

**You are welcome to Instant warehouse. Instant Warehouse Nigeria is a specialized online industrial property listing portal. Individuals, small, medium and large enterprise companies can find properties by clicking and connecting directly with agents and property owners alike. Instant warehouse provides a seamless platform that ensures ease of finding your desired industrial properties within Nigeria.**

By accessing [www.Instantwarehouse.ng](http://www.Instantwarehouse.ng) and its related websites, services, applications or tools (Collectively referred to as "Instantwarehouse") you are agreeing to the following terms, including those available by hyperlink, which are designed to make sure that Instant warehouse works for everyone. Instant warehouse is provided to you by Instant warehouse and Logistic Nigeria Limited, 87 Allen Avenue, Ikeja Lagos and registered in Nigeria.

These Terms of Use constitute a legally binding agreement between you and Instantwarehouse Nigeria Limited with effective from August 2018 for current users, and upon acceptance for new users. You accept these Terms of Use by clicking the "Login/Register" button when registering an Instantwarehouse account and by otherwise accessing or using the Instantwarehouse websites, services, applications and tools, including posting an advert or as otherwise indicated on a specific site, service, application or tool.

## **Using Instant Warehouse Nigeria**

As a condition of your use of Instantwarehouse (including Instantwarehouse.ng and its related websites, services, applications and tools) you agree that you will not:

- violate any laws;
- violate the Posting Rules;
- post any threatening, abusive, defamatory, obscene or indecent material;
- post or otherwise communicate any false or misleading material or message of any kind;
- infringe any third-party right;
- distribute spam, chain letters, or promote pyramid schemes;
- distribute viruses or any other technologies that may harm Instantwarehouse or the interests or property of Instantwarehouse users;
- impose or contribute to imposing an unreasonable load on our infrastructure or interfere with the proper working of Instantwarehouse;
- copy, modify, or distribute any other person's content without their consent;
- use any robot spider, scraper or other automated means to access Instantwarehouse and collect content for any purpose without our express written permission;
- harvest or otherwise collect information about others, including email addresses, without their consent;
- copy, modify or distribute rights or content from the Instantwarehouse site, services, applications or tools or Instantwarehouse's copyrights and trademarks;
- harvest or otherwise collect information about users, including email addresses, without their consent
- bypass measures used to prevent or restrict access to Instantwarehouse;
- Selling any counterfeit items or otherwise infringe the copyright, trademark or other rights of third parties.

You are solely responsible for all information that you submit to Instantwarehouse and any consequences that may result from your post. We reserve the right at our discretion to refuse or delete content that we believe is inappropriate or breaching the above terms. We also

reserve the right at our discretion to restrict a user's usage of Instantwarehouse either temporarily or permanently, or refuse a user's registration. If we believe that you are breaching these Terms of Use in any way and/or behaving suspiciously on the Instantwarehouse websites, services, applications or tools, we may, at our discretion, inform other Instantwarehouse users that have been in contact with you and recommend that they exercise caution.

## **Abuse of Instantwarehouse**

Instantwarehouse and the Instantwarehouse community work together to keep the Instantwarehouse websites, services, applications and tools working properly and the community safe. Please report problems, offensive content and policy breaches to us using the reporting system.

Without limiting other remedies, we may issue warnings, limit or terminate our service, remove hosted content and take technical and legal steps to keep users off Instantwarehouse if we think that they are creating problems, infringing the rights of third parties or acting inconsistently with the letter or spirit of our policies (including, without limitation, circumventing temporary or permanent suspensions or harassing the Instantwarehouse employees or other users). However, whether we decide to take any of these steps, remove hosted content or keep a user off Instantwarehouse or not, we do not have any obligation to monitor the information transmitted or stored on our sites, services, applications and tools and we do not accept any liability for unauthorized or unlawful content on Instantwarehouse or use of Instantwarehouse by users.

## **Global Marketplace**

Some of Instantwarehouse's features may display your ad on other sites, services, applications and tools that are part of the global online community. By using Instantwarehouse, you agree that your ads can be displayed on these other sites, services, applications and tools. The terms for our other sites, services, applications and tools are similar to these terms, but you may be subject to additional laws or other restrictions in the countries where your ad is posted. When you choose to post your ad on another site, service, application or tool, you may be responsible for ensuring that it does not violate such other site, service, application and tool policies. We may remove your ad if it is reported on any of our sites, services, applications or tools, or if we believe it causes problems or violates any law or policy.

