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INTRODUCTION

This site belongs to EquipmentShare Limited and operates as www.equipmentshare.ng otherwise known as “The Site”

By signing up for, or using the equipmentshare services or its affiliates, you are agreeing to be bound by the terms and conditions contained hereunder. The services offered are equipment lease, hire or rent site and or any other services that may be included whether with or without your notice by, whether Online or Offline.

This terms and condition will henceforth regulate our relationship and where there is a lacunae reference would be made to available laws first in Nigeria and any other that suit the purpose it is sought. At every point herein "seller", "we", "us" and "our" is mentioned they all refer to

equipmentshare.ng or EquipmentShare Limited. We reserve the right, to change, modify, add, or remove portions of any of the Terms and Conditions herein. Changes will be effective when posted on the Site with no other notice provided. Please check these Terms and Conditions regularly for updates. Your continued use of the Site following the posting of changes to these Terms and Conditions constitutes your acceptance of those changes. Kindly review the Terms and Conditions listed below diligently prior to using this website as your use of the website indicates your agreement to be wholly bound by its Terms and Conditions without modification.

You agree that if you are unsure of the meaning of any part of these Terms and Conditions or have any questions regarding the Terms and Conditions, you will not hesitate to contact us for clarification. These Terms and Conditions fully govern the use of this website and our relationship. No extrinsic evidence, whether oral or written, will be incorporated.

You confirm and undertake to us that you are at least 18 years of age or are accessing the Site under the supervision of a parent or legal guardian. If you are a minor i.e. under the age of 18 years, you shall not register as a member of equipmentshare.ng and shall not transact or use equipmentshare.ng website. As a minor if you wish to use or transact on equipmentshare.ng, such use or transaction may be made by your legal guardian or parents who have registered as users of equipmentshare.ng. Equipmentshare.ng reserves the right to terminate your membership and refuse to provide you with access to this site if it is brought to our notice or if it is discovered that you are under the age of 18 years.

TERMS AND CONDITIONS OF USE

- EquipmentShare Limited is hereinafter referred to as the (Company) on one hand and companies/individuals seeking to list equipment on the company's platform are hereinafter referred to as the equipment owner. These terms and conditions shall govern the legal relationship of the Company and Equipment Owners.

OBLIGATIONS OF EQUIPMENT OWNERS

1. Equipment Owners shall ensure that equipment to be advertised for lease on the platform are insured with a reputable insurance company at all times when the equipment is advertised for lease.
2. Equipment Owners shall ensure that equipment advertised for lease is in good working condition and when necessary, the Equipment Owner shall provide skilled operators to operate the equipment during the rental period.
3. Where there is a faulty or malfunctioning equipment, equipment owner is to check to ascertain claim of lessee and where confirmed repair or replace if length of repairs will hamper project timeline.
4. Equipment owner shall ensure to honor commitment made with respect to an offer: its binding on equipment owner to deliver the equipment on stipulated
5. Equipment Owners shall only withdraw equipment for servicing, personal use and other related purposes with the consent of the Company who shall reserve the right to be informed of the location the said equipment is to be moved to and the purpose of the movement.
6. Equipment Owners shall be responsible for delivery of equipment to site and retrieval of same upon expiration of the rental period.
7. Equipment Owners shall hold the Company harmless from all claims or future claims from its employees, contractors, agents or anyone connected to Equipmentshare arising from the use of the equipment.
8. The Equipment Owner shall be liable to pay EquipmentShare its subscription fee and renewal their after on the equipment listed for rental. This fee is subject to review by Equipmentshare Limited

OBLIGATIONS OF EQUIPMENTSHARE

1. Equipmentshare.NG will ensure the platform is up and running
2. Equipmentshare.NG and her partners will visit owners for verification

PRIVACY POLICY

The parties hereto agree and undertake to keep confidential and private all information that may come to their knowledge by virtue of this equipment lease transaction and that either party shall use its best endeavours to keep confidential the other's confidential information including but not restricted to trade secrets, staff information, client's information, accounting documents and every other information that is not readily available to the public about either party. In the event of a breach of this clause, without prejudice to other remedies available to the injured party, the offending party shall be liable in general, punitive, exemplary and special damages to the injured party.

USE OF THE SITE

Both parties agree that this website may only be used in accordance with these Terms and Conditions of Use. If you do not agree with the Terms and Conditions of Use or do not wish to be bound by them, you agree to refrain from using this website. 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.

Within the rights of both parties herein, you are entitled to a non-transferable, revocable and non-exclusive license to use this Site, in accordance with the Terms and Conditions of Use contained herein, for such things as: equipment leasing, placing equipment for leasing, gathering prior information regarding our products and services and patronizing us. Commercial use or use on behalf of any third party(s) is prohibited, except as explicitly permitted by us in advance. These Terms and Conditions of Use specifically prohibit actions such as: accessing our servers or internal computer systems, interfering in any way with the functionality of this website, gathering or altering any underlying software code, infringing any intellectual property rights. This list is non-exhaustive and similar actions are also strictly prohibited.

Should you breach any of these Terms and Conditions of Use, it shall result in the immediate revocation of the license granted in the above paragraph and anywhere in this terms and conditions

without previous notice to you. Should we determine at our sole discretion that you are in breach of any of these conditions, we reserve the right to deny you access to this website and its contents and do so without prejudice to any available remedies at law or otherwise.

