

GetJabb

TERMS AND CONDITIONS OF SERVICE

These Terms and Conditions of Service (the "Terms") govern your access and use of GetJabb (the "Platform"), owned and operated by YESGUDARSTOR TECHNOLOGIES LTD ("Company", "GetJabb", "we", "us" or "our"). They apply to Requesters, Workers and anyone else who uses the Platform. Please read these Terms together with GetJabb's Privacy Policy, Refund, Cancellation & Dispute Policy and Acceptable Use Policy. By creating an account, accepting the current policy version, or continuing to use the Platform after a notified update takes effect, you agree to be bound by these Terms. If you do not agree, you must de-register as a User or cease to access or use the Platform.

1. DEFINITIONS AND INTERPRETATION

In these Terms, the following expressions have the meanings set out below, unless the context requires otherwise.

"Account" means the registered user account created by a Worker or Requester on the Platform.

"Agreement" means these Terms together with the Privacy Policy, Refund, Cancellation & Dispute Policy, Acceptable Use Policy, Fee Schedule and any other policy referenced herein, each as amended from time to time.

"Task" or "Engagement" means an arrangement for the performance of work, services or tasks formed directly between a Worker and a Requester using the Platform's posting, offer, messaging and checkout functionality.

"Escrow Account" means the account(s) maintained by the Escrow Provider into which Engagement fees are paid by a Requester and from which they are released to a Worker in accordance with these Terms.

"Escrow Provider" or "PayScrow" means PayScrow, the third-party payment service provider engaged by GetJabb to process and hold payments for the protected labour-task flow.

"Listing" means a Worker's profile, skills advertisement, portfolio, rate card or availability information published on the Platform.

"Requester" means a registered user who seeks to engage a Worker to perform work, services or tasks through the Platform.

"Service Fee" means the fee charged by GetJabb for use of the Platform, as set out in the Fee Schedule. **"Fee Schedule"** means the applicable charges, Worker commission and cancellation or dispute allocations communicated to registered Users within the Platform before the relevant offer or payment is confirmed, together with the transaction terms recorded for that Engagement.

"User", "you" or "your" means any Worker or Requester who accesses or uses the Platform.

"Worker" means a registered user who offers to perform work, services or tasks for Requesters through the Platform and who has been listed on the Platform.

Headings are for convenience only and do not affect interpretation. References to statutes include subsidiary legislation, regulations and amendments made under them from time to time.

2. NATURE OF THE PLATFORM AND ROLE OF GETJABB

2.1 The Platform is a labour marketplace that enables Workers to advertise their skills and availability and enables Requesters to search for, evaluate, communicate with and engage Workers directly. GetJabb's obligation under this Agreement is to facilitate discovery, communication, booking and payment administration between Workers and Requesters. It is not a party to, and assumes no responsibility for the performance, quality, legality, safety or outcome of, any Engagement under this Agreement.

2.2 GetJabb may provide identity verification, review of service-specific skill proof, a rating and review system, minimum quality guidelines applicable to Listings, dispute-support tools, and content moderation. The provision of these facilitation features does not make GetJabb an employer, principal, agent, partner, or joint venturer of any Worker or Requester, and does not convert GetJabb into a provider of the underlying labour or services advertised on the Platform.

2.3 GetJabb reserves the right to suspend, remove or decline to publish any Listing, Account or Engagement-related content that it reasonably considers to breach these Terms, applicable law, or the integrity of the Platform.

3. ELIGIBILITY AND ACCOUNT REGISTRATION

3.1 To register an Account, a User must be at least 18 years old, be able to enter into a binding contract under Nigerian law, and provide accurate, current and complete registration information. By creating an Account, accepting the current policy version, or continuing to use the Platform after a notified update takes effect, a User agrees to these Terms. New registrations and future re-acceptances may be recorded together with the policy version, date, source, IP address and device or browser information used for the acceptance.

3.2 Users must keep their credentials and one-time codes private and must notify GetJabb promptly of any unauthorised access.

3.3 GetJabb may require phone, email, identity, selfie, bank-account or other proportionate checks. Identity verification confirms information about an account holder; it is not a guarantee of honesty, safety, competence or future conduct. Skill proof is a separate, service-specific trust signal: unless GetJabb expressly labels a skill as approved, any skill information or supporting evidence submitted by a User or awaiting GetJabb's review, must not be treated as professional certification.

3.4 GetJabb reserves the right to restrict or close Accounts that are unsafe, fraudulent, duplicate or materially inaccurate.

3.5 Requesters that are companies or other organisations must ensure that the individual creating or operating the Account has authority to bind that organisation, and that organisation remains liable for all acts and omissions under the Account.

3.6 Each User is responsible for maintaining the confidentiality of their Account credentials and for all activity occurring under their Account. Users must notify GetJabb promptly of any unauthorised use or suspected breach of security.

3.7 GetJabb reserves the right to refuse registration, suspend or terminate an Account, or decline to verify a User, at its reasonable discretion, including where verification information cannot be confirmed or where a User has previously breached these Terms.

4. WORKER STATUS AND RELATIONSHIP WITH REQUESTERS

4.1 Each Worker contracts for the performance of work directly with the relevant Requester as an independent contractor. Nothing in these Terms, nor any facilitation service provided by GetJabb (including vetting, rating, minimum-quality standards or dispute support), creates an employment relationship, agency, partnership or joint venture between the Worker and GetJabb, or between the Worker and Requester, unless expressly agreed in a separate written contract.

4.2 Workers determine, subject to any minimum standards published on the Platform, the manner, methods and tools used to perform the work they offer, and may accept or decline any Engagement at their discretion, may set or negotiate their own rates (subject to any applicable Platform rate guidance).

4.3 Requesters are solely responsible for assessing the suitability, qualifications and conduct of any Worker they choose to engage, and for agreeing the specific scope, duration, deliverables, and remuneration of each Engagement directly with the Worker.

5. LISTINGS AND SEARCHES

5.1 Workers are solely responsible for the accuracy, legality and completeness of their Listings, including any claims as to skills, qualifications, experience, certifications or availability. Listings must not be false, misleading, defamatory, or infringe any third party's rights.

5.2 GetJabb does not endorse, guarantee or warrant the accuracy of any Listing or the suitability of any Worker for a particular Engagement, and Requesters engage Workers at their own risk and discretion, informed by the Platform's verification, rating and review information where available.

5.3 GetJabb may, at its discretion, feature, rank, promote or demote Listings based on criteria such as verification status, ratings, completeness of profile, and platform policies, which may be updated from time to time.

6. ENGAGEMENTS, BOOKING AND CANCELLATION

6.1 An Engagement shall be formed when a Requester posts a Task with its budget, location and timing and a Worker accepts the posted budget or makes an alternative offer where that feature is available, which the Requester subsequently accepts. No Worker is selected until the Requester chooses one and completes any required labour checkout. Users must keep negotiation, quotations and material changes within the Platform so both parties have a record.

6.2 A Worker must not begin work that is unsafe or materially different from the posted scope, and must use the in-app change, cancellation or dispute process instead of proceeding unilaterally.

6.3 A Worker must not mark a Task complete before the agreed work is actually complete, and a Requester must not unreasonably withhold completion confirmation for properly delivered work.

6.4 Cancellation, rescheduling and no-show outcomes, including pre-arrival refunds, after-arrival allocations, identity-mismatch and false-dispute outcomes, are set out in the Refund, Cancellation & Dispute Policy published on the Platform and the applicable Fee Schedule, incorporated into these Terms by reference. While a dispute is open, funds may remain held pending review of the evidence.

6.5 Users should seek to resolve performance-related issues (such as quality, timeliness or scope disagreements) directly with the counterparty where it is safe and appropriate to do so. Where such an issue cannot be resolved directly, or involves a safety concern, suspected fraud or identity mismatch, either party may escalate it through the GetJabb in-app dispute process described in the Refund, Cancellation & Dispute Policy.

7. FEES, PRICING AND PAYMENT

7.1 GetJabb charges a Service Fee for use of the Platform, as set out in the Fee Schedule made available to registered Users within the Platform. Before the Requester pays, the checkout shows the labour amount, the applicable Requester Service Fee, any other charge payable by the Requester and the total amount payable. Before a Worker confirms an offer, the Platform shows the applicable Worker commission and expected net labour earnings. The financial consequences of cancellation and dispute outcomes are disclosed within the Platform. The applicable charges and terms are recorded for the Engagement. Changes apply prospectively and do not retrospectively alter an existing reserved or funded agreement; changed terms for a revised offer require fresh disclosure and acceptance.

7.2 All labour Task payments must be made through the Platform via PayScrow. Users must not pay labour off-platform for a Worker introduced through GetJabb. Materials and transport may be agreed and paid directly between the parties in accordance with Clause 8. Such direct payments are outside GetJabb's payment protection and are not eligible for a GetJabb-administered refund. Users may nevertheless report suspected fraud, threats or other misconduct through the Platform.

7.3 Funds paid by a Requester through the hosted checkout are held by PayScrow and refunded or released in accordance with the completion, cancellation, review and appeal process published on the Platform and the recorded terms of the relevant transaction. A decision or instruction issued by GetJabb does not itself establish that a refund or payout has been completed; completion is subject to confirmation by the Escrow Provider.

7.4 GetJabb is not a bank, deposit-taking institution, or licensed payment service provider, does not itself custody client funds, and makes no representation as to the solvency or operational resilience of the Escrow Provider. PayScrow processes and holds payments under its applicable terms and procedures. Any dispute concerning the handling, delay, or non-release of funds held in escrow may be raised with GetJabb support for assistance and with the Escrow Provider in accordance with its own terms. GetJabb staff determine Platform-level disputes in accordance with the Refund, Cancellation and Dispute Policy; the Escrow Provider carries out the relevant payment instructions through its supported procedures.

7.5 Payment-provider charges may be non-refundable where the provider has already processed the transaction. All fees are otherwise stated exclusive of applicable taxes, including value added tax, unless stated otherwise, and such taxes will be added to amounts payable where required by law. The Requester Service Fee is normally non-refundable, subject to applicable mandatory exceptions. Any full labour refund under the Refund, Cancellation and Dispute Policy returns the labour principal without a further deduction for retained processing costs. Worker commission applies to the gross labour award allocated to the Worker, including a partial-work, cancellation or dispute award; where no Worker award is made, no Worker commission applies. The applicable charges are disclosed in the Fee Schedule before confirmation.

8. MATERIALS TRANSPORT AND INSPECTIONS

8.1 Some skilled Tasks may require an on-site inspection before the final materials requirement is known. A Worker may provide an estimate before inspection and an itemised quotation afterwards. An estimate is not a final price. The Requester may request a quotation for materials and transport, and the Worker may provide it through the Platform in a message with an optional written-quotation image.

8.2 Where an inspection is needed, the parties may agree its scope and timing through the Platform. GetJabb does not offer a separate protected inspection-fee checkout. Where the parties agree a charge for an inspection or diagnostic service, it must be offered and funded as a labour Task and is subject to the ordinary labour-payment and review rules.

8.3 After agreeing a quotation for materials and transport, the Requester may buy and provide materials directly, pay an identified supplier directly, or pay the Worker directly by agreement. Materials and transport payments are made outside the Platform's protected labour-payment flow and are not held, collected or settled by GetJabb.

8.4 Materials and transport payments are separate from the PayScrow labour payment and do not form part of the labour amount used to calculate Platform fees, Worker commissions or labour refund allocations. The Requester owns materials purchased with the Requester's money, subject to any lawful supplier return terms. GetJabb is not a party to those direct transactions and does not collect or hold the money, administer refunds or guarantee delivery, quality, returns or recovery. Responsibility for those transactions rests with the relevant Requester, Worker or supplier, subject to applicable law and Clause 15.3.

8.5 Users should keep the agreed materials and transport details and relevant evidence in the Task record. Users may report suspected fraud, threats or other misconduct through the Platform. A report or quotation recorded on the Platform does not bring the direct payment within GetJabb's payment protection. Evidence is handled in accordance with the Privacy Policy; any Account action is separate from a refund or recovery of a direct payment.

9. TAXES AND STATUTORY OBLIGATIONS

9.1 Each Worker is solely responsible for determining and discharging their own tax liabilities, including personal income tax, and for any applicable registration with tax authorities, in accordance with Nigerian tax legislation, including the Nigerian Tax Act and Nigeria Tax Administration Act provisions in force from time to time.

9.2 Where applicable law requires GetJabb, the Escrow Provider, or a Requester to deduct or withhold tax (including withholding tax) from payments made to a Worker, such deduction will be made and remitted to the relevant tax authority, and GetJabb or Escrow Provider will issue appropriate evidence of such deduction to the Worker on request.

9.3 Nothing in these Terms requires GetJabb to act as an employer for the purposes of pay-as-you-earn deductions, pension contributions under the Pension Reform Act, or the National Housing Fund contribution obligations, which remain the responsibility of the Worker as an independent contractor.

10. RATINGS, REVIEWS AND VERIFICATION

10.1 Following completion of an Engagement, Workers and Requesters may be invited to rate and review each other. Reviews must be honest, based on direct experience, and must not contain defamatory, discriminatory or unlawful content. GetJabb reserves the right to remove reviews that breach these Terms.

