

## GXPANSE TERMS OF USE

Effective Date: March 19, 2026

Last Updated: March 19, 2026

Welcome to Gxpanse. These Terms of Use ("Terms", "Agreement") constitute a legally binding agreement between you ("User", "you", "your") and Gxpanse Limited ("Gxpanse", "we", "us", "our"), a company incorporated under the laws of the Federal Republic of Nigeria, with its registered office at Ibeju Lekki, Lagos, Nigeria.

By accessing or using the Gxpanse platform, including our website (<https://gxpanse.com>), mobile applications, APIs, and all associated services (collectively, the "Platform" or "Service"), you acknowledge that you have read, understood, and agree to be bound by these Terms and our Privacy Policy. If you do not agree to these Terms, you must not access or use the Platform.

These Terms apply to all users of the Platform, including but not limited to buyers, sellers, affiliates (resellers), and visitors.

### 1. Definitions and Interpretation

In these Terms, unless the context otherwise requires:

- "Buyer" means any registered user who purchases or intends to purchase products or services on the Platform.
- "Seller" means any registered user who lists, offers for sale, or sells products or services on the Platform through their Space.
- "Space" means a Seller's branded public storefront page on the Platform, accessible via a unique URL, through which the Seller showcases and sells products.
- "Affiliate" or "Reseller" means a Seller who promotes and sells products listed by other Sellers through the Platform's resell programme, earning a commission on each qualifying sale.
- "GX-Wallet" or "Wallet" means the digital wallet provided to each registered User on the Platform for the purpose of depositing funds, making purchases, receiving payouts, and holding escrow balances.
- "Escrow" means the secure holding of funds by Gxpanse on behalf of both Buyer and Seller during the order fulfilment process, pending confirmation of delivery and satisfaction.
- "Platform Fee" means the service fee charged by Gxpanse on qualifying transactions, as set out in Section 9 of these Terms.

- "Content" means any text, images, videos, audio, live streams, reviews, messages, product listings, descriptions, posts, and any other material uploaded, submitted, or transmitted through the Platform by Users.
- "KYC" means Know Your Customer verification procedures, and "KYB" means Know Your Business verification procedures, as described in our Privacy Policy.

## 2. Eligibility

To use the Platform, you must meet the following requirements:

- You must be at least 18 years of age or the age of legal majority in your jurisdiction, whichever is higher.
- You must have the legal capacity to enter into a binding agreement.
- You must not have been previously suspended or removed from the Platform.
- If registering as a Seller, you must be legally authorised to conduct business in your jurisdiction and comply with all applicable licensing and registration requirements.
- You must provide accurate, current, and complete information during registration and maintain the accuracy of such information.

By registering an account, you represent and warrant that all information you provide is truthful, accurate, and complete, and that you will promptly update such information as necessary.

## 3. Account Registration and Security

**3.1 Registration.** To access the Platform's features, you must create an account by providing your full name, email address, phone number, username, country, state, and a secure password. Seller accounts require additional information including a business address. All accounts require email verification via a one-time passcode (OTP) before activation.

**3.2 Account Types.** The Platform supports two primary account types: Buyer accounts and Seller accounts. Each account type provides access to different features and carries distinct rights and obligations as described in these Terms. A single individual may hold both a Buyer account and a Seller account, provided each account is registered separately.

**3.3 Account Security.** You are solely responsible for maintaining the confidentiality of your login credentials and for all activities that occur under your account. You must immediately notify Gxpanse at [support@gxpanse.com](mailto:support@gxpanse.com) if you become aware of any unauthorised use of your account or any other breach of security. Gxpanse shall not be liable for any loss or damage arising from your failure to comply with this obligation.

3.4 One Account Per Identity. You may not create multiple accounts of the same type using the same email address, phone number, or username. Gxpanse reserves the right to merge, suspend, or terminate duplicate accounts without notice.

## 4. Seller Obligations and Verification

4.1 Seller Onboarding. Upon registering a Seller account, you must complete the onboarding process by submitting your business information, including your business name, storefront name, business category, business email, business phone number, and business address. You must also upload a logo and cover image for your Space.

