish Mall may recover a valid outstanding amount from the responsible Vendor in accordance with the contract and applicable law.

7.8. Furnish Mall may request additional verification before processing a transaction where reasonably necessary to prevent fraud, comply with a payment provider's requirements or meet legal obligations. A transaction may be declined or suspended where a legitimate risk cannot reasonably be resolved.

7.9. For a Buyer-to-Vendor Transaction, the Buyer must verify the payment instructions directly with the Vendor and retain evidence of payment. Furnish Mall is not responsible for collecting or remitting a payment it did not receive or process. This limitation does not exclude liability arising from Furnish Mall's own representations, conduct or obligations.

7.10. Users must not misrepresent payment status, submit false payment evidence, misuse chargeback mechanisms or engage in payment fraud. Nothing in these Terms restricts a User from disputing a genuinely unauthorised or incorrectly processed payment through the appropriate channel.

7.11. Furnish Mall does not provide banking, deposit-taking, lending, escrow or other regulated financial services merely by facilitating a marketplace payment. Any payment-holding or settlement feature must be structured and operated consistently with applicable Nigerian law and the role of the relevant payment service provider.

8. DELIVERY, COLLECTION AND TRANSFER OF RISK

8.1. The applicable listing, order confirmation or delivery policy must identify the responsible Vendor or delivery provider, delivery charges, estimated delivery period, delivery location and any agreed delivery or installation services.

8.2. Delivery estimates are indicative unless expressly agreed as binding. A Vendor must promptly notify the Buyer of any material delay and provide a revised estimate. This does not excuse a failure to perform within an agreed binding period or any obligation imposed by law.

8.3. Buyers must provide accurate delivery details and disclose relevant access restrictions, including narrow entrances, stairs, lifts, restricted loading areas, height or weight limits, security requirements and other conditions reasonably likely to affect delivery of bulky furniture, appliances or building materials.

8.4. Where delivery or installation requires site access, the Buyer must ensure that the site is reasonably ready and safe for the agreed work, subject to the Vendor's own duties to assess and manage risks within its responsibility.

8.5. If delivery fails because the Buyer supplied an incorrect address, was unavailable at the agreed time or failed to disclose a material access restriction, the responsible Vendor or delivery provider may charge a reasonable, previously disclosed redelivery or storage fee where legally permissible. No additional fee may be imposed without a contractual or lawful basis.

8.6. Where delivery fails because of the Vendor's or delivery provider's default, any redelivery costs, refund entitlement or other remedy will be determined by the applicable contract and law. Such costs must not automatically be transferred to the Buyer.

8.7. The Buyer should inspect delivered Products within a reasonable period and promptly notify the responsible Vendor and, where relevant, Furnish Mall of visible damage, missing items, incorrect quantities or discrepancies. Photographs, delivery notes, packaging records and other supporting evidence may be requested where reasonably necessary to investigate the complaint. Failure to provide evidence immediately will not automatically extinguish a statutory right.

8.8. A delivery acknowledgement is evidence of receipt, not necessarily conclusive proof that the Product is defect-free or that all contractual obligations have been fulfilled.

8.9. Responsibility for loss of or damage to a Product during transit will be determined by the applicable sale and delivery contract and applicable law. Where the law requires risk to remain with the Seller until delivery to the Buyer, these Terms will not transfer that risk prematurely.

8.10. A Vendor or delivery provider must not abandon Products at a location, leave them with an unauthorised person or treat them as delivered contrary to the agreed delivery arrangements without an appropriate contractual basis and, where necessary, the Buyer's consent.

8.11. Uncollected, refused or abandoned Products may be stored, returned or otherwise dealt with only in accordance with the applicable contract and law. Any storage, return or disposal charge must be reasonable, disclosed where required and legally recoverable.

9. RETURNS, CANCELLATIONS AND REFUNDS

9.1. Returns, cancellations, replacements and refunds are governed by these Terms, the applicable transaction terms and Furnish Mall's published Returns and Refunds Policy, as amended in accordance with applicable law.

9.2. A Buyer may raise a complaint where a Product is defective, unsafe, damaged, materially misdescribed, incorrect, incomplete or otherwise fails to conform to the applicable contract or statutory standards. Complaints may also be raised where a service is not performed in accordance with the agreed scope or applicable legal standards.