## **Fees and Services**

We have different categories of payment plan on Instantwarehouse , but we sometimes charge a fee for certain services. If the service you use incurs a fee, you'll be able to review and accept terms that will be clearly disclosed at the time you post your ad. Our fees are quoted in Pounds Sterling, and we may change them from time to time. We'll notify you of changes to our fee policy by posting such changes on the Instantwarehouse website. We may choose to temporarily change our fees for promotional events or new services; these changes are effective when we announce the promotional event or new service.

You are responsible for paying the Instantwarehouse fees when they're due. If you don't, without prejudice to any other right or remedy we may be entitled to under these Terms of

Use or by law, we may limit your ability to use the services. If your payment method fails or your account is past due, we may collect fees owed using other collection mechanisms.

You acknowledge that your ads may be deleted from the Instantwarehouse sites, services, applications or tools in case we believe these Terms of Use, including our Posting Rules, are breached, either directly or indirectly. In case you would have paid a fee for the display of such ad, you may be entitled to a refund of such fee. However, we reserve the right not to refund the Instantwarehouse users for any fees paid through use of our sites, services, applications and tools in the following cases:

- If you breach, in our opinion, these Terms of Use, which include, without limitation, the Posting Rules;
- If your ads went live with exposure on the Instantwarehouse sites, services, applications or tools, even for a limited time, and that they benefited from the service associated with the paid fee;
- If your ads are placed into "edit" mode and will go live to site once updated by you;
- If you have removed your ads yourself;
- If you post duplicate ads as defined in our rules regarding duplicate ads;
- If we believe that your ads are in a significantly wrong category;
- Please note that the above list is not exhaustive. See the Instantwarehouse

## **Content**

Instantwarehouse contains content from us, you, and other users. Instantwarehouse is protected by copyright laws and international treaties. Content displayed on or via Instantwarehouse is protected as a collective work and/or compilation, pursuant to copyrights laws and international conventions. You agree not to copy, distribute or modify content from Instantwarehouse without our express written consent. You may not disassemble or decompile, reverse engineer or otherwise attempt to discover any source code contained in Instantwarehouse. Without limiting the foregoing, you agree not to reproduce, copy, sell, resell, or exploit for any purposes any aspect of Instantwarehouse (other than your own content). When you give us content, you grant us and represent that you have the right to grant us, a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable (through multiple tiers) right to exercise any and all copyright, publicity, trademarks, design, database and intellectual property rights to that content, in any media whether now known or to be discovered in the future and on all other sites, services, applications and tools that are part of the global online community. In addition, you waive all moral rights you have in the content to the fullest extent permitted by law.

Instantwarehouse may at times use third party data suppliers to supplement the information you have provided in an ad. This could include descriptions, product specifications and other content. You may use such information solely in connection with your Instantwarehouse ad during the time your ad is on the Instantwarehouse site. The information provided may be subject to copyright, trademark and/or other protections. You agree not to remove any such protected information and/or create any derivative works based on the content (other than by including them in your ads). This permission is subject to modification or revocation at any time at Instantwarehouse's sole discretion.

You may not have the opportunity to review all of the supplemental data before posting an ad. Instantwarehouse is not responsible for the accuracy of any third party supplied supplemental data. You continue to be responsible for ensuring that your ads are accurate, do not include misleading information and fully comply with these Terms of Use and all Instantwarehouse policies. If you notice inaccuracies in this data after your ad appears on the site please get in touch with us.

## **Infringement**

Do not post content that infringes the rights of third parties. This includes, but is not limited to, content that infringes on intellectual property rights such as copyright, design and trademark (e.g. offering counterfeit items for sale). A large number of products of all sorts are offered on Instantwarehouse by private individuals in the NIGERIA. Entitled parties, in particular owners of copyright, trademark rights or other rights can report any advertisement which may infringe on their rights, and submit a request for such advertisement to be removed. If a legal representative of the entitled party reports this to us in the correct manner, products infringing on the intellectual property rights will be removed by Instantwarehouse.