4.2 Identity and Business Verification (KYC/KYB). In accordance with applicable Nigerian laws, including the Money Laundering (Prohibition) Act, the Nigeria Data Protection Regulation (NDPR), and the Nigeria Data Protection Act (NDPA) 2023, Sellers are required to complete Know Your Customer (KYC) and Know Your Business (KYB) verification. This includes submission of:

- A valid government-issued identification document (such as a national identity card, international passport, driver's licence, or voter's card).
- A valid business registration certificate issued by the Corporate Affairs Commission (CAC) or equivalent authority in your jurisdiction (if applicable).
- Any additional documentation reasonably requested by Gxpanse to verify your identity or business.

4.3 Approval Process. All Seller accounts are subject to review and approval by Gxpanse. Until your account is approved, you will not be able to list products or receive orders. Gxpanse reserves the right to reject any Seller application at its sole discretion and shall provide a reason for any such rejection.

4.4 Seller Representations. By listing products on the Platform, you represent and warrant that:

- You have full legal right, title, and authority to sell the products you list.
- All product descriptions, images, specifications, and pricing are accurate, complete, and not misleading.
- Your products comply with all applicable laws and regulations in the jurisdictions where they are offered for sale.
- You will fulfil all confirmed orders promptly, in good faith, and in accordance with the product listing terms.
- You will respond to Buyer enquiries and order notifications within a reasonable time.

4.5 Seller Responsibility. Sellers are solely responsible for the quality, safety, legality, and authenticity of the products they list and sell. Gxpanse acts as a marketplace facilitator and does not take title to, inspect, or guarantee any products listed on the Platform.

## 5. Product Listings and Content Moderation

5.1 Product Submission. All products listed on the Platform must be submitted for review before they become visible to Buyers. Products may be submitted in the following conditions: Brand New, Used, Fairly Used, or Refurbished. Each listing must include accurate pricing, descriptions, images, category classification, and delivery terms.

5.2 Moderation and Approval. Gxpanse reviews all product submissions for compliance with these Terms and applicable laws. Products may be approved or rejected. If rejected, Gxpanse will provide a reason for the rejection, and you may resubmit the product after addressing the stated issues.

5.3 Prohibited Products and Content. You must not list, offer for sale, or promote any of the following on the Platform:

- Counterfeit, pirated, or stolen goods.
- Illegal drugs, controlled substances, or drug paraphernalia.
- Weapons, firearms, ammunition, explosives, or any item designed to cause harm.
- Pornographic, obscene, or sexually explicit material.
- Products that infringe upon any third party's intellectual property rights, including trademarks, copyrights, and patents.
- Hazardous materials, toxic substances, or products that pose a risk to health or safety.
- Human remains, organs, blood, or bodily fluids.
- Products that promote hatred, violence, discrimination, or terrorism.
- Any product or service that is prohibited by applicable law in the Seller's or Buyer's jurisdiction.
- Financial instruments, securities, cryptocurrencies, or any form of currency.
- Recalled products or products that do not meet applicable safety standards.

5.4 Content Removal. Gxpanse reserves the right to remove, disable, or restrict access to any product listing or Content that violates these Terms, without prior notice. Repeated violations may result in account suspension or termination.

## 6. Buyer Obligations

6.1 Purchase Responsibility. By placing an order on the Platform, you agree to pay the listed price for the product, any applicable delivery fees, and the Platform Fee. You are responsible for reviewing the product listing, description, and Seller's return and refund policy before completing a purchase.

6.2 Delivery Information. You must provide accurate and complete delivery address, contact phone number, and any other information necessary for the fulfilment of your order. Gxpanse and Sellers shall not be liable for failed or delayed deliveries resulting from inaccurate information provided by you.

6.3 Order Confirmation. Upon receiving a delivered order, you are expected to promptly inspect the product and confirm receipt through the Platform. Failure to confirm or raise a dispute within the applicable escrow period may result in the automatic release of funds to the Seller.

