

## **Terms & Conditions**

By using this Site, you consent to our Terms of Use set out below.

Thank you for choosing 234parts.com and becoming a customer/advertiser hereinafter called the Vendor (“Vendor”). 234parts.com is a global platform for the listing of auto spare parts and accessories by Vendors. We are committed to promoting and providing a safe and fair, trading environment to all users of our marketplace at [www.234parts.com](http://www.234parts.com). To ensure the integrity of the Site, 234parts.com requires that you should conduct your business affairs with integrity and in an ethical manner when using 234parts.com services.

When a Vendor subscribes to the services of 234parts.com, you agree that you will abide by the relevant service terms of 234parts.com as well as the applicable rules and policies of the Site (collectively, the “Terms”). These Terms contain the requirements on the part of Vendors in using the 234parts.com services and Site.

### **Each Vendor should read the Terms carefully and abide by the Terms.**

#### **1. 234parts.com Terms**

- The Terms include the following service terms and website rules and policies:
  - The Privacy Policy.
  - Rules on posting advertisements
  - Terms of Use of the Sites;
- 234parts.com may revise any Terms and may publish new Terms, from time to time. The revised and updated Terms will become effective and binding on Vendors upon being published on a Site.

#### **2. Business Registration Documents**

- 234parts.com may conduct the authentication and verification procedures against Vendors as part of our efforts to confirm the identity of a paying Vendor. 234parts.com services are personal to the identified Vendors. Vendor should not provide any false or misleading document or information to 234parts.com concerning your business registration and authorization.
- Vendor may not use another’s business registration document or any false or forged document in your application for 234parts.com service.

#### **3. Security of Account**

- 234parts.com shall have the right to terminate your account without any liability to you if you fail to take appropriate measures in safeguarding the security of your account.

#### **4. Rules on Posting Advertisements and Other Content**

- Vendor may publish information about your company, products and other content on the Site. The general rule is that Vendor should ensure that all information you post on the Sites is true, accurate and lawful and should not be false or misleading, violate any applicable laws and regulations or infringe any legitimate rights of another party.

- Vendor should adhere to the prohibitions and restrictions on posting material on the Sites. The posting of advertisements, links and other material for prohibited or restricted products on the Sites is forbidden. Examples of prohibited products include, among others, dangerous drugs, ammunition, indecent items, content which may cause social disorder, products which are fake or counterfeit products or infringe another's intellectual property rights. Examples of restricted products include, among others, products which may require license or approval from the competent government authorities such as medical instruments, fireworks, etc.
- Advertisements sponsored by vendors will be published after the vendor has met the required financial obligations and agreed to the contract governing the sponsored advertisement.

#### **5. Transactions**

- Vendor is required to honestly and duly perform your contractual obligations with your business partners.
- Vendor may not deliver goods which are in substantial non-conformity with the goods ordered (such as substantial non-conformity in material, specifications, product category, used goods for brand new goods).
- Vendor may not advertise products which are fake or counterfeit products or otherwise infringe another's intellectual property rights.

#### **6. Breaches**

- Without limiting 234parts.com's rights to impose various penalties, 234parts.com will have the right to terminate Vendor's account without refund or other liability to Vendor if Vendor has committed a breach described in this document.
- 234parts.com may publish the records regarding Vendor's breach on the Sites.
- If 234parts, in its sole discretion determines the texts or images as inappropriate for the designated market, it will not publish your advertisement. 234parts.com will not be liable to refund any related payments due to costs incurred for control and administration of the advertising content.
- We sincerely hope that you will collaborate with 234parts.com to make the Sites a fair and safe business platform.

#### **7. Terms of Use**

- 234parts.com reserves the right to change, upgrade, modify, limit or suspend its services or any of its related functionalities or applications at any time temporarily or permanently without prior notice. 234parts.com further reserves the right to introduce new features, functionalities or applications to its services. All new features, functionalities, applications, modifications, upgrades and alterations shall be governed by this document, unless otherwise stated by 234parts.com.
- **234parts'** services are offered only to business or corporate entities (e.g. corporations, limited liability companies, partnership, sole proprietors, etc.) that are capable of having a business name and business address that may be verified by it.
- 234parts.com shall have the right, but shall not be obliged, to monitor or examine any information and materials including any website link that Vendor publishes or submits to 234parts.com for publishing on the Site (the "Vendor Materials"). Publishing of Vendor

Materials shall by no means mean that 234parts.com has endorsed or otherwise certify the contents of such Vendor Materials. Vendor shall be solely responsible for the contents of its Vendor Materials.

- If any activities of Vendor on the Site or any Vendor Materials (including material accessible through a link in the Vendor Materials), in 234parts.com's reasonable opinion, are in violation of any applicable laws and regulations or a third party's legitimate rights (including without limitation intellectual property rights), the terms of this Agreement or the Website Terms or may otherwise subject 234parts.com or its affiliates to liability, 234parts.com may, at its option, delete, remove or modify such Vendor Material or any part thereof and/or limit or suspend the provision of its services or any part thereof.
- 234parts.com reserves the right to cooperate fully with governmental authorities, private investigators and/or injured third parties in the investigation of any suspected criminal or civil wrongdoing. Further, 234parts.com may disclose Vendor's identity and contact information, if requested by a government or law enforcement body, an injured third party, or as a result of a subpoena or other legal action. 234parts.com shall not be liable for damages or results thereof, and Vendor agrees not to bring any action or claim against 234parts.com for such disclosure. In connection with any of the foregoing, 234parts.com may suspend or terminate Vendor's Account as 234parts.com deems appropriate at its sole discretion. 234parts.com shall have the right to publish the records relating to handling of complaints against Vendor, breaches by Vendor on the Site.
- Vendor hereby grants to 234parts.com a non-exclusive, royalty-free, sub-licensable, worldwide, transferable license to (a) display, publish or transmit all or part of the Vendor Materials, or any adaptations thereof, (b) link, copy, store, adapt, translate or make other reasonable use of all or part of the Vendor Materials, or any adaptations thereof, necessary to provide the Services in any medium known now and in the future.

#### **8. Service Period**

Unless otherwise agreed by the parties, the service period shall be one (1) year from the date of publication of the advertisement. Publication shall be notified to Vendor via email to such email address provided by Vendor upon registration for our services.

#### **9. Fees and Payment**

- All services fees are payable exclusive of any taxes, duties or other governmental levies or any financial charges. You agree to pay and be responsible for any such taxes, duties, levies or charges on any transaction generated through the use of our services. In the event 234parts.com is required by any applicable law to collect any taxes or duties, you agree to pay such taxes or duties to 234parts.com.
- 234parts.com reserves the right to modify its pricing structure, discounts and payment conditions from time to time at its sole discretion.

#### **10. Vendor Responsibilities**

- Vendor represents and warrants to 234parts that:
  - it will carry on its activities on the Site in compliance with any applicable laws and regulations;

- it will not use 234parts services to defraud users of the Site or engage in other unlawful activities (including without limitation spamming, allowing another to use your business registration information to subscribe for an 234parts.com service);
- it has the legitimate right and authorization to sell, distribute or export all products or services it posts on the Site or otherwise referred to in its Vendor Materials;
- all contents of its Vendor Materials are true, lawful and accurate, and are not false, misleading or deceptive;
- it will not impersonate any person or entity, or misrepresent itself or its affiliation with any person or entity;
- it will not post any product or service listing in breach of the Site's product listing policy (Article 4 of this document) and its Vendor Materials or any product or service referred to in its Vendor Materials do not infringe or otherwise abet or encourage the infringement or violation of any third party's copyright, patent, trademarks, trade secret or other proprietary right, rights of publicity and privacy or other legitimate rights;
- Vendor agrees and undertakes that it will not:
  - copy, reproduce, exploit or expropriate 234parts.com's various proprietary directories, databases and listings;
  - use or distribute any computer viruses or other destructive devices and codes that may harm, interfere with, intercept or expropriate any software or hardware system, data or personal information;
  - gain or attempt to gain authorized access to the computer systems or networks used by 234parts.com and/or any user of the Site or engage in any other activities that may harm the integrity of such computer systems or networks;
  - take any action which may undermine the integrity of 234parts.com's feedback system, such as leaving positive feedback for himself using secondary Vendor IDs or through third parties or by leaving unsubstantiated negative feedback for another Vendor.
- With regards to information about or posted on behalf of any business referee, Vendor represents and warrants that it has obtained all necessary consents, approvals and waivers from its business partners and associates (a) to act as its business referee; (b) to post and publish their contact details and information, reference letters and comments on their behalf; and (c) that third parties may contact such business referees to support claims or statements made about Vendor.
- Vendor shall conduct all activities on the Site in accordance with all applicable laws and regulations and commonly accepted commercial practices. Vendor shall also conduct its business affairs with integrity and in an ethical manner.
- Vendor acknowledges and agrees that 234parts.com shall not be responsible, and shall have no liability to it or anyone else for any content of the Vendor Materials or materials posted by third parties.
- Vendor shall be solely liable for its business name submitted. In case 234parts.com receives any complaint or claim against Vendor in respect of its business name, unless Vendor changes to a

new business name 234parts.com shall have the right to suspend or terminate Vendor's Account immediately.