9.3. Depending on the circumstances, the appropriate remedy may include repair, replacement, completion or correction of the service, a proportionate refund, cancellation or another remedy available under the contract or applicable law.

9.4. A Buyer should report a problem promptly and provide relevant order details and reasonable supporting evidence. Furnish Mall may refer a complaint to the Vendor, delivery provider or other responsible party and request their response.

9.5. A Vendor must cooperate with a legitimate returns or refund process and must not reject a valid statutory claim merely because the Buyer has opened, inspected or reasonably handled the Product.

9.6. Customised, bespoke, made-to-order, cut-to-size or specially procured Products may be subject to reasonable limitations on change-of-mind cancellations where those limitations are lawful, properly disclosed before purchase and consistent with the applicable contract. Such limitations do not automatically exclude remedies for defective, unsafe, misdescribed or non-conforming Products.

9.7. Deposits and advance payments are subject to the applicable contract and law. A deposit must not be treated as automatically non-refundable in every circumstance. Any deduction on cancellation must have a lawful basis and be proportionate to the loss or cost properly recoverable.

9.8. Where a refund is due for a Platform-Managed Transaction, Furnish Mall or its payment service provider will process the refund through the original payment method where reasonably practicable, or through another lawful method agreed with the Buyer. The processing period may depend on the payment provider and receiving financial institution. Furnish Mall will communicate any material delay within its control.

9.9. For a Buyer-to-Vendor Transaction, the Vendor is ordinarily responsible for processing a refund it received directly, subject to the applicable contract and law. Furnish Mall may assist in facilitating resolution but will not be deemed to hold funds it did not receive.

9.10. A Buyer must not make a fraudulent or knowingly false returns claim. Equally, Furnish Mall and Vendors must not use this clause to deter genuine complaints or to deny lawful remedies.

9.11. Nothing in these Terms, any Returns and Refunds Policy or any Vendor policy overrides a consumer's non-excludable rights under the FCCPA or other applicable legislation.

10. ASSEMBLY, INSTALLATION, DESIGN AND OTHER SERVICES

10.1. Where a Vendor offers assembly, installation, interior design, decoration, property-related or other professional services, the listing or service agreement must state the agreed scope, deliverables, charges, materials, timetable, exclusions and relevant site requirements.

10.2. The Service Provider is responsible for performing its services with the degree of care, skill and diligence required by the contract and applicable law, including applicable building, electrical, plumbing, safety and professional requirements.

10.3. A Service Provider must not undertake work for which it lacks any licence, certification, qualification or authorisation required by law. Furnish Mall may request evidence of relevant qualifications, insurance or credentials and may suspend a listing pending verification.

10.4. Before commencing work, the Service Provider must identify material site conditions, access limitations and reasonably foreseeable safety risks within its responsibility. The Buyer must disclose known hazards, concealed utilities and relevant restrictions within the Buyer's knowledge and control.

10.5. No material alteration to the approved design, specifications, price or scope of work may be made without documented agreement between the Buyer and Service Provider, except for urgent action reasonably necessary to prevent immediate harm or damage, subject to applicable law.

10.6. The Service Provider is responsible for damage, loss or injury to the extent caused by its negligence, breach of contract, unlawful conduct or failure to comply with applicable safety requirements. The Buyer remains responsible for matters properly within the Buyer's control, subject to the parties' respective legal duties.

10.7. A completion or acceptance record may be used to document the work performed, outstanding items and any visible defects. Signing such a record does not

waive latent defects, fraud, misrepresentation or statutory rights that cannot lawfully be waived.

10.8. Complaints about defective workmanship must be directed to the responsible Service Provider and may also be submitted to Furnish Mall where the service was arranged through the marketplace. The available remedy will depend on the contract, the nature of the defect and applicable law.

10.9. Furnish Mall's facilitation of a service does not, without more, make it the employer, supervisor or guarantor of the Service Provider. This clause does not exclude any responsibility Furnish Mall assumes expressly or incurs under applicable law.