6.4 Reviews. Buyers may leave reviews and ratings for products and Sellers after completing an order. Reviews must be honest, accurate, and based on your genuine experience. You must not post false, defamatory, or misleading reviews, use reviews to harass or intimidate Sellers, or offer incentives in exchange for favourable reviews.

## 7. Orders and the Transaction Process

7.1 Order Placement. To place an order, a Buyer adds products to their cart, selects a delivery address and contact phone number, chooses a payment mode, and confirms the order. All payments are processed through the Buyer's GX-Wallet. Upon order placement, the order total (including product price, delivery fees, and Platform Fee) is deducted from the Buyer's available Wallet balance and placed in escrow.

7.2 Seller Confirmation. After an order is placed, the Seller will receive a notification and must confirm or decline the order. If the Seller does not respond within the applicable time window (currently six hours, subject to change), the order will be automatically cancelled and the Buyer's funds will be released from escrow in full.

7.3 Order Fulfilment. Once a Seller confirms an order, the Seller is responsible for preparing and dispatching the product in a timely manner. The Seller must mark the order as delivered when the product has been dispatched or delivered to the Buyer.

7.4 Delivery and Completion. Upon delivery, the Buyer should inspect the product and confirm receipt through the Platform. Once the Buyer confirms delivery, or upon expiration of the escrow auto-release period (currently 48 hours after delivery is marked, subject to change), the escrow funds are released to the Seller, less the applicable Platform Fee and any reseller commission.

7.5 Order Cancellation. Orders may be cancelled under the following circumstances:

- By the Buyer, prior to Seller confirmation, subject to the applicable cancellation window.
- By the Seller, by declining to confirm the order, with the order value refunded to the Buyer in full.
- Automatically by the system, if the Seller does not confirm within the auto-cancel window.
- By Gxpanse, in its discretion, where it determines that a transaction violates these Terms or applicable law.

7.6 Refunds on Cancellation. Where an order is cancelled before settlement, the full order amount (including the Platform Fee) is returned to the Buyer's GX-Wallet. No Platform Fee is charged on cancelled orders.

7.7 Payment Modes. The Platform currently supports the following payment modes for orders:

- Escrow on Delivery: Funds are held in escrow until the Buyer confirms receipt or the escrow auto-release period expires. A Platform Fee applies to this payment mode.
- Pre-Payment Without Escrow: Funds are transferred directly to the Seller upon Seller confirmation. No escrow protection applies and no Platform Fee is charged. By selecting this mode, the Buyer acknowledges and accepts the associated risk.

## 8. Escrow System

8.1 Purpose. The Gxpanse escrow system is designed to protect both Buyers and Sellers by holding transaction funds securely until the terms of the order have been satisfactorily fulfilled.

8.2 Escrow Lifecycle. When a Buyer places an order using the Escrow on Delivery payment mode, funds move through the following stages:

- Pending Seller Confirmation: Funds are held while awaiting the Seller's confirmation of the order.
- In Escrow: The Seller has confirmed the order, and funds are held securely while the product is prepared and delivered.
- Released: The Buyer has confirmed receipt, or the auto-release period has elapsed, and funds (less Platform Fee and any reseller commission) are credited to the Seller's Wallet.

- **Refunded:** Following a dispute resolved in the Buyer's favour or an order cancellation, funds are returned to the Buyer's Wallet.
- **Cancelled:** The order was cancelled before settlement, and all funds are returned to the Buyer.

**8.3 Auto-Release.** If the Buyer does not confirm receipt or raise a dispute within the escrow auto-release period following the Seller marking the order as delivered, the escrowed funds will be automatically released to the Seller. The current auto-release period is 48 hours, which Gxpanse may adjust from time to time.

**8.4 Escrow Is Not a Banking Service.** The escrow facility provided by Gxpanse is solely for the purpose of facilitating marketplace transactions. Gxpanse is not a bank, financial institution, or licensed deposit-taking entity. Escrowed funds do not earn interest, and Gxpanse does not provide any banking, savings, lending, or investment services.

