



# Meliora Marketplace Terms of Use

Version 1.0 · Effective 23 October 2026 · Meliora Business Solutions Ltd., Novare Gateway Mall, Airport Road, Lugbe, Abuja, Nigeria

## 1. Introduction and acceptance

These Terms of Use form a binding agreement between Meliora Business Solutions Ltd. ("Meliora", "we", "us") and every person who visits, registers on or uses the Meliora Marketplace at [melioramarketplace.com](https://melioramarketplace.com), its apps and related services (the "Marketplace").

By ticking the acceptance box, creating an account, placing an order or otherwise using the Marketplace, you confirm that you have read, understood and agree to these Terms and to the Meliora Marketplace Privacy Notice. If you do not agree, do not use the Marketplace.

If you use the Marketplace for a business or other organisation, you confirm that you are authorised to accept these Terms for it, and "you" includes that organisation. Vendors are also bound by the Meliora Marketplace Vendor Agreement, which prevails over these Terms on vendor matters.

Meliora Business Solutions Ltd. is a company registered in Nigeria, with its office at Novare Gateway Mall, Airport Road, Lugbe, Abuja, Nigeria.

## 2. Definitions

| Term            | Meaning                                                                                                                                                |
|-----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|
| Buyer           | A user who browses, orders or pays for a product on the Marketplace.                                                                                   |
| Vendor          | A business or individual approved by Meliora to list and sell products on the Marketplace.                                                             |
| User            | Anyone who accesses the Marketplace, including Buyers, Vendors and visitors.                                                                           |
| Listing         | A product offered by a Vendor, with its description, images, price and stock.                                                                          |
| Order           | A Buyer's request to buy one or more Listings. A checkout with products from several Vendors or dispatch points creates one Order (shipment) for each. |
| Payment Partner | The licensed payment service provider that processes card payments on the Marketplace (currently Paystack).                                            |
| Rider           | The person who delivers an Order — a Vendor's own rider or a rider engaged by Meliora.                                                                 |
| Content         | Text, images, videos, ratings, reviews, messages and other material posted on the Marketplace.                                                         |

## 3. Eligibility, accounts and security

You must be at least 18 years old and able to enter a binding contract under Nigerian law to create an account or place an Order. A person under 18 may use the Marketplace only through a parent or guardian who accepts these Terms.

- Give accurate, current and complete information, and keep it up to date.
- Keep your password and devices secure. You are responsible for all activity on your account.
- Hold one personal account only, and do not share, sell or transfer it.

- Tell us at once at [iammeliorabusinesssolutions@gmail.com](mailto:iammeliorabusinesssolutions@gmail.com) if you suspect unauthorised use of your account.

We may refuse, suspend or close an account that gives false information, breaches these Terms or puts other Users at risk.

#### 4. Meliora's role

Meliora operates the Marketplace as an online venue that connects Buyers with independent Vendors. Unless a Listing clearly states that Meliora is the seller, the Vendor sells the product and the contract of sale is between the Buyer and that Vendor.

- Vendors are responsible for their Listings, prices, stock, quality, safety and legality, and for packing their goods.
- Meliora reviews Vendors before approving them and approves Listings, new products and photos before they are shown, and may remove Listings or Vendors. Meliora does not inspect every product and does not guarantee any Vendor's goods or statements.
- Meliora is not the Buyer's or Vendor's agent, employee, partner or insurer.

We will still help resolve disputes as set out in section 5, and nothing here limits rights a Buyer has under the Federal Competition and Consumer Protection Act 2018.