10.2 Any verification badge, rating score or approved skill-proof indicator displayed on the Platform reflects information available to GetJabb at the relevant time and is not a guarantee of a Worker's ongoing competence, conduct or reliability.

11. ACCEPTABLE USE

11.1 Users must exercise reasonable judgement before meeting another User or allowing access to a home, vehicle or workplace, must secure valuables, disclose relevant hazards, use emergency services in the case of immediate danger, and report safety concerns to GetJabb; verification and ratings reduce uncertainty but cannot remove all risk. Users must not use the Platform to: post false, misleading, defamatory, obscene or discriminatory content; harass, threaten or discriminate against any other User on the grounds of ethnicity, gender, religion, disability or other protected characteristic; evade Platform protections or circumvent the Platform's payment or escrow mechanisms; manipulate reviews; misuse personal data; introduce malware or malicious code; impersonate others; interfere with the Platform's security or operation; or engage in any activity that is unlawful under Nigerian law, including under the Cybercrimes (Prohibition, Prevention, etc.) Act 2015 (as amended). Further detail is set out in the Acceptable Use Policy.

11.2 GetJabb may investigate suspected breaches and may suspend or terminate Accounts, remove content, withhold or reverse payments pending investigation (subject to the Escrow Provider's own procedures), and report conduct to the appropriate authorities where required by law.

12. INTELLECTUAL PROPERTY

12.1 The Platform, including its software, design, trademarks, logos and content (excluding User-generated content), is owned by or licensed to GetJabb and is protected under applicable Nigerian and international intellectual property law, including the Copyright Act 2022, the Trade Marks Act, and the Patents and Designs Act. Users are granted a limited, non-exclusive, non-transferable licence to access and use the Platform for its intended purpose.

12.2 Each User retains ownership of content they upload (such as Listings, profile content, portfolios and messages) but grants GetJabb a worldwide, royalty-free licence to host, store, process, display, reproduce and distribute such content as needed to operate, secure and improve the Platform. Users must not upload content they lack the right to use, trade secrets, payment credentials, or unnecessary identity data.

13. DATA PROTECTION AND PRIVACY

13.1 GetJabb processes personal data of Users in accordance with the Nigeria Data Protection Act 2023, its subsidiary regulations, and GetJabb's Privacy Policy published on the Platform, which is incorporated into these Terms by reference.

13.2 Personal data is collected, used, stored and, where necessary, shared with the Escrow Provider and other service providers for the purposes and on the lawful bases described in the Privacy Policy, including operating the Platform, facilitating Engagements and complying with applicable law. Where consent is required, it is requested for the relevant processing. Acceptance of these Terms does not constitute consent to unrelated optional processing.

13.3 Users have the rights available to data subjects under the Nigeria Data Protection Act 2023, including rights of access, correction, deletion, restriction of processing, data portability (where applicable) and the right to lodge a complaint with the Nigeria Data Protection Commission, further details of which are set out in the Privacy Policy.

14. DISPUTES BETWEEN USERS

14.1 Workers and Requesters are responsible in the first instance for resolving disputes concerning the performance, quality, scope or payment of an Engagement directly between themselves where it is safe and appropriate to do so. GetJabb may, at its discretion, provide dispute support. Labour disputes submitted through the Platform are reviewed by authorised GetJabb staff in accordance with the Refund, Cancellation and Dispute Policy. Disputed funds may remain held by the Escrow Provider pending resolution in accordance with its procedures. Account action and financial decisions are considered separately.

14.2 GetJabb's decision on any Platform-level dispute-support process (such as release or withholding of disputed escrow funds, removal of a review, or suspension of an Account pending investigation) is subject to the applicable internal review and appeal process under the Refund, Cancellation & Dispute Policy. A decision becomes final for the purposes of the Platform's internal process after that process has concluded, without prejudice to either User's right to pursue legal remedies through the courts or arbitration.

15. DISCLAIMERS AND LIMITATION OF LIABILITY

15.1 The Platform is provided on an "as is" and "as available" basis. GetJabb aims to keep the Platform available and secure, but networks, banks, payment providers, map services and mobile devices can fail. GetJabb does not guarantee uninterrupted service, a particular Worker, a particular price, or the outcome of an independent Worker's Task, and disclaims all other warranties, whether express or implied, regarding the Platform's availability, accuracy or reliability, and makes no warranty as to the conduct, skill of any Worker or Requester.

15.2 To the maximum extent permitted by law, GetJabb shall not be liable for any indirect, incidental, special, consequential or punitive damages, or for any loss of profit, revenue, data or goodwill, arising out of or in connection with any Engagement, any act or omission of a

Worker or Requester, or any act or omission of the Escrow Provider, whether in contract, tort (including negligence) or otherwise.

15.3 Nothing in these Terms excludes or limits liability or consumer rights that the Nigerian law does not permit GetJabb to exclude, including liability for fraud, wilful misconduct, or death or personal injury caused by GetJabb's negligence, nor does it affect the rights of consumers under the Federal Competition and Consumer Protection Act 2018.

15.4 Subject to the foregoing, GetJabb's aggregate liability to any User arising out of or in connection with these Terms shall not exceed the total Service Fees paid by that User to GetJabb in the twelve (12) months preceding the event giving rise to the claim.

16. INDEMNITY

16.1 Each User agrees to indemnify and hold harmless GetJabb, its officers, employees and agents from and against any claims, liabilities, damages, losses and expenses (including reasonable legal fees) arising out of or in connection with: that User's breach of these Terms; that User's Listing or Engagement-related content; any Engagement performed or received by that User; or that User's violation of any applicable law or third-party right.

17. SUSPENSION AND TERMINATION

17.1 A User may request Account deletion in the Platform at any time. Active Tasks, disputes, unpaid amounts, fraud reviews and legally required records may need to be resolved or retained before deletion takes effect, including settlement of any outstanding Engagements, fees, or escrowed funds in accordance with these Terms and PayScrow's procedures.

17.2 GetJabb may investigate, limit or suspend a User's Account, with or without notice, to protect other Users, comply with law, respond to a payment or safety issue, or enforce these Terms, including where it reasonably believes the User has breached these Terms or applicable law or poses a risk to the safety, security or integrity of the Platform or other Users, or where required by a competent authority.

17.3 Termination of an Account does not affect accrued rights or obligations, including payment obligations for completed or in-progress Engagements, and clauses which by their nature should survive termination (including those concerning intellectual property, data protection, disclaimers and liability, indemnity, and dispute resolution) shall survive.

18. DISPUTE RESOLUTION AND GOVERNING LAW

18.1 These Terms are intended to be governed by and construed in accordance with the laws of the Federal Republic of Nigeria.

18.2 Any dispute between a User and GetJabb arising out of or in connection with these Terms may first be referred to GetJabb's internal complaints process.

18.3 Nothing in this clause prevents a User from exercising any statutory right to complain to the Federal Competition and Consumer Protection Commission, the Nigeria Data Protection Commission, or any other competent regulator.

19. AMENDMENTS TO THESE TERMS

19.1 GetJabb may amend these Terms from time to time to reflect changes in law, regulatory guidance, or the Platform's operations. Material policy changes will be dated and versioned, and, where required, Users will be asked to accept the updated version before continuing to use the Platform. Otherwise, material changes will be notified to Users through the Platform or by email at least fourteen (14) days before taking effect, and continued use of the Platform after the effective date of an amendment constitutes acceptance of the amended Terms.

20. GENERAL PROVISIONS

20.1 Entire Agreement: These Terms, together with the Privacy Policy, Refund, Cancellation & Dispute Policy, Acceptable Use Policy, Fee Schedule and any other policy referenced herein, constitute the entire agreement between the User and GetJabb in respect of use of the Platform.

20.2 Severability: If any provision of these Terms is held invalid or unenforceable under Nigerian law, the remaining provisions shall continue in full force and effect.

20.3 No Waiver: A failure by GetJabb to enforce any provision of these Terms shall not be construed as a waiver of that or any other provision.

20.4 Assignment: Users may not assign or transfer their rights or obligations under these Terms without GetJabb's prior written consent. GetJabb may assign these Terms in connection with a merger, acquisition, or sale of assets.

20.5 Force Majeure: Neither party shall be liable for delay or failure to perform resulting from causes beyond its reasonable control, including acts of God, government action, power or network outages, or failures of the Escrow Provider's systems.

20.6 Notices under these Terms shall be given in writing to the addresses or electronic contact details provided on the Platform or in a User's Account. General enquiries relating to account, service, safety or privacy matters may be sent to support@getjabb.com, with the type of request noted in the subject line so it can be routed correctly.

20.7 Relationship of the Parties: Nothing in these Terms shall be construed to create a partnership, joint venture, agency or employment relationship between GetJabb and any User, or between a Worker and a Requester.