## **9. Platform Fees**

**9.1 Fee Structure.** Gxpanse charges a Platform Fee on qualifying transactions processed through the Escrow on Delivery payment mode. The fee is a flat amount determined by the transaction value and the applicable currency. The current fee schedule is published on the Platform and may be updated from time to time with reasonable notice to Users.

**9.2 When Fees Apply.** Platform Fees apply only to orders completed through the Escrow on Delivery payment mode. No Platform Fee is charged on orders processed through the Pre-Payment Without Escrow mode, or on orders that are cancelled before settlement.

**9.3 Fee Deduction.** The Platform Fee is deducted from the escrowed amount at the time of release to the Seller. The fee amount is determined and locked at the time the escrow is created and is not affected by subsequent changes to the fee schedule.

**9.4 Non-Refundable Fees.** In the event of a dispute resolved in the Buyer's favour, the Platform Fee is non-refundable. The Buyer will receive a refund of the Seller's credit portion and any reseller commission, but the Platform Fee will be retained by Gxpanse to cover the cost of transaction processing and dispute adjudication.

## 10. GX-Wallet

10.1 Wallet Provision. Upon registration, each User is provided with a GX-Wallet capable of holding balances in multiple supported currencies (currently Nigerian Naira (NGN), Ghanaian Cedi (GHS), Kenyan Shilling (KES), and United States Dollar (USD)). Your primary Wallet currency is automatically determined based on your registered country.

10.2 Deposits. You may deposit funds into your GX-Wallet through supported payment gateways, including Paystack, Stripe, and other payment providers integrated with the Platform. Deposits are subject to the terms and conditions of the respective payment gateway provider.

10.3 Withdrawals. Sellers may withdraw available funds from their GX-Wallet to their registered bank account, mobile money account, or supported third-party payment platform (such as Payoneer or Wise). Withdrawal requests are processed subject to available balance and applicable processing times.

10.4 Wallet Restrictions. The GX-Wallet is provided solely for the purpose of transacting on the Gxpanse Platform. You expressly acknowledge and agree that:

- Gxpanse does not facilitate peer-to-peer fund transfers between Users.
- The GX-Wallet may not be used for bill payments, utility payments, airtime purchases, or any purpose unrelated to purchasing products or services on the Platform.
- Gxpanse does not provide lending, credit, loan servicing, or any form of financial intermediation services.
- Funds deposited into your GX-Wallet may only be used to purchase products or services listed on the Platform from registered Sellers and Space owners.
- The GX-Wallet is not a bank account, savings account, or investment vehicle. Wallet balances do not earn interest.

10.5 Wallet Freezing. Gxpanse reserves the right to freeze or restrict your GX-Wallet in the event of suspected fraud, a violation of these Terms, a dispute under investigation, or a request from a competent legal or regulatory authority. You will be notified of any freeze and the reason therefor, to the extent permitted by law.

10.6 Balance Integrity. Your available Wallet balance is calculated as your total ledger balance minus any locked balance (funds held for active escrow, pending checkout, or withdrawal reserves). You may not spend or withdraw funds that are locked.

## 11. Affiliate and Resell Programme

11.1 Overview. Gxpanse offers an affiliate resell programme that allows Sellers to promote and sell products listed by other Sellers. The original product owner ("Product Owner") may enable reselling on their products and set a commission percentage for each qualifying sale.

11.2 Commission. Affiliates earn a commission on each qualifying sale made through their Space or referral link. The commission percentage is set by the Product Owner and is disclosed to the Affiliate before they add the product to their Space. Commissions are deducted from the escrowed amount at the time of settlement and credited to the Affiliate's GX-Wallet.

11.3 Affiliate Obligations. Affiliates must not make false or misleading claims about the products they promote. The Product Owner retains sole responsibility for product quality, fulfilment, and customer service. Affiliates are responsible for ensuring that their promotional activities comply with applicable advertising and consumer protection laws.

11.4 Restrictions. Cash on Delivery is not available for resold products. All affiliate sales are processed through the escrow system.

## 12. Live Streaming

12.1 Live Commerce. Sellers may use the Platform's live streaming feature to showcase products, interact with Buyers in real-time, and facilitate purchases during live broadcasts.