#### 5. Orders, charges, payment, delivery, returns and refunds

1. **Prices.** Prices are shown in Nigerian Naira and include any VAT or other tax the Vendor is required to charge.
2. **Charges shown before you pay.** Your checkout shows, before you pay: the price of the goods; a delivery fee for each shipment, worked out from the road distance between the Vendor's dispatch point and your address at the rate per kilometre then in force (subject to any minimum delivery fee); a platform charge, payable once per checkout; and a vendor payout fee that covers the cost of paying each Vendor. Card payments also carry the Payment Partner's processing fee, shown on the payment page. Pickup orders carry no delivery fee.
3. **Orders.** Placing an Order reserves the stock for you. An Order is confirmed when your payment is confirmed. An Order that is not paid for may be cancelled by Meliora's administrators, and its stock is then released.
4. **Payment.** You may pay by card through our Payment Partner, or by bank transfer to Meliora's account and upload proof of payment, which Meliora verifies before the Order is treated as paid. Meliora does not store your card details. Pay only through the Marketplace checkout; payments made outside it are not protected by these Terms.
5. **Delivery.** Delivery times are estimates. When a Rider is assigned, we email you a delivery PIN. Give the PIN to the Rider only when you have received your goods: entering it confirms the delivery. Check goods on delivery and report damage, missing items or wrong items within 48 hours. Pickup Orders are collected at the Vendor's dispatch point.
6. **Returns.** As a minimum, you may return goods that are faulty, unsafe, materially not as described or delivered in error, as the law requires. A Vendor may offer a more generous return policy.
7. **Refunds.** Approved refunds are paid to the original payment method, normally within 14 working days of approval. Timing on the bank's side depends on the Payment Partner and your bank.

8. **Disputes.** If you and a Vendor cannot agree, contact Meliora within 14 days of delivery. We will review the evidence from both sides and may decide a refund, a return or another fair outcome. This does not stop you from using your legal rights.

## 6. Acceptable use, ratings and content

You must not use the Marketplace to:

- break any law or anyone's rights, including intellectual property and privacy rights;
- buy, sell or advertise illegal, counterfeit, stolen, unsafe or restricted goods;
- commit fraud, money laundering or payment abuse, including fake orders or chargeback abuse;
- arrange to complete a Marketplace sale outside the Marketplace to avoid charges or protections;
- post false, misleading, abusive, hateful or sexually explicit Content, or fake or paid ratings or reviews;
- send spam, or harass, threaten or impersonate any person;
- upload malware, scrape the Marketplace, overload it or get around its security.

**Ratings and reviews.** After a delivery you may be invited to rate your order. You rate the Vendor for the items and packaging only, and the delivery separately; you may also rate each product. Ratings must reflect your genuine experience of a real purchase. Star ratings count straight away; written comments are checked by Meliora before they are published, and are shown with your first name and initial. Vendors may reply publicly to published comments. You may change your rating for a limited time after delivery.

You keep ownership of Content you post, and you give Meliora a free, worldwide, non-exclusive licence to host, display, adapt and use it to run and promote the Marketplace. We may decline, hide or remove Content, or restrict accounts, that break this section.

## 7. Privacy, intellectual property and third-party services

**Privacy.** We handle personal data as described in the Meliora Marketplace Privacy Notice and in line with the Nigeria Data Protection Act 2023. To complete an Order, we share the Buyer's name, phone number and delivery address with the Vendor and the Rider. They may use that data only to fulfil and support the Order.

**Intellectual property.** The Marketplace, its software, design and the Meliora name and logos belong to Meliora or its licensors. You may use the Marketplace for its intended purpose only, and may not copy, resell or build on it without our written consent. Listing images and brand names belong to the Vendors or their owners.

**Third-party services.** Payments, maps, email and similar services are provided by third parties under their own terms. Meliora is not responsible for their acts or outages, except where the law does not allow us to exclude that responsibility.

## 8. Disclaimers, liability, indemnity, suspension and termination

**Disclaimers.** The Marketplace is provided "as is" and "as available". To the extent the law allows, Meliora gives no warranty that it will be uninterrupted or error-free, or about any Vendor's products, Listings or conduct.

**Limitation of liability.** To the extent the law allows, Meliora is not liable for indirect or consequential loss, or loss of profit, revenue, data or goodwill. Meliora's total liability to a User for any claim is limited to the greater of the charges Meliora received in connection with the Order concerned and ₦50,000. Nothing in

these Terms limits liability for fraud, death or personal injury caused by negligence, or any liability that cannot lawfully be limited.

**Indemnity.** You agree to compensate Meliora for third-party claims, losses and reasonable legal costs caused by your breach of these Terms, your misuse of the Marketplace or your breach of law or another person's rights.

**Suspension and termination.** You may ask us to close your account at any time. We may suspend or close an account, or remove Content, where these Terms are breached, fraud is suspected, the law requires it, or other Users need protecting. Where reasonable, we will tell you why and give you a chance to respond. Orders already paid for are completed or refunded fairly.

## 9. Litigation

**Any legal action or proceeding against Meliora, or arising out of or in connection with these Terms or the Marketplace, shall be brought and handled exclusively in the courts of competent jurisdiction in Abuja, Federal Capital Territory, Nigeria. