

TERMS OF USE, PRIVACY POLICY & GOVERNANCE COMPLIANCE

Entity Registered: Ethnikraft Africa Ltd. (Federal Republic of Nigeria)

Primary Jurisdiction: Federal Republic of Nigeria (CAMA 2020, NDPA 2023, FCCPA 2019)

International Scope: Cross-Border E-Commerce & Worldwide Fulfillment

Effective Date: August 6, 2026

Version: 2.4 (Comprehensive Multi-Territory Standards)

DOCUMENT SECTION	PRIMARY SCOPE
1. Terms of Use & Marketplace Agreement	Platform Access, Orders, IP & Liabilities
2. Privacy & Data Protection Policy	NDPA 2023, GDPR & International Compliance
3. Global Shipping & Customs Policy	Domestic & International Fulfilment & Duties
4. Returns, Refunds & Cancellation Policy	Customer Protection, Exclusions & Claims
5. Vendor & Artisan Governance Agreement	Quality Assurance, Payouts & Marketplace Standards

Official Contact & Regulatory Inquiries:

Ethnikraft Africa Headquarters | Customer Care & Legal Compliance

Email: legal@ethnikraft.africa | Website: <https://home.ethnikraft.africa>

Lagos State, Federal Republic of Nigeria.

SECTION 1: TERMS OF USE & SERVICE AGREEMENT

1.1 Overview & Binding Agreement

Welcome to Ethnikraft Africa ('Ethnikraft', 'we', 'us', or 'our'). These Terms of Use govern your access to and use of our online marketplace, mobile applications, and artisan studio services (collectively, the 'Platform'). By browsing, registering an account, purchasing items, or utilizing our custom tailoring studio ('Studio'), you agree to be bound by these Terms and all incorporated policies.

If you do not agree to these Terms, you must immediately discontinue use of the Platform. Ethnikraft is a commercial enterprise registered in Nigeria and operates internationally across global trade corridors.

1.2 Eligibility & Account Security

- **Age Requirement:** You must be at least 18 years of age (or the legal age of majority in your jurisdiction) to form a binding contract with Ethnikraft.
- **Account Integrity:** You are responsible for safeguarding your login credentials. Any activity conducted through your account will be deemed authorized by you.
- **Account Termination:** Ethnikraft reserves the right to suspend or terminate accounts that breach platform guidelines, engage in fraudulent payment activity, or abuse artisan vendors.

1.3 E-Commerce Marketplace & Custom Artisan Studio

Ethnikraft operates both as a curated retailer of authentic African fashion, textiles (e.g., Aso Oke, Ankara), footwear, and home decor, and as a bespoke facilitator connecting customers with verified African artisans via our Studio customizer tool.

- **Ready-to-Wear Products:** Standard inventory items dispatched upon payment confirmation.
- **Bespoke / Custom Studio Orders:** Custom-tailored items, made-to-measure apparel, and artisan crafts. Production timelines for custom items are estimated and may vary depending on material sourcing and handcrafting requirements.

1.4 Pricing, Taxes & Multi-Currency Processing

Prices displayed on the Platform are presented in Nigerian Naira (NGN) and may be converted into major currencies (USD, GBP, EUR, CAD) for international convenience using real-time institutional conversion feeds. All payments are processed securely through licensed payment partners (including Paystack, Flutterwave, Stripe, or PayPal). You are responsible for any foreign transaction fees charged by your card issuer.

1.5 Intellectual Property Rights

All visual designs, product photographs, brand assets, logos, platform UI graphics, and software code on Ethnikraft are the exclusive intellectual property of Ethnikraft Africa and its partner artisans, protected under the Copyright Act of Nigeria and international intellectual property treaties. Unapproved commercial reproduction, scraping, or copying is strictly prohibited.

1.6 Limitation of Liability & Warranties

To the maximum extent permitted by applicable law (including the Nigerian Federal Competition and Consumer Protection Act 2019), Ethnikraft provides products and services 'as available'. Ethnikraft shall not be liable for indirect, incidental, or consequential damages resulting from courier delays, international customs holds, or minor natural variations inherent in handcrafted textiles.

1.7 Governing Law & Dispute Resolution

These Terms are governed by the laws of the Federal Republic of Nigeria. Any dispute arising out of or in connection with these Terms shall first be submitted to informal resolution via compliance@ethnikraft.africa. If unresolved within 30 days, the dispute shall be referred to and finally resolved by arbitration at the Lagos Multi-Door Courthouse (LMDC) under the Arbitration and Mediation Act of Nigeria.

SECTION 2: PRIVACY & DATA PROTECTION POLICY

2.1 Regulatory Compliance Framework

Ethnikraft Africa is committed to honoring your privacy. We comply with the Nigeria Data Protection Act 2023 (NDPA), Nigeria Data Protection Regulation (NDPR), the General Data Protection Regulation (GDPR - EU/UK), and applicable regional data protection laws across our international shipping corridors.

2.2 Data We Collect

- **Personal Information:** Full name, email address, physical delivery address, phone number, and billing information.
- **Custom Sizing Data:** Measurements, sizing preferences, and fabric specifications provided in the Studio tool.
- **Technical & Device Data:** IP address, browser type, cookies, transaction logs, and device hardware identifiers.
- **Payment Data:** Encrypted payment tokens handled directly by PCI-DSS compliant payment gateways. Ethnikraft does NOT store full raw credit card numbers.

2.3 Purpose & Legal Basis of Processing

We process personal data strictly under valid legal grounds:

- **Contract Performance:** Fulfilling orders, processing payments, arranging international courier delivery, and custom artisan tailoring.
- **Legitimate Interests:** Platform security, fraud prevention, service optimization, and customer feedback analysis.
- **Legal Compliance:** Tax compliance, customs documentation, and anti-money laundering (AML) obligations.

2.4 International Data Transfers & Third-Party Sharing

As an international e-commerce brand shipping worldwide, your delivery details are shared securely with verified logistics partners (e.g., DHL Express, FedEx, UPS) and verified artisan vendors responsible for fulfilling custom requests. Any cross-border data transfer outside Nigeria or the EEA is safeguarded through Standard Contractual Clauses (SCCs) and strict data protection agreements.

2.5 Data Subject Rights

Under the NDPA 2023 and GDPR, you possess the following rights:

- **Right of Access & Rectification:** Request a copy of your data or correct inaccurate information.
- **Right to Erasure ('Right to be Forgotten'):** Request deletion of your personal data when no legal retention obligation exists.
- **Right to Object & Restrict:** Opt-out of marketing communications or restrict specific processing activities.

To exercise these rights, submit your request to privacy@ethnikraft.africa.

SECTION 3: GLOBAL SHIPPING, CUSTOMS & DELIVERY POLICY

3.1 Domestic & International Delivery Scope

Ethnikraft ships domestically within Nigeria and internationally to over 150 countries worldwide across North America, Europe, United Kingdom, Middle East, Asia, and Africa using premium international courier partners (DHL Express, FedEx, UPS).

3.2 Order Processing & Production Lead Times

- **Ready-to-Wear Items:** Dispatched within 2 to 4 business days.
- **Custom / Bespoke Studio Orders:** Handcrafted by specialized artisans. Estimated production lead times range between 7 to 21 business days, depending on textile intricacy and sizing specifications.

3.3 Estimated Shipping Timelines

DESTINATION REGION	COURIER PARTNER	ESTIMATED TRANSIT TIME
Nigeria (Domestic)	Local Express Courier	1 - 3 Business Days
West Africa (ECOWAS)	DHL / Regional Express	3 - 5 Business Days
North America (US & Canada)	DHL Express / FedEx	4 - 7 Business Days
United Kingdom & Europe	DHL Express / UPS	3 - 6 Business Days
Rest of World (Asia, Australia)	DHL Express / International	5 - 10 Business Days

3.4 Customs Duties, Import Taxes & VAT

International shipments may be subject to import duties, local VAT, customs clearance fees, or tariffs levied by the destination country's government. **All customs charges are the sole responsibility of the customer/recipient.** Ethnikraft has no control over customs charges and cannot predict their exact amount.

SECTION 4: RETURNS, REFUNDS & CANCELLATION POLICY

4.1 Return Eligibility Window

For standard Ready-to-Wear goods, customers may request a return or exchange within **7 days for domestic Nigerian deliveries** and within **14 days of delivery receipt for international orders**, provided the item meets all return criteria.

4.2 Non-Returnable & Non-Refundable Items

To protect vendor integrity and hygiene standards, the following items are strictly non-returnable:

- **Bespoke & Custom Studio Orders:** Garments tailored to specific customer body measurements or custom fabric choices.
- **Intimate Wear & Body Jewelry:** Earrings, pierced body jewelry, and undergarments.
- **Clearance & Sale Archive Items:** Final sale products explicitly marked non-refundable.

4.3 Return Conditions & Merchant Approval

Items must be returned in their original condition: unworn, unwashed, unaltered, with all original Ethnikraft security tags intact and in original packaging. Returns must be pre-approved by contacting returns@ethnikraft.africa.

4.4 Refund Processing Timelines

Upon receipt and physical inspection of the returned merchandise at our fulfillment center, approved refunds will be credited back to your original payment method within **7 to 10 business days**. Shipping and customs costs are non-refundable.

SECTION 5: VENDOR & ARTISAN GOVERNANCE AGREEMENT

5.1 Marketplace Standards & Authenticity Guarantee

All vendors and artisans onboarded to the Ethnikraft Platform warrant that their listed items are 100% authentic, handcrafted, or ethically produced in accordance with traditional African artisanal techniques. Counterfeit products or mass-produced synthetic replicas are strictly banned.

5.2 Vendor Payout Escrow & Quality Assurance

Ethnikraft operates a secure vendor escrow model. Funds from customer orders are held safely until order delivery is verified and the customer inspection window has elapsed, ensuring quality compliance and fair artisan compensation.

ETHNIKRAFT AFRICA LEGAL & COMPLIANCE BOARD

For questions or legal notices regarding these documents, contact legal@ethnikraft.africa.