- Vendor agrees to indemnify 234parts.com and its affiliates and their employees, agents and representatives and to hold them harmless, from any and all losses, damages, actions, claims and liabilities (including legal costs on a full indemnity basis) which may arise, directly or indirectly, from its Vendor Materials or use of the Services or from Vendor's breach of this Agreement or the website terms, (including claims arising from Vendor's business name) and from claims of third parties. 234parts.com reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by Vendor, in which event Vendor shall cooperate with 234parts.com in asserting any available defenses.

#### **11. Limitation of Liability**

- 234parts.com represents and warrants that it will provide its services with reasonable care and skill. Except as expressly provided in this agreement and to the full extent permitted by law the services are provided on an "as is" and "as available" basis, and 234parts.com hereby expressly disclaims any and all warranties, express or implied, including but not limited to any warranties of condition, quality, durability, performance, accuracy, reliability, or fitness for a particular purpose or non-infringement even if advised of the possibility of such damages or if such possibility was reasonably foreseeable. All such warranties, representations, conditions, undertakings and terms are hereby excluded. If 234parts.com breaches the warranty hereunder, 234parts.com shall re-perform the affected part of the services. to the full extent permitted by law, the remedy under this clause 7.1 shall be Vendor's sole and exclusive remedy for breach of 234parts.com's warranties.
- To the full extent permitted by law, 234parts.com shall not be liable for any indirect, consequential, incidental, special or punitive damages, including without limitation damages for loss of profits or revenues, business interruption, loss of business opportunities or loss of data, whether in contract, negligence, tort or otherwise, arising from the use or inability to use 234parts.com's services.
- Vendor agrees not to hold 234parts.com responsible for third parties' content, actions or inactions. If Vendor uses third parties' services, software or products in connection with 234parts' services, Vendor further agrees not to hold 234parts.com responsible for such third parties' services, software or products.
- Any material downloaded or otherwise obtained through the use of 234parts.com's services is done at Vendor's sole discretion and risk and Vendor is solely responsible for any damage to its computer system or loss of data that may result from the download of any such material. No advice or information, whether oral or written, obtained by Vendor from 234parts.com or through or from its services shall create any warranty not expressly stated herein.
- Notwithstanding any of the foregoing provisions, the aggregate liability of 234parts.com and its affiliates and their employees, agents and representatives or anyone acting on their behalf, with respect to Vendor for all claims arising from the use of 234parts.com's services or the Site shall not exceed the amount of the amount that Vendor pays to 234parts.com for its services during current service period. The preceding sentence shall not preclude the requirement by Vendor

to prove actual damages. All claims arising from the use of the Services must be filed within one (1) year from the date the cause of action arose.

## **12. Termination**

- If any of the following circumstances occurs, 234parts.com shall have the right to terminate the Agreement immediately upon written notice to Vendor and to forfeit the services fees for any unused Services without liability:
  - 234parts.com has reasonable grounds to believe that Vendor uses its services for any fraudulent or other unlawful purpose;
  - upon complaint or claim from any third party, 234parts.com has reasonable grounds to believe that Vendor has willfully or materially breached its contract with the third party complainant, including without limitation where Vendor has failed to deliver the products ordered by the complainant after receipt of the purchase price, or where Vendor has failed to make payment to the complainant after receipt of the products delivered by the complainant, or where Vendor has delivered the products that fail to materially meet the terms and descriptions outlined in Vendor Materials;
  - 234parts.com has reasonable grounds to believe that Vendor is involved in the production or sale of any inferior goods or any goods which infringe any intellectual property rights or other legitimate rights of any third party;
  - Vendor sells any business information related to buyers and/or their buy leads/enquiries which are obtained by Vendor as a result of use of 234parts' services without 234parts.com's prior written consent;
  - Vendor is involved in any scheme or activities to undermine the integrity or normal operation of the computer systems or networks of the Site (including gaining unauthorized access to the systems of the Site, stealing, modifying or deleting the information of other Vendors of the Site without authorization);
  - Vendor is in breach of any of its representations, warranties and undertakings in clause 5;
  - Vendor has failed to rectify any breach of the terms and conditions outlined in this document other than those under para (1)-(7) hereof within 10 working days of being notified by 234parts.com of such breach;

## **13. Force Majeure**

- Under no circumstances shall 234parts.com be held liable for any delay or failure or disruption of its services resulting directly or indirectly from acts of nature, forces or causes beyond its reasonable control, including without limitation, acts of God, Internet failures, computer, telecommunications or any other equipment failures, electrical power failures, strikes, labour disputes, riots, insurrections, civil disturbances, shortages of labour or materials, terrorism, war, governmental actions, orders of domestic or foreign courts or tribunals.