11. SELLER AND SERVICE PROVIDER OBLIGATIONS

11.1. Every Vendor must:

(a) provide accurate registration, business and contact information;

(b) comply with applicable laws, regulations, product standards and licensing requirements;

(c) possess the right, title, authority and necessary permissions to offer and supply its Products or services;

(d) provide accurate listings, prices, stock information, specifications and delivery estimates;

(e) fulfil accepted orders and perform agreed services within the applicable contractual terms;

(f) supply Products that conform to the agreed description and applicable quality and safety standards;

(g) honour applicable warranties, returns, refunds and other consumer rights;

(h) maintain proper records of orders, payments, deliveries, complaints and relevant approvals;

(i) cooperate reasonably with investigations, complaints, safety notices, recalls and lawful requests for information;

(j) refrain from fraud, counterfeit sales, misleading advertising, review manipulation and other unlawful or deceptive conduct; and

(k) comply with the applicable Vendor Terms, policies and lawful instructions issued by Furnish Mall in relation to marketplace operations.

11.2. Vendors must promptly notify Furnish Mall of any material safety issue, regulatory investigation, recall, loss of licence, insolvency event or other matter

reasonably likely to affect their ability to perform transactions through the marketplace.

11.3. Furnish Mall may request documents reasonably necessary to verify a Vendor's identity, authority, product authenticity, certifications, insurance or compliance status. A Vendor must provide accurate information and must not misrepresent the existence or scope of any verification undertaken by Furnish Mall.

11.4. Furnish Mall may remove or restrict a listing, suspend a Vendor or take other proportionate protective action where it reasonably considers this necessary to address a material breach, credible safety concern, suspected fraud, legal restriction or risk to Users.

11.5. Vendors must not use the marketplace to offer prohibited, counterfeit, stolen, unsafe or unlawfully supplied Products or services.

11.6. Vendors must not circumvent an expressly agreed marketplace commission or fee through false transaction reporting or other dishonest conduct. Any restriction on off-platform transactions or solicitation must be clearly stated in the applicable Vendor Terms and must not unlawfully restrain competition or a User's rights.

12. USER CONTENT, REVIEWS AND RATINGS

12.1. Users may be permitted to submit reviews, ratings, photographs, comments, questions, designs, specifications and other content ("**User Content**").

12.2. Users are responsible for ensuring that their User Content is lawful, accurate to the best of their knowledge, non-misleading and does not infringe another person's rights.

12.3. User Content must not contain defamatory statements, unlawful threats, confidential information disclosed without authority, personal data published without a lawful basis, malicious code, obscene or unlawful material, fraudulent reviews or content that infringes intellectual-property rights.

12.4. Reviews and ratings should reflect genuine experiences. Users must not submit fabricated reviews, manipulate ratings, impersonate another person or offer improper inducements in exchange for misleading reviews.

12.5. Furnish Mall may moderate, remove, restrict or decline to publish User Content where it reasonably considers that the content breaches these Terms, applicable law or a legitimate marketplace policy. Where appropriate, Users may be invited to provide clarification or challenge a moderation decision.

12.6. Furnish Mall does not necessarily endorse User Content and is not responsible for every statement submitted by a User. This does not exclude responsibility imposed by law or for Furnish Mall's own acts or omissions.

13. LICENCE TO USE USER CONTENT

13.1. By submitting User Content, a User grants Furnish Mall a non-exclusive, worldwide, royalty-free licence to host, store, reproduce, display, format and communicate that content to the extent reasonably necessary to operate, promote, secure and improve the marketplace and administer the relevant transaction.

13.2. The licence does not transfer ownership of the User Content to Furnish Mall. It lasts for the period reasonably necessary for the purposes stated above, subject to applicable law, the User's rights and any legitimate record-retention requirement.

13.3. A User represents that they own or are authorised to submit the User Content and grant the licence in this section.

13.4. Confidential design drawings, technical plans, proprietary specifications and other commercially sensitive materials supplied for a transaction must be used only for the relevant transaction and associated lawful purposes, unless the owner consents to broader use or the law requires otherwise.

13.5. Furnish Mall will not knowingly use a User's confidential design or technical material for an unrelated commercial purpose merely because it was submitted through the marketplace.

14. ACCEPTABLE USE AND MARKETPLACE SECURITY

14.1. Users must use the marketplace only for lawful purposes and in accordance with these Terms.

14.2. A User must not:

(a) access, interfere with or attempt to compromise the marketplace's systems, security or data;

(b) introduce malicious code, conduct unauthorised testing or attempt to bypass technical restrictions;

(c) scrape, harvest, copy or extract marketplace data through automated means without authorisation;

(d) impersonate another person, submit false information or misrepresent authority;

(e) use the marketplace to commit fraud, money laundering, intellectual-property infringement or another unlawful act;

(f) interfere with another User's account, transactions or access to the marketplace;

(g) manipulate pricing, availability, reviews or transaction records;

(h) use marketplace communications to distribute spam, malware, unlawful content or unsolicited commercial messages contrary to applicable law; or

(i) use the marketplace in a manner reasonably likely to expose Furnish Mall or other Users to legal, financial, operational or security risks.

14.3. Furnish Mall may monitor marketplace activity to the extent reasonably necessary for security, fraud prevention, compliance, dispute resolution and platform administration, subject to applicable data-protection and other laws.

14.4. Furnish Mall may suspend access or cancel an affected transaction where reasonably necessary to investigate suspected fraud or a security incident. Any action affecting a transaction or payment must be proportionate, based on a legitimate reason and consistent with applicable law.

15. INTELLECTUAL PROPERTY

15.1. All intellectual-property rights in Company Content and the marketplace software, branding, design, layout and proprietary materials remain vested in Furnish Mall or its licensors.

15.2. Subject to these Terms, Furnish Mall grants Users a limited, revocable, non-exclusive and non-transferable right to access and use the marketplace for its intended purposes.

15.3. No User may reproduce, modify, distribute, reverse engineer, commercially exploit or create derivative works from Company Content or marketplace software except as expressly permitted by law or authorised in writing by Furnish Mall.

15.4. Vendors must ensure that their Products, photographs, logos, descriptions, designs and promotional materials do not infringe third-party intellectual-property rights.

15.5. A User who believes that content on the marketplace infringes their intellectual-property rights may notify Furnish Mall at [designated IP complaints email], providing sufficient details of the rights claimed, the allegedly infringing material and the basis of the complaint.

15.6. Furnish Mall may remove or restrict access to disputed content, request further information or take other reasonable steps in response to a credible complaint. A Vendor must cooperate with any reasonable investigation.

15.7. Furnish Mall may suspend or terminate a repeat infringer's access where justified by the evidence, these Terms and applicable law.

16. DATA PROTECTION AND PRIVACY

16.1. Furnish Mall will process personal data in accordance with the Nigeria Data Protection Act 2023, applicable regulations and directives, and its published Privacy Policy.

16.2. Personal data may be processed for purposes including account administration, order fulfilment, payment processing, delivery, customer support, fraud prevention, dispute resolution, legal compliance and other lawful purposes disclosed to Users.

16.3. Furnish Mall will identify an appropriate lawful basis for each relevant processing activity and will provide Users with the information required by applicable data-protection law. Consent will be obtained where required and will not be treated as a substitute for another lawful basis where the law does not require consent.

16.4. Personal data may be disclosed to Vendors, delivery providers, payment service providers, technology providers, professional advisers, regulators or other recipients where reasonably necessary for the stated purposes and permitted by law.

16.5. Furnish Mall will take appropriate technical and organisational measures to protect personal data against unauthorised access, loss, alteration, disclosure or destruction, taking account of the nature of the data and the risks involved.

16.6. Users must not collect, use, disclose or retain another User's personal data for an unrelated or unlawful purpose. Vendors receiving Buyer information must use it only for the relevant transaction, fulfilment, legitimate after-sales obligations and other lawful purposes.

16.7. Users may exercise applicable rights of access, rectification, erasure, objection, restriction, portability or other data-subject rights through the contact details stated in the Privacy Policy, subject to the conditions and exceptions under applicable law.

16.8. Further details concerning cookies, analytics, marketing communications, retention, international transfers, data-subject requests and complaints will be set out in the Privacy Policy and related notices.

17. PRODUCT SAFETY, COMPLIANCE AND RECALLS

17.1. Vendors must ensure that Products offered through the marketplace comply with applicable Nigerian laws, mandatory standards, labelling requirements, certification requirements and restrictions on sale or importation.

17.2. A Vendor must not offer a Product that it knows, or ought reasonably to know, is counterfeit, stolen, unsafe, unlawfully imported, materially misrepresented or prohibited from sale.

17.3. Where a Vendor becomes aware of a material safety defect, regulatory warning, recall or other issue that may render a Product unsafe or unlawful, it must promptly notify Furnish Mall, cease or restrict affected sales where appropriate, and cooperate with any necessary corrective action.

17.4. Furnish Mall may remove affected listings, suspend sales, notify affected Users, request supporting documents and take other reasonable measures to protect Users and comply with lawful directions.

17.5. A Vendor remains responsible for the statutory and contractual duties applicable to the Products it supplies. Furnish Mall's moderation, verification or removal of a listing does not, by itself, amount to a guarantee that all Products are safe or compliant.

18. VERIFICATION, AUDIT AND INVESTIGATIONS

18.1. Furnish Mall may conduct proportionate checks on Vendors and marketplace activity, including verification of identity, business registration, licences, product documentation, insurance and transaction records, where reasonably necessary for marketplace integrity, compliance or risk management.

18.2. Vendors must provide accurate and complete information reasonably requested for such checks and must promptly disclose any material change affecting the accuracy of information previously supplied.

18.3. Where there is a credible complaint, suspected fraud, safety concern, legal obligation or material breach, Furnish Mall may request relevant order, delivery, payment or product records and may restrict the affected listing or account while the matter is investigated.

18.4. Any audit or investigation must be proportionate to its purpose and conducted in a manner consistent with confidentiality, data-protection obligations and applicable law.

18.5. A refusal to provide information reasonably necessary to investigate a material risk may result in proportionate restrictions, suspension or termination, subject to any applicable legal rights.

19. LIMITATION OF LIABILITY

19.1. Nothing in these Terms excludes or limits any liability that cannot lawfully be excluded or limited under Nigerian law, including applicable statutory consumer rights and liability for fraud or other conduct to the extent such liability is non-excludable.

19.2. In a transaction where a Vendor is the contracting Seller or Service Provider, that Vendor is ordinarily responsible for its own contractual performance, Product conformity, warranties, delivery obligations and services, subject to the actual transaction terms and applicable law.

19.3. To the extent permitted by law, Furnish Mall is not responsible for a Vendor's independent act, omission, representation, insolvency or failure to perform merely because the Vendor uses the marketplace. This clause does not exclude Furnish

Mall's responsibility for its own breach of contract, negligence, misrepresentation, unlawful conduct or obligations it has expressly undertaken.

19.4. Subject to the preceding provisions, Furnish Mall will not be liable for indirect or consequential losses that were not reasonably foreseeable or are otherwise lawfully excluded under the applicable contract and law.

19.5. Furnish Mall does not warrant uninterrupted, error-free or continuously available access to the marketplace. Temporary interruption may arise from maintenance, technical failure, third-party service disruption, cyber incidents or circumstances beyond its reasonable control. Furnish Mall will take reasonable steps to restore material services and protect affected Users where appropriate.

19.6. Where a limitation or exclusion of liability is relied upon against a consumer, it must be lawful, fair, reasonable and brought to the consumer's attention as required by the FCCPA. No exclusion will be interpreted to deprive a consumer of a non-excludable statutory remedy.

19.7. Nothing in this section prevents a User from pursuing a claim against the party legally responsible for the relevant loss or from exercising any applicable statutory right.

20. INDEMNITY

20.1. To the extent permitted by law, a Vendor must indemnify Furnish Mall against reasonable, evidenced third-party claims, losses, liabilities, damages and legal costs to the extent arising from:

(a) the Vendor's material breach of these Terms or the applicable Vendor Terms;

(b) defective, unsafe, counterfeit or unlawfully supplied Products attributable to the Vendor;

(c) infringement of a third party's intellectual-property rights by the Vendor's Products, listings or materials;

(d) fraud, wilful misconduct or unlawful conduct by the Vendor;

(e) the Vendor's breach of applicable product, licensing, tax, employment, safety or regulatory obligations; or

(f) the Vendor's negligent or wrongful performance of a service, to the extent the resulting claim is attributable to the Vendor.

20.2. An indemnity under this section is limited to the extent the relevant loss or claim is attributable to the indemnifying party and is legally recoverable. It does not require a party to indemnify Furnish Mall for Furnish Mall's own negligence, breach, fraud or unlawful conduct to the extent such indemnification is prohibited by law.