Reporting an infringement:

In order to participate in the Notice of Infringement Programme, you only need to complete a Notice of Infringement Form and fax it to Instantwarehouse. You can use this form, complete with your signature, to report advertisements which may infringe on your property rights. The information requested in the Notice of Infringement Form is for the purpose of ensuring that the parties reporting these objects are either the entitled party or their officially authorized representative. This information must also enable Instantwarehouse to identify the advertisement to be removed. Once we have received your correctly completed Notice of Infringement Form, you can simply send later reports to Instantwarehouse via the e-mail address provided.

Note: This form can only be used by the lawful owners of the relevant intellectual property rights. The "Notice of Infringement" is intended to enable rights owners to ensure that products offered by Instantwarehouse users do not infringe their copyright, trademark rights or other intellectual property rights. For all other questions, visitors and advertisers can get help using Instantwarehouse Help.

## **Liability**

Nothing in these terms shall limit our liability for fraudulent misrepresentation, or for death or personal injury resulting from our negligence or the negligence of our agents or employees. You agree not to hold us responsible for things other users post or do.

We do not review users' postings and are not involved in the actual transactions between users. As most of the content on Instantwarehouse comes from other users, we do not guarantee the accuracy of postings or user communications or the quality, safety, or legality of what's offered.

In no event do we accept liability of any description for the posting of any unlawful, threatening, abusive, defamatory, obscene or indecent information, or material of any kind

which violates or infringes upon the rights of any other person, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offence, give rise to civil liability or otherwise violate any applicable law.

You acknowledge that we cannot guarantee continuous, error-free or secure access to our services or that defects in the service will be corrected. While we will use reasonable efforts to maintain an uninterrupted service, we cannot guarantee this and we do not give any promises or warranties (whether express or implied) about the operation and availability of our sites, services, applications or tools.

Accordingly, to the extent legally permitted we expressly disclaim all warranties, representations and conditions, express or implied, including those of quality, merchantability, merchantable quality, durability, fitness for a particular purpose and those arising by statute. We are not liable for any loss, whether of money (including profit), goodwill, or reputation, or any special, indirect, or consequential damages arising out of your use of, or inability to use Instantwarehouse, even if you advise us or we could reasonably foresee the possibility of any such damage occurring. Some jurisdictions do not allow the disclaimer of warranties or exclusion of damages, so such disclaimers and exclusions may not apply to you. Despite the previous paragraph, if we are found to be liable, our liability to you or any third party (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) is limited to the greater of (a) the total fees you pay to us in the 12 months prior to the action giving rise to liability, and (b) 100 Pounds Sterling.

## **Release**

If you have a dispute with one or more Instantwarehouse users, you release us (and our officers, directors, agents, subsidiaries, joint ventures and employees) from any and all claims, demands and damages (actual and consequential) of every kind and nature, known or unknown, arising out of or in any way connected with such disputes.

## **Third party rights**

A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this User Agreement but this does not affect any right or remedy of a third party specified in this Agreement or which exists or is available apart from that Act.

## **Personal Information**

By using Instantwarehouse, you agree to the collection, transfer, storage and use of your personal information by Instantwarehouse on servers located in the Nigeria, United States and China as further described in our [Privacy policy](#). You also agree to receive marketing communications from us unless you tell us that you prefer not receive such communications.

## **Resolution of disputes**

If a dispute arises between you and Instantwarehouse, we strongly encourage you to first contact us directly to seek a resolution by going to the Instantwarehouse Help page. We will

consider reasonable requests to resolve the dispute through alternative dispute resolution procedures, such as mediation or arbitration, as alternatives to litigation.

## General

These terms and the other policies posted on Instantwarehouse constitute the entire agreement between Instantwarehouse and you, superseding any prior agreements. No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement.

This Agreement shall be governed and construed in all respects by the laws of Federal Republic of Nigeria. You agree that any claim or dispute you may have against Instantwarehouse Nigeria Limited must be resolved by the courts of Nigeria. You and Instantwarehouse both agree to submit to the exclusive jurisdiction of the Nigeria Courts; for claims falling within the jurisdiction of a Court, you and Instantwarehouse both agree to submit to the jurisdiction of the Court of Federal Republic of Nigeria

If we don't enforce any particular provision, we are not waiving our right to do so later. If a court strikes down any of these terms, the remaining terms will survive. We may automatically assign this agreement in our sole discretion in accordance with the notice provision below.