12.2 Conduct During Live Streams. All Users participating in live streams (as broadcasters or viewers) must comply with the following:

- You must not broadcast or share content that is unlawful, defamatory, obscene, threatening, harassing, or otherwise objectionable.
- You must not use live streams to promote products or services not listed on the Platform or in violation of these Terms.
- You must not impersonate another person or entity during a live stream.
- Live stream chat messages must comply with these Terms. Gxpanse reserves the right to moderate or restrict chat functionality.

12.3 Recording. Live streams may be recorded for quality assurance, compliance, and replay purposes. By conducting or participating in a live stream, you consent to such recording.

## 13. Messaging and Communication

13.1 Platform Messaging. The Platform provides messaging functionality to facilitate communication between Buyers and Sellers regarding specific products. Messages may include text, images, video, documents, and voice notes.

13.2 Acceptable Use. You must not use the messaging system to:

- Send spam, unsolicited advertising, or promotional material.
- Harass, threaten, abuse, or intimidate other Users.
- Share personal contact information for the purpose of conducting transactions outside the Platform to circumvent Platform Fees or escrow protections.
- Transmit malware, phishing links, or any harmful content.
- Engage in or solicit illegal activity.

13.3 Message Retention. Messages sent through the Platform may be retained by Gxpanse for dispute resolution, compliance, and platform improvement purposes. You may delete your own messages within five minutes of sending. Gxpanse reserves the right to access message content in connection with dispute investigations or legal proceedings.

## 14. Disputes and Resolution

14.1 Raising a Dispute. If a Buyer is dissatisfied with a received product or believes the product does not match the listing description, the Buyer may raise a dispute through the Platform while the order is in escrow. Disputes must be raised before the escrow auto-release period expires.

14.2 Dispute Investigation. Upon receiving a dispute, Gxpanse will place the transaction under review. Both the Buyer and Seller will be given the opportunity to present their case, including supporting evidence. Gxpanse's support team will investigate the dispute and render a decision.

14.3 Resolution. Gxpanse may resolve a dispute in one of the following ways:

- In favour of the Buyer: The Seller's credit portion and any reseller commission are refunded to the Buyer's GX-Wallet. The Platform Fee is non-refundable.
- In favour of the Seller: The escrowed funds are released to the Seller's GX-Wallet in accordance with the standard settlement process.

14.4 Finality. Gxpanse's dispute resolution decision is final and binding on both parties, to the maximum extent permitted by applicable law. This provision does not limit your right to seek redress through a court of competent jurisdiction.

14.5 Returns and Refunds. Product return and refund terms are set by individual Sellers in their product listings, including return conditions, return timeframe, shipping responsibility, and refund method. Buyers should review each Seller's return policy before making a purchase. Gxpanse does not impose a universal return policy but requires all Sellers to clearly disclose their return terms.

## 15. Intellectual Property

15.1 Gxpanse Property. The Platform, including its design, software, source code, logos, trademarks, service marks, trade names, and all associated intellectual property, is owned by or licensed to Gxpanse Limited. You may not copy, modify, distribute, sell, or lease any part of the Platform without Gxpanse's prior written consent.

15.2 User Content Licence. By uploading, submitting, or transmitting Content through the Platform, you grant Gxpanse a non-exclusive, worldwide, royalty-free, transferable, sub-licensable licence to use, reproduce, modify, display, and distribute such Content solely for the purpose of operating, improving, and promoting the Platform. This licence terminates when you delete the Content or your account, except to the extent that the Content has been shared with other Users or is necessary for legal compliance or dispute resolution.

15.3 Infringement Claims. If you believe that Content on the Platform infringes your intellectual property rights, please contact us at [support@gxpanse.com](mailto:support@gxpanse.com) with details of the alleged infringement. Gxpanse will investigate and, where appropriate, remove infringing Content in accordance with applicable law.

