

Please read carefully!

These Terms of Use set forth important details about your relationship with **Repairnownow**, including the rights you grant to **Repairnownow**, restrictions on how you can use this web site, **Repairnownow** liability in the event something goes wrong, and our agreement to resolve disputes via binding arbitration without resort to class action litigation.

This web site or mobile application is owned and operated **Repairnownow**. By accessing, using, registering for, or purchasing merchandise from the Sears Site, you agree to be bound by these terms of use (the “Terms”). All visitors to and users of any aspects of the **Repairnownow** (collectively, “Users”) are bound by these Terms. **Repairnownow** reserve the right to modify the Terms at any time without prior notice to you, and therefore, **Repairnownow** recommends that you read these Terms carefully each time you use the **Repairnownow** Site. By signing in or registering to use the **Repairnownow** Site, you accept all the provisions of these Terms. If you are unwilling to be bound by these Terms, you should not access, use, register for, or purchase merchandise from the Sears Site.

GENERAL

You confirm that you are at least 18 years of age or are accessing the Site under the supervision of a parent or legal guardian. You agree that if you are unsure of the meaning of any part of the Terms and Conditions of Service, you will not hesitate to contact us for clarification prior to making a purchase.

These Terms and Conditions of Service fully govern the service of goods and services purchased on this Site. No extrinsic evidence, whether oral or written, will be incorporated.

FORMATION OF CONTRACT

Both parties agree that browsing the website and gathering information regarding the services provided by the trader does not constitute an offer to trade, but merely an invitation to treat. The parties accept that an offer is only made once you have selected the service.

Both parties agree that the acceptance of the offer is not made when we contact you by phone or by email to confirm that the order has been placed online.

Before your order is confirmed, you may be asked to provide additional verifications or information, including but not limited to phone number and address, before we accept the order.

Please note that there are cases when an order cannot be processed for various reasons. The Site reserves the right to refuse or cancel any order for any reason at any given time.

USER SUBMISSIONS

Anything that you submit to the Site and/or provide to us, including but not limited to, questions, reviews, comments, and suggestions (collectively, "Submissions") will become our sole and exclusive property and shall not be returned to you.

In addition to the rights applicable to any Submission, when you post comments or reviews to the Site, you also grant us the right to use the name that you submit, in connection with such review, comment, or other content.

You shall not use a false e-mail address, pretend to be someone other than yourself or otherwise mislead us or third parties as to the origin of any Submissions. We may, but shall not be obligated to, remove or edit any Submissions.

LINKS AND THIRD PARTY WEBSITES

We may include links to third party websites at any time. However, the existence of a link to another website should not be considered as an affiliation or a partnership with a third party or viewed as an endorsement of a particular website unless explicitly stated otherwise.

In the event the user follows a link to another website, he or she does so at his or her own risk. We accept no responsibility for any content, including, but not limited to, information, products and services, available on third party websites.

Creating a link to this website is strictly forbidden without our prior written consent. Furthermore, we reserve the right to revoke our consent without notice or justification.

INTELLECTUAL PROPERTY

Both parties agree that all intellectual property rights and database rights, whether registered or unregistered, in the Site, information content on the Site and all the website design, including, but not limited to, text, graphics, software, photos, video, music, sound, and their selection and arrangement, and all software compilations, underlying source code and software shall remain at all times vested in us or our licensors. Use of such material will only be permitted as expressly authorized by us or our licensors.

Any unauthorized use of the material and content of this website is strictly prohibited and you agree not to, or facilitate any third party to, copy, reproduce, transmit, publish, display, distribute, commercially exploit or create derivative works of such material and content.

DATA PROTECTION

Any personal information collected in relation to the use of this website will be held and used in accordance with our Privacy Policy, which is available on our Site.

Services

Payment

While availing any of the payment method/s offered at **Repairnownow.com**, **Repairnownow.com** will not be responsible or assume any liability, whatsoever in respect of any loss or damage arising directly or indirectly to you due to:

1. Lack of authorization for any transaction/s, or
2. Exceeding the preset limit mutually agreed by you and between your "Bank/s", or
3. Any payment issues arising out of the transaction, or

All payments made against the purchases/services on **Repairnownow.com** by you shall be compulsorily in Nigerian Naira acceptable by the Central Bank of Nigeria. **Repairnownow.com** does not accept any other form of currency with respect to the purchases made on

Repairnownow.com.

Breach

Without limiting other remedies, **Repairnownow.com** may limit your activity, immediately remove your information, warn other Users of your actions, immediately temporarily/indefinitely suspend or terminate or block your membership, and/or refuse to provide you with access to **Repairnownow.com** website in the event, but not limited to:

1. If you breach the Terms of Use or Privacy Policy or other rules and policies, if any;
2. If **Repairnownow.com** is unable to verify or authenticate any information you provide; or
3. If it is believed that your actions may cause legal liability for you, other Users or

Repairnownow.com. **Repairnownow.com** may at any time at its sole discretion reinstate suspended users.

A User that has been suspended or blocked may not register or attempt to register with **Repairnownow.com** or use **Repairnownow.com** Website in any manner whatsoever until such time that such User is reinstated by **Repairnownow.com**. Notwithstanding the foregoing, if you breach the Terms of Use or Privacy Policy or other rules and policies, **Repairnownow.com** reserves the right to recover any amounts due and owing by you to **Repairnownow.com** and to take strict legal action including but not limited to a referral to the appropriate police or other authorities for initiating criminal or other proceedings against you.

Indemnity

You shall indemnify and hold harmless **Repairnownow.com** its owner, licensee, affiliates, subsidiaries, group companies (as applicable) and their respective officers, directors, agents, and employees, from any claim or demand, or actions including attorneys' fees, made by any third party or penalty imposed due to or arising out of your breach of this Terms of Use, privacy Policy and other Policies, or your violation of any law, rules or regulations or the rights of a third party.

APPLICABLE LAW AND JURISDICTION

These Terms and Conditions of **Service** shall be interpreted and governed by the laws in force in the Federal Republic of Nigeria. Subject to the Arbitration section below, each party hereby agrees to submit to the jurisdiction of the courts of Nigeria and to waive any objections based upon venue.

ARBITRATION

Any controversy, claim or dispute arising out of or relating to these Terms and Conditions of service will be referred to and finally settled by private and confidential binding arbitration before a single arbitrator held in Nigeria in English and governed by Nigeria law pursuant to the Arbitration and Conciliation Act Cap A18 Laws of the Federation of Nigeria 2004, as amended, replaced or re-enacted from time to time.

The arbitrator shall be a person who is legally trained and who has experience in the information technology field in Nigeria and is independent of either party. Notwithstanding the foregoing, the Site reserves the right to pursue the protection of intellectual property rights and confidential information through injunctive or other equitable relief through the courts.

SEVERABILITY

If any portion of these Terms or Conditions of service is held by any court or tribunal to be invalid or unenforceable, either in whole or in part, then that part shall be severed from these Terms and Conditions of service and shall not affect the validity or enforceability of any other section listed in this document.

MISCELLANEOUS PROVISIONS

You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

We reserve the right to transfer, assign or sub-contract the benefit of the whole or part of any rights or obligations under these Terms and Conditions of service to any third party.