20.3. Furnish Mall will, where reasonably practicable, notify the relevant Vendor of a claim for which indemnity is sought and provide reasonable cooperation. The Vendor must not settle a claim in a manner that imposes an admission, payment or continuing obligation on Furnish Mall without its prior written consent.

20.4. Any consumer-facing indemnity or acknowledgement must be conspicuous, fairly drafted and consistent with the FCCPA. Nothing in this section transfers a liability to a consumer where such transfer would be unlawful.

21. PROMOTIONS, DISCOUNTS AND STORE CREDITS

21.1. Furnish Mall may offer promotions, discounts, vouchers, store credits or other incentives subject to specific terms disclosed for each offer.

21.2. Promotional terms may specify eligibility, validity periods, redemption conditions, minimum purchase requirements, exclusions and restrictions on transfer or combination with other offers.

21.3. Unless required by law or expressly stated in the relevant offer, promotional credits have no cash value, are non-transferable and may not be redeemed for cash.

21.4. Furnish Mall may withdraw or correct a promotion where reasonably necessary to address fraud, technical error, unlawful conduct or circumstances beyond its reasonable control, subject to applicable law and any accrued rights of Users who have validly completed a qualifying transaction.

21.5. A promotion must not be advertised in a misleading manner, and any material condition must be adequately disclosed before the User commits to the relevant transaction.

22. SUSPENSION, TERMINATION AND BREACH

22.1. Furnish Mall may remove a listing, restrict a feature, suspend an account or terminate a User's access where it reasonably considers such action necessary because of:

(a) a material breach of these Terms or applicable Vendor Terms;

(b) suspected fraud, impersonation, payment manipulation or unlawful conduct;

(c) repeated failure to fulfil orders or resolve legitimate complaints;

(d) a credible product-safety, security or regulatory concern;

(e) infringement of intellectual-property or other third-party rights; or

(f) a legal requirement or a material risk to the marketplace or its Users.

22.2. Where appropriate and lawful, Furnish Mall will notify the affected User of the reason for the action and provide a reasonable opportunity to respond or remedy the

breach. Immediate action may be taken where necessary to prevent fraud, harm, unlawful activity or material security risks.

22.3. Furnish Mall may cancel an affected order where continued performance would be unlawful, impossible or materially compromised by a legitimate risk. Any payment or refund consequence must be addressed in accordance with the applicable contract and law.

22.4. Termination does not extinguish accrued rights, outstanding payment obligations, valid refund entitlements, claims arising from prior conduct or provisions intended by their nature to survive termination.

23. COMPLAINTS AND DISPUTE RESOLUTION

23.1. A User should first submit a complaint through [designated complaints email], [customer support channel] or another contact method published by Furnish Mall. The complaint should identify the relevant order or listing, the parties involved, the nature of the complaint and the remedy sought.

23.2. Furnish Mall may request relevant supporting information and refer the complaint to the responsible Vendor, payment provider or delivery provider. Users and Vendors must cooperate reasonably with the process.

23.3. Furnish Mall will acknowledge and address complaints within a reasonable period and communicate material developments where appropriate. The period required for resolution may depend on the nature and complexity of the complaint, the availability of evidence and the involvement of third parties.

23.4. Furnish Mall may facilitate negotiations or other informal resolution but is not obliged to determine a dispute between a Buyer and Vendor as a court or tribunal would. Any resolution offered by Furnish Mall must be consistent with its actual contractual role and applicable law.

23.5. Nothing in this section prevents a User from referring a matter to the Federal Competition and Consumer Protection Commission, another competent regulator or a court of competent jurisdiction, as applicable.

23.6. A Buyer-to-Vendor Transaction remains subject to the contract between the Buyer and Vendor. Furnish Mall may assist with communications or evidence but will not be treated as the contracting party solely because it facilitated the introduction.

24. THIRD-PARTY SERVICES AND EXTERNAL LINKS

24.1. The marketplace may contain links to third-party websites, payment services, logistics platforms or other external services. Those services may be governed by separate terms and privacy notices.

24.2. Furnish Mall does not control every third-party service and is not responsible for its independent acts or omissions merely because a link or integration is provided, subject to any responsibility imposed by law or expressly assumed by Furnish Mall.

24.3. Users should review the applicable third-party terms before using an external service or providing personal or payment information.