## **14. General Provisions**

- This document constitutes the entire agreement between Vendor and 234parts.com with respect to and governs the use of 234parts' services, superseding any prior written or oral agreements in relation to the same subject matter herein.

- **Any disputes by reason of this agreement shall be resolved through arbitration in accordance with the arbitration Rules and Simplified Arbitration Proceedings of the Lagos Chamber of Commerce.** The arbitration proceedings shall take place in Lagos. The language of the proceedings shall be English.
- If any provision of this document is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced.
- Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section.
- Any failure by 234parts.com to exercise any of its rights described herein shall not constitute a waiver of such right or a waiver with respect to subsequent or similar breach. A waiver shall be effective only if made in writing.

## **PRIVACY POLICY**

This Privacy Policy governs the manner in which Spareworks Limited, the parent company of 234parts collects, uses, maintains and discloses information collected from users (each, a "User") of the website ("Site"). This privacy policy applies to the Site (234parts.com) and all products and services offered by Spareworks Limited.

### **Personal identification information**

We may collect personal identification information from Users in a variety of ways, including, but not limited to, when Users visit our site, register on the site, search products, fill out a form, respond to a survey, subscribe to the newsletter, and in connection with other activities, services, features or resources we make available on our Site. Users may be asked for, as appropriate, name, email address, mailing address, phone number.

**Users may, however, visit our Site anonymously.**

We will collect personal identification information from Users only if they voluntarily submit such information to us. Users can always refuse to supply personally identification information, except that it may prevent them from engaging in certain Site related activities.

### **Non-personal identification information**

We may collect non-personal identification information about Users whenever they interact with our Site. Non-personal identification information may include the browser name, the type of computer and technical information about Users means of connection to our Site, such as the operating system and the Internet service provider's utilized and other similar information.

### **Web browser cookies**

Our Site may use "cookies" to enhance User experience. User's web browser places cookies on their hard drive for record-keeping purposes and sometimes to track information about them. User may choose to set their web browser to refuse cookies, or to alert you when cookies are being sent. If they do so, note that some parts of the Site may not function properly.

### **How we use collected information**

Spareworks Limited collects and uses Users personal information for the following purposes:

#### **To improve customer service**

Your information helps us to more effectively respond to your customer service requests and support needs.

#### **To personalize user experience**

We may use information in the aggregate to understand how our Users as a group use the services and resources provided on our Site.

### **To improve our Site**

We continually strive to improve our website offerings based on the information and feedback we receive from you.

### **To administer a content, promotion, survey or other Site feature**

To send Users information they agreed to receive about topics we think will be of interest to them.

To share your information with third parties

We may share or sell information with third parties for marketing or other purposes.

To send periodic emails

The email address Users provide for order processing, will only be used to send them information and updates pertaining to their order. It may also be used to respond to their inquiries, and/or other requests or questions. If User decides to opt-in to our mailing list, they will receive emails that may include company news, updates, related product or service information, etc. If at any time the User would like to unsubscribe from receiving future emails, we include detailed unsubscribe instructions at the bottom of each email or User may contact us via our Site.

### **How we protect your information**

We adopt appropriate data collection, storage and processing practices and security measures to protect against unauthorized access, alteration, disclosure or destruction of your personal information, username, password, transaction information and data stored on our Site.

Sensitive and private data exchange between the Site and its Users happens over a SSL secured communication channel and is encrypted and protected with digital signatures.

### **Third party websites**

Users may find advertising or other content on our Site that link to the sites and services of our partners, Vendors, advertisers, sponsors, licensors and other third parties. We do not control the content or links that appear on these sites and are not responsible for the practices employed by websites linked to or from our Site. In addition, these sites or services, including their content and links, may be constantly changing. These sites and services may have their own privacy policies and customer service policies. Browsing and interaction on any other website, including websites which have a link to our Site, is subject to that website's own terms and policies.

### **Changes to this privacy policy**

234parts Limited has the discretion to update this privacy policy at any time. When we do, we will post a notification on the main page of our Site, revise the updated date at the bottom of this page, send you an email. We encourage Users to frequently check this page for any changes to stay informed about how we are helping to protect the personal information we collect. You acknowledge and agree that it is your responsibility to review this privacy policy periodically and become aware of modifications.

### **Your acceptance of these terms**

By using this Site, you signify your acceptance of this policy and terms of service. If you do not agree to this policy, please do not use our Site. Your continued use of the Site following the posting of changes to this policy will be deemed your acceptance of those changes.

### **Contacting us**

If you have any questions about this Privacy Policy, the practices of this site, or your dealings with this site, please contact us at:

#### **Spareworks Limited**

2, Pade Odanye, Harmony Enclave, off Adeniyi Jones,  
Ikeja, Lagos.  
Nigeria.