Certain use of this site, services and related features that may be made available on the Site may require registration or subscription. Should you choose and or elect to register or subscribe for any such services or related features, you do so out of your freewill and you are bound to provide accurate and current information and data about yourself, and you undertake to promptly update such information if there are any corrections is needed or variations or changes. Every user of the Site is solely responsible for keeping passwords and other account identifiers safe and secure. Equipmentshare.ng is entirely responsible for all activities that occur under such password or account. Each User shall be responsible for maintaining the confidentiality of his/her User ID and Password and shall be responsible for all activities that occur under your User ID and Password. You agree that if you provide any information that is untrue, inaccurate, not current or incomplete that equipmentshare.ng has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, or not in accordance with this Terms of Use, equipmentshare.ng has the right to indefinitely suspend or terminate or block access of your membership with this site and refuse to provide you with access to the Website.

Furthermore, you must notify us of any unauthorized use of your password or account or breach thereof by any third party. The Site shall not be responsible or liable, directly or indirectly, in any way for any loss or damage of any kind incurred as a result of, or in connection with, your failure to comply with this section. During the registration process you agree to receive promotional emails from the Site. You can subsequently opt out of receiving such promotional e-mails by clicking on the link at the bottom of any promotional email.

INFORMATION AVAILABLE ON WEBSITE

The User agrees and accepts that the information and data provided and contained herein is provided as is intended for information purposes only and that it is subject to change without notice. Although we take reasonable steps to ensure the accuracy of information and we believe the information to be reliable when posted, it should not be relied upon and it does not in any way constitute either a representation or a warranty or a guarantee.

ACCESSIBILITY OF WEBSITE

Our aim and goal is to ensure accessibility to the website at all times, however we make no guarantee or representation of that nature and reserves the right to terminate the website at any time and without notice. You accept that service interruption may occur in order to allow for website improvements, scheduled maintenance or may also be due to outside factors beyond our control.

USER/OPERATOR SUBMISSIONS

Any information or data that you submit to this 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 this site for any fraudulent act or intent or submit a false e-mail address, pretending 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.

By accepting an order or signing up, you agree to receive a) emails associated with finalizing your order, which may contain relevant offers from third parties, and b) emails asking you to review the equipment and your offer/acceptance and c) promotional emails, SMS and push notifications from equipmentshare.ng. You may unsubscribe from promotional emails via a link provided in each email. If you would like us to remove your personal information from our database, unsubscribe from emails and/or SMS, please email us through the email provided herein.

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 consider 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 this 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.

CONTACT AND ENQUIRIES

All enquiries shall be directed to EquipmentShare limited at our office address as provided in the contact details.

APPLICABLE LAW AND JURISDICTION

These Terms and Conditions of Use 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 AND OTHER ALTERNATIVE SOURCE OF DISPUTE RESOLUTION

Any controversy, claim or dispute arising out of or relating to these Terms and Conditions of Use and any other agreement thereof will be referred to mediation to be handled by a single mediator at the Lagos Multi-Door Court, Lagos State.

INDEMNITY

You agree to indemnify and hold us, our affiliates, officers, directors, agents and/or employees, as the case may be, free from any claim or demand, including reasonable legal fees, related to your breach of these Terms of Use and User Agreement.

APPLICABLE LAW AND JURISDICTION

These Terms and Conditions of Use 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 AND OTHER ALTERNATIVE SOURCE OF DISPUTE RESOLUTION

Any controversy, claim or dispute arising out of or relating to these Terms and Conditions of Use and any other agreement thereof will be referred to mediation to be handled by a single mediator at the Lagos Multi-Door Court, Lagos State.

TERMINATION

In addition to any other legal or equitable remedies, we may, without prior notice to you, immediately terminate the Terms and Conditions of Use or revoke any or all of your rights granted under the Terms and Conditions of Use. Upon any termination of this Agreement, you shall immediately cease all access to and use of the Site and we shall, in addition to any other legal or equitable remedies, immediately revoke all password(s) and account identification issued to you and deny your access to and use of this Site in whole or in part. Any termination of this agreement shall not affect the respective rights and obligations (including without limitation, payment obligations) of the parties arising before the date of termination. You furthermore agree that the Site shall not be liable to you or to any other person as a result of any such suspension or termination. If you are dissatisfied with the Site or with any terms, conditions, rules, policies, guidelines, or practices of equipmentshare.ng in operating the Site, your sole and exclusive remedy is to discontinue using the Site.

SEVERABILITY

If any portion of these terms or conditions of transaction 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 transaction and shall not affect the validity or enforceability of any other section listed in this document.

INCIDENTALS

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. Assigning or sub-contracting any of your rights or obligations under these Terms and Conditions of Use to any third party is prohibited unless agreed upon in writing by the seller. 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 Use to any third party.

ACCEPTANCE OF ELECTRONIC DOCUMENTS

All parties herein 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.

INDEMINITY

You agree to indemnify us, our affiliates, officers, directors, agents and/or employees, as the case may be, free from any claim or demand, including reasonable legal fees, related to your breach of these Terms and Conditions of Transaction.

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. Assigning or sub-contracting any of your rights or obligations under these Terms and Conditions of transaction to any third party is prohibited. 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 transaction to any third party.