24.4. A third-party service provider's terms do not override a User's non-excludable rights under applicable law or any express obligation undertaken by Furnish Mall.

25. GENERAL CONTRACTUAL PROVISIONS

25.1. **Entire Agreement:** These Terms, together with any applicable order terms, Vendor Terms and policies incorporated into the relevant transaction, constitute the agreement governing the subject matter addressed by them and supersede prior representations on that subject, except for fraud or any matter that cannot lawfully be excluded.

25.2. **Order of Precedence:** If there is a conflict, the following order applies to the extent relevant: (a) mandatory applicable law; (b) a transaction-specific written agreement expressly agreed by the relevant parties; (c) applicable special terms for the Product or service; (d) the relevant published policy; and (e) these general Terms. A policy cannot override a statutory right or amend an existing contract retrospectively without a lawful basis.

25.3. **Variation:** Furnish Mall may amend these Terms from time to time. Material amendments will be communicated through the marketplace or another reasonable method and will apply prospectively from the stated effective date. Where fresh acceptance is legally or contractually required, the amended Terms will not apply to the affected User until the required acceptance is obtained.

25.4. **No Waiver:** A failure or delay by Furnish Mall to enforce a provision does not constitute a waiver of that provision or any other right. A waiver must be express and applies only to the matter for which it is given.

25.5. **Severability:** If a provision is held invalid or unenforceable, it will be severed or limited to the minimum extent necessary, and the remaining provisions will continue in effect, provided the remaining agreement can lawfully operate.

25.6. **Assignment:** A User may not transfer rights or obligations under these Terms without the prior written consent of Furnish Mall, except where permitted by law. Furnish Mall may assign or transfer its rights and obligations as part of a bona fide restructuring, merger, business transfer or reorganisation, subject to applicable law and protection of Users' rights.

25.7. **Independent Parties:** Unless expressly agreed otherwise, Furnish Mall and each Vendor are independent contracting parties. Nothing in these Terms creates a

partnership, employment relationship, fiduciary relationship, franchise or general agency between Furnish Mall and a Vendor. The actual legal relationship will nevertheless be determined by the substance of the arrangement and applicable law, not merely by this description.

25.8. **Force Majeure:** A party will not be liable for delay or failure to perform to the extent directly caused by an event beyond its reasonable control, including natural disasters, war, civil unrest, epidemic, governmental restriction, widespread infrastructure failure or material disruption of third-party services, provided the affected party takes reasonable steps to mitigate the effects and resumes performance when reasonably practicable. This clause does not excuse payment obligations already accrued, eliminate applicable consumer remedies or permit a party to retain payment for goods or services it is legally required to refund.

25.9. **Electronic Transactions and Records:** Users consent to the use of electronic communications, electronic order confirmations and electronic records for transactions conducted through the marketplace, subject to applicable law. Furnish Mall may retain records of acceptance, orders, specifications, payments, communications, delivery and complaints for legitimate business, evidential and compliance purposes. Such records may be used as evidence but are not automatically conclusive of every disputed fact.

25.10. **Third-Party Rights:** Except where expressly stated or provided by law, a person who is not a party to the relevant contract has no right to enforce its terms under these Terms.

26. GOVERNING LAW, JURISDICTION AND NOTICES

26.1. These Terms are governed by the laws of the Federal Republic of Nigeria.

26.2. The parties will endeavour to resolve disputes amicably through the complaints process or other appropriate discussions. Where a dispute remains unresolved, it may be referred to a court of competent jurisdiction in Nigeria, subject to applicable law and any valid dispute-resolution agreement.

26.3. Nothing in these Terms restricts a consumer's right to approach the Federal Competition and Consumer Protection Commission or another competent regulatory authority where permitted by law.

26.4. Notices to Furnish Mall must be sent to the contact details below or to any replacement contact details published on the marketplace. Notices to Users may be delivered through the email address, telephone number, account notification or other contact details supplied by the User, subject to applicable law and the nature of the notice.

Furnish Mall Limited

Privacy/Data Protection Contact: ***08162765004***
Email: furnishmall1@gmail.com
Registered/Business Address: ***No. 14 Ayorosiji Crescent ikeja GRA Lagos Nigeria***

Customer complaints: ***07047287968***

Website: *https://www.furnishmall.co*

END OF TERMS AND CONDITIONS