## 16. Prohibited Conduct

You agree that you will not, and will not permit any third party to, engage in any of the following prohibited activities on or through the Platform:

- Violate any applicable law, regulation, or ordinance.
- Use the Platform for any fraudulent, deceptive, or misleading purpose.
- Attempt to circumvent the escrow system or Platform Fees by conducting transactions outside the Platform.
- Use automated tools, bots, crawlers, or scrapers to access the Platform without Gxpanse's prior written consent.
- Interfere with, disrupt, or compromise the integrity or security of the Platform or its infrastructure.
- Engage in price manipulation, shill bidding, fake reviews, or any form of market manipulation.
- Impersonate another person, entity, or Gxpanse personnel.

- Transmit viruses, malware, ransomware, or any other harmful code.
- Harvest, collect, or store personal information of other Users without their consent.
- Use the Platform to launder money, finance terrorism, or engage in any form of illicit financial activity.
- Create multiple accounts to evade account suspension or termination.
- Use the GX-Wallet for any purpose other than transacting on the Gxpanse Platform, including peer-to-peer transfers, bill payments, or lending.

## **17. Account Suspension and Termination**

17.1 Suspension. Gxpanse reserves the right to suspend your account, restrict your access to the Platform, or freeze your GX-Wallet, with or without notice, if:

- You violate these Terms or any applicable law.
- We reasonably suspect fraudulent, illegal, or suspicious activity on your account.
- You fail to complete required KYC/KYB verification.
- A competent legal or regulatory authority directs us to do so.
- Your account poses a risk to the Platform, other Users, or Gxpanse.

17.2 Termination by User. You may request termination of your account at any time through your profile settings or by contacting support@gxpanse.com. Before your account is terminated, the system will review your account for any pending transactions, active orders, or remaining wallet balance. You must resolve all pending obligations and withdraw any remaining funds before termination is processed. Account termination is governed by the Account Deletion provisions of our Privacy Policy.

17.3 Termination by Gxpanse. Gxpanse may terminate your account at any time for cause, including but not limited to repeated violations of these Terms, fraudulent activity, or non-compliance with KYC/KYB requirements. Upon termination for cause, Gxpanse may, at its discretion, forfeit any remaining balance associated with fraudulent or illegal activity, subject to applicable law.

17.4 Effect of Termination. Upon termination, your right to access and use the Platform ceases immediately. Any provisions of these Terms that by their nature should survive termination shall survive, including but not limited to intellectual property rights, limitation of liability, indemnification, and governing law provisions.

## 18. Warranties and Disclaimers

18.1 Platform Provided "As Is". The Platform is provided on an "as is" and "as available" basis, without any warranties of any kind, whether express, implied, or statutory, including but not limited to implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement.

18.2 No Guarantee of Availability. Gxpanse does not warrant that the Platform will be uninterrupted, timely, secure, or error-free. We do not warrant that the results obtained from the use of the Platform will be accurate or reliable.

18.3 Third-Party Products. Gxpanse is a marketplace facilitator and does not manufacture, store, inspect, or endorse any products listed by Sellers. Gxpanse makes no representations or warranties regarding the quality, safety, legality, or fitness for purpose of any products sold on the Platform. All transactions are between the Buyer and the Seller, and Gxpanse's role is limited to providing the platform infrastructure and escrow services.

18.4 Payment Gateway Disclaimer. Payment processing is handled by third-party payment gateway providers (such as Paystack and Stripe). Gxpanse is not responsible for any errors, delays, or failures in payment processing attributable to these third-party providers.

## 19. Limitation of Liability

19.1 To the maximum extent permitted by applicable law, Gxpanse, its directors, officers, employees, agents, and affiliates shall not be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits, revenue, data, goodwill, or business opportunities, arising out of or in connection with your use of, or inability to use, the Platform, regardless of the theory of liability (contract, tort, strict liability, or otherwise), even if Gxpanse has been advised of the possibility of such damages.

19.2 In no event shall Gxpanse's total aggregate liability to you for all claims arising out of or relating to these Terms or your use of the Platform exceed the total amount of Platform Fees paid by you to Gxpanse during the twelve (12) months immediately preceding the event giving rise to the liability, or Ten Thousand Nigerian Naira (₦10,000), whichever is greater.

19.3 Nothing in these Terms excludes or limits liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by applicable law.

## 20. Indemnification

You agree to indemnify, defend, and hold harmless Gxpanse, its directors, officers, employees, agents, and affiliates from and against any and all claims, demands, actions, damages, losses, liabilities, costs, and expenses (including reasonable legal fees) arising out of or in connection with:

- Your use of, or conduct on, the Platform.
- Your violation of these Terms or any applicable law.
- Your violation of any third party's rights, including intellectual property rights.
- Any Content you submit, upload, or transmit through the Platform.
- Any products you list, sell, or ship through the Platform (for Sellers).
- Any dispute between you and another User of the Platform.

## 21. Privacy

Your use of the Platform is also governed by our Privacy Policy, which is incorporated into these Terms by reference. The Privacy Policy explains how we collect, use, share, and protect your personal information. By using the Platform, you consent to the collection and use of your information as described in the Privacy Policy. Please review the Privacy Policy at <https://gxpanse.com/privacy-policy>.

## 22. Modifications to These Terms

Gxpanse reserves the right to modify, amend, or update these Terms at any time. When we make material changes, we will notify you by posting the updated Terms on the Platform with a revised "Last Updated" date, and where appropriate, by sending a notification to your registered email address or through an in-app notification. Your continued use of the Platform after the effective date of any modification constitutes your acceptance of the modified Terms. If you do not agree to the modified Terms, you must stop using the Platform and may request account termination.

## 23. Governing Law and Jurisdiction

23.1 Governing Law. These Terms shall be governed by and construed in accordance with the laws of the Federal Republic of Nigeria, without regard to its conflict of laws principles.

23.2 Jurisdiction. Any dispute, controversy, or claim arising out of or relating to these Terms, or the breach, termination, or invalidity thereof, shall first be submitted to mediation in accordance with the Lagos Multi-Door Courthouse rules. If mediation is unsuccessful, the dispute shall be submitted to the exclusive jurisdiction of the courts of Lagos State, Nigeria.

23.3 International Users. If you access the Platform from outside Nigeria, you do so at your own initiative and are responsible for compliance with applicable local laws. These Terms are governed by Nigerian law regardless of your location.

## **24. General Provisions**

24.1 Entire Agreement. These Terms, together with the Privacy Policy and any other policies or guidelines published on the Platform, constitute the entire agreement between you and Gxpanse with respect to the subject matter hereof and supersede all prior or contemporaneous communications, agreements, and understandings.

24.2 Severability. If any provision of these Terms is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be modified to the minimum extent necessary to make it valid and enforceable, and the remaining provisions shall continue in full force and effect.

24.3 Waiver. No failure or delay by Gxpanse in exercising any right or remedy under these Terms shall operate as a waiver thereof. A waiver of any right or remedy on one occasion shall not be construed as a waiver of such right or remedy on any subsequent occasion.

24.4 Assignment. You may not assign or transfer these Terms or any rights or obligations hereunder without Gxpanse's prior written consent. Gxpanse may assign these Terms without restriction.

24.5 Force Majeure. Gxpanse shall not be liable for any failure or delay in performance resulting from causes beyond its reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, riots, government actions, power failures, internet or telecommunications failures, or pandemics.

24.6 Notices. All notices to Gxpanse under these Terms shall be sent to support@gxpanse.com. Notices to you will be sent to the email address associated with your account or through in-app notifications.

24.7 No Agency. Nothing in these Terms shall be construed as creating a partnership, joint venture, employment, or agency relationship between you and Gxpanse. Sellers are independent third parties and are not agents, employees, or representatives of Gxpanse.

## **25. Contact Us**

If you have any questions, concerns, or complaints about these Terms of Use or the Platform, please contact us at:

Gxpanse Limited

Ibeju Lekki, Lagos, Nigeria

Email: [support@gxpanse.com](mailto:support@gxpanse.com)

Website: <https://gxpanse.com>

By creating an account or using the Gxpanse Platform, you acknowledge that you have read, understood, and agree to be bound by these Terms of Use.