Except for notices relating to illegal or infringing content, your notices to us must be sent by registered mail to Instantwarehouse.com Limited, 87, Allen Avenue Ikeja Lagos Nigeria New. We will send notices to you via the email address you provide, or by registered mail. Notices sent by registered mail will be deemed received five days following the date of mailing.

We may update this agreement at any time, with updates taking effect when you next post or 30 days after we post the updated policy on the Instantwarehouse website, whichever is sooner. No other amendment to this agreement will be effective unless made in writing, signed by users and by us.

For any help with using Instantwarehouse please see the [Instantwarehouse Help page](#).

## Mobile Devices Terms

If you're accessing Instantwarehouse Services from a mobile device using a Instantwarehouse Mobile Application (the "Application"), the following terms and conditions ("Terms of Use") apply to you in addition to the applicable Mobile Privacy and Legal Notice or End User License Agreement, as the case may be. Your use of the Application confirms your agreement to these Terms of Use.

**Application Use.** Instantwarehouse grants you the right to use the Application only for your personal use. You must comply with all applicable laws and third party terms of agreement when using the Application (e.g. your wireless data service agreement). The Application may not contain the same functionality available on the [www.Instantwarehouse.com](http://www.Instantwarehouse.com) website. Your download and use of the Application is at your own discretion and risk, and you are solely responsible for any damages to your hardware device(s) or loss of data that results from the download or use of the Application.

**Intellectual Property - Applications.** Instantwarehouse owns, or is the licensee to, all right, title, and interest in and to its Applications, including all rights under patent, copyright, trade secret, trademark, and any and all other proprietary rights, including all applications, renewals, extensions, and restorations thereof. You will not modify, adapt, translate, prepare derivative works from, decompile, reverse-engineer, disassemble, or otherwise attempt to derive source code from any Application and you will not remove, obscure, or alter Instantwarehouse's copyright notice, trademarks or other proprietary rights notices affixed to, contained within, or accessed in conjunction with or by any Instantwarehouse Application.

**Additional Terms.** Additional terms and conditions that apply to you based on the mobile device the Application is installed on:

### **iOS - Apple**

1. These Terms of Use are an agreement between you and Instantwarehouse, and not with Apple. Apple is not responsible for the Application and the content thereof.
2. Instantwarehouse grants you the right to use the Application only on an iOS product that you own or control and as permitted by the Usage Rules set forth in the App Store Terms of Service.
3. Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Application.
4. Apple is not responsible for the investigation, defense, settlement, and discharge of any third party intellectual property infringement claim.
5. Apple is not responsible for addressing any claims by you or any third party relating to the Application or your possession and/or use of the Application, including but not limited to: (a) product liability claims; (b) any claim that the Application fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation.
6. In the event of any failure of the Application to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price, if applicable, for the Application to you; and to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Application.
7. Apple and Apple's subsidiaries are third party beneficiaries of these Terms of Use, and, upon your acceptance, Apple as a third party beneficiary thereof will have the right (and will be deemed to have accepted the right) to enforce these Terms of Use against you.

### **Windows - Microsoft**

1. These Terms of Use are an agreement between you and Instantwarehouse, not Microsoft. The terms of use and privacy policies of Microsoft and, where applicable, the network operators that provide billing services for the Windows Phone Marketplace do not apply to your use of the Application.
2. You may install and use one (1) copy of the Application on up to five (5) devices you personally own or control and which are affiliated with the Windows Live ID associated with your Windows Marketplace account. You may not install or use a copy of the Application on a device you do not own or control.
3. Microsoft, your device manufacturer, and (if applicable) your wireless carrier are not responsible for providing support services for the Application.

4. Microsoft, the wireless carriers over whose network the Application is distributed (if applicable), and each of their respective affiliates and suppliers (collectively, "Disclaiming Distributors") give no express warranty, guarantee, or conditions under or in relation to the Application. To the extent permitted under your local laws, the Disclaiming Distributors exclude any implied warranties or conditions, including those of merchantability, fitness for a particular purpose, and non-infringement.
5. You, and not the Disclaiming Distributors, bear the risk of using the Application (even if the Disclaiming Distributors have been advised of the possibility of damages to you). You may have additional consumer rights under your local laws which these Terms of Use cannot change.
6. To the extent not prohibited by law, you will not seek to recover any consequential, lost profit, special, indirect, or incidental damages from any Disclaiming Distributor.