

1. General

Welcome to the **Arteegroup.com website (ArteeGroup)** operated by **Artee Industries Limited** (carrying on business under the name and style of “**SPAR/PARK ‘N’ SHOP**” and the Notice on this Website sets out certain general conditions governing your use of all parts of the website and by visiting this site you are deemed to have agreed to all of the matters set out in this notice including those conditions, which are supplementary to the conditions contained in this notice.

2. Definitions

- (a) **Conditions** means those contained in this notice, together with the **ArteeGroup** General Policy and any additional terms, conditions, notices and disclaimers displayed elsewhere on the **ArteeGroup** Websites;
- (b) **Content** means the information made available to you through the **ArteeGroup** Websites and/or a Service;
- (c) **ArteeGroup** means **Artee Industries Limited** and all other Companies which are so associated in whole or in part with the said **Artee Industries Limited** (trading under the name and style as “**SPAR/PARK ‘N’ SHOP**”
- (d) **ArteeGroup Privacy Policy** means the policy named as such and available from the Privacy Policy page;
- (e) **ArteeGroup Websites** means the World Wide Web sites accessible from <http://www.ArteeGroup.com>.
- (f) **Material** means text, illustrations, photos, audio, video, any combination of these or other material.
- (g) **Non-secure Website Areas** means all areas of the ArteeGroup Websites other than the Secure Website Areas;
- (h) **Secure Website Areas** means the following areas of the **ArteeGroup** Websites to which access is password controlled - Trade Accounts Online, and Finance Online

- (i) **Service** means all or any of the applications contained on or accessible from the **ArteeGroup** Websites; and
- (j) **You** or **your** means a person who accesses the **ArteeGroup** Websites and/or a Service.

3. **Basis of Provision**

- 3.1 The **ArteeGroup** Websites and each Service rely in part on factors outside **ArteeGroup's** control and **ArteeGroup** does not provide any guarantee that the **ArteeGroup** Websites or any Service is fault-free.
- 3.2 Without liability to you, **ArteeGroup** may at any time and without notice whatsoever:
 - 3.2.1 shut down or suspend the **ArteeGroup Websites** or any Service, or disconnect or deny you access to the **ArteeGroup** Websites or any Service; and
 - 3.2.2 make improvements and/or changes to the **ArteeGroup** Websites, any Service or the Content.

4. **Personal Information You Provide**

- 4.1 Where you provide personal information to **ArteeGroup** electronically through the **ArteeGroup Websites**, you must provide accurate, complete and current information. You agree to update this information from time to time to ensure that its accuracy, completeness and currency are constantly maintained.
- 4.2 You agree that you have read and understood the **ArteeGroup** Privacy Policy and that **ArteeGroup**, as a member of the ArteeGroup Group, will deal with personal information supplied by you in connection with your use of the **ArteeGroup** Websites and/or a Service in accordance with the terms of that policy.

5. **Use of the ArteeGroup Websites/Service**

- 5.1 In using the **ArteeGroup** Websites and/or a Service, you agree:

- 5.1.1 to maintain the confidentiality of all your Service identification and login information;
- 5.1.2 to be responsible for any disclosure or loss of Service identification or login information;
- 5.1.3 to notify **ArteeGroup** immediately if you lose your Service identification or login information;
- 5.1.4 to comply with all directions of **ArteeGroup** relating to the use of a Service;
- 5.1.5 to be entirely responsible for all activities that occur under or in respect of any Service account you open;
- 5.1.6 to immediately notify **ArteeGroup** of any unauthorized use of a Service account or other breach of security of which you are aware;
- 5.1.7 that the Content is valuable information and belongs exclusively to **ArteeGroup**
- 5.1.8 will not alter the Content or develop any derivative works from the Service.

6. What You Must Not Do

- 6.1 In using the **ArteeGroup** Websites and/or a Service, you agree that you must not, whether directly or indirectly:
 - 6.1.1 **CARRY** out activities, or post or transmit any information or Material, which infringe a third party's rights, are contrary to any relevant standards or codes or breach any laws or regulations;
 - 6.1.2 **INTERFERE** with another individual's or entity's use and enjoyment of a Service or similar services;
 - 6.1.3 **CONDUCT** or send surveys, chain letters, junk email, spamming or other duplicative or unsolicited messages (whether commercial or otherwise);
 - 6.1.4 **PUBLISH** or distribute any defamatory, obscene, indecent or

unlawful material or information that could otherwise give rise to civil or criminal proceedings;

6.1.5 ADVERTISE or offer to sell or buy any goods or collect information about others, including email addresses; or create a false identity for the purpose of misleading others as to the identity of the sender or the origin of any message;

6.1.6 TRANSMIT or upload any computer programs or other material in breach of any intellectual property laws, rights of privacy or any other applicable Laws and not to interfere with or disrupt networks connected to a Service or violate the regulations, policies or procedures of such networks; or

6.1.7 ATTEMPT to gain unauthorized access to a Service, other accounts, computer systems or other networks connected to a Service, through password mining or any other means. This includes, without limitation to:

- (a) attempting to access information or data for which the user has no authorization;
- (b) attempting any breach of system or network security;
- (c) attempting to introduce a virus to **ArteeGroup's** computer system or network;
- (d) sending unsolicited e-mails through ArteeGroup's computer system or network.

6.2 Any violations of a Service, the ArteeGroup Websites or any ArteeGroup system or network security may result in civil or criminal liability.

7. Changes

ArteeGroup may vary any of the conditions contained in this notice at any time by posting notice of any variations on this page. Your continued access to the ArteeGroup Websites or use of a Service after such notice will constitute acceptance of the variation.

8. Personal Right

Unless otherwise agreed by **ArteeGroup**, your right to use any Service that involves password controlled access is personal to you. You cannot give this personal right to someone else and you must not allow any other person to access or use the relevant Service using your password.

9. ArteeGroup Websites are Protected by Intellectual Property Laws

9.1 You hereby agree that:

9.1.1 copyright in the material accessible from the **ArteeGroup** Websites (including all text, graphics, layouts and images) is owned by ArteeGroup and certain third parties and all rights are reserved in that copyright; and

9.1.2 registered and unregistered trademarks owned by **ArteeGroup** (or other members of the **ArteeGroup**) are displayed on and are also accessible from the ArteeGroup Websites.

9.2 You will not use any copyright material or trade marks referred to above except in the manner described below.

9.2.1 You may make temporary copies to the extent necessary to browse the **ArteeGroup** Websites on screen; and

9.2.2 You may unless otherwise stated, download or print a single copy of such copyright material and/or trademarks for personal, private or research use provided that, in doing so, you must not make any alterations to the copyright material or trade marks (including to any applicable copyright or trade mark notice or disclaimer).

10. Links Are Not Endorsements

10.1 Any links or frames connecting the **ArteeGroup** Websites with other websites are for convenience only and do not mean that **ArteeGroup** endorses or approves those responsible for those other websites or the information accessible from them.

10.2 Any links to or frames of the ArteeGroup Websites are permitted, but ArteeGroup reserves the right to prevent linking or framing immediately by giving notice.

11. RESPONSIBILITY TO BE AWARE OF HACKERS AND VIRUSES

11.1 The World Wide Web exists across open, public networks that are neither secure nor private. You acknowledge and accept the risk that:

11.1.1 transmissions to or from the ArteeGroup Websites may be intercepted, used and modified by third parties; and

11.1.2 material obtained from or through the ArteeGroup Websites may contain computer viruses and other defects.

12. Security

12.1 **ArteeGroup** is committed to protecting information received from users of the ArteeGroup Websites and any transaction instructions between ArteeGroup and users of the ArteeGroup Websites.

12.2 When accessing Secure Website Areas, you should use secure passwords that:

12.2.1 cannot be easily guessed;

12.2.2 are not in written form; and

12.2.3 are not disclosed to any third party.

12.2.4 Where you have registered for a function or Service accessible via the ArteeGroup Websites which is password controlled, you should note that ArteeGroup or AWB employees and agents will never contact you requesting your password.

12.3 In Non-secure Website Areas, any information supplied by you to ArteeGroup will not be in an encrypted form, and you should be aware that there is a risk that a third party may attempt to intercept and/or read the information that you supply. ArteeGroup will take all

reasonable steps available to it to ensure the security of your information, but accepts no responsibility for any loss or damage to you as a result of such interception.

- 12.4** To ensure your security you should always take your own precautions which include running reputable anti-virus software on your computer.

13. Disclaimer and Limitation of Liability

- 13.1** To the maximum extent permitted by law, neither ArteeGroup nor any of ArteeGroup's officers, employees, agents, contractors or related bodies corporate (including without limitation ArteeGroup) or the officers, employees, agents, contractors or related bodies corporate of ArteeGroup's agents, contractors or related bodies corporate will be liable in any way (including for negligence) for any loss, damage, costs or expenses suffered by you, or claims made against you, through or arising in connection with your use of the ArteeGroup Websites or any Service, any failure to provide the ArteeGroup Websites, any information ordinarily available from them or in connection with any products, services (including the Services) or information supplied, offered to be supplied or advertised through or via the ArteeGroup Websites.

- 13.2** To the maximum extent permitted by law and subject to any express warranty, condition or representation agreed in writing by ArteeGroup, all warranties, conditions and representations about the ArteeGroup Websites, including the availability of the ArteeGroup Websites or any Service for use, the products and services (including the Services) advertised or available to be supplied through or via the ArteeGroup Websites and the information available from or linked to the ArteeGroup Websites, are excluded.

- 13.3** Where a term is implied by law and that law prohibits provisions in a contract excluding or modifying liability under that term, then ArteeGroup agrees to observe and adhere to that term. However, ArteeGroup's liability for breach of such term will be limited, at ArteeGroup's option, to one or more of the following:

13.3.1 in relation to goods:

13.3.1.1 the replacement of the goods or the supply of equivalent goods;

13.3.1.2 the repair of such goods;

13.3.1.3 the payment of the cost of replacing the goods or acquiring equivalent goods; or

13.3.1.4 the payment of the cost of having the goods repaired; and

13.3.2 in relation to services:

13.3.2.1 the supply of the services again; or

13.3.2.2 the payment of the cost of having the services supplied again.

14. Severability

If any provision contained in this notice is prohibited, invalid or unenforceable in any jurisdiction, that provision will, as to that jurisdiction, be ineffective to the extent of the prohibition, invalidity or unenforceability only and without invalidating the remaining provisions contained in this notice or affecting the validity or unenforceability of that provision in any other jurisdiction.

15. Waiver

If ArteeGroup does not act in relation to a breach by you of the Conditions, this does not waive ArteeGroup's right to act with respect to subsequent or similar breaches.

16. Inconsistency

You are bound by this notice and any conditions governing your use of a particular Service. If there is any inconsistency between any condition set out in this notice and any specific condition governing a particular Service, the specific condition governing use of the particular Service will prevail to the extent of the inconsistency.

17. Applicable Law

You agree that the Laws of the Federal Republic of Nigeria apply to this notice and the Conditions generally. You submit to the non-exclusive jurisdiction of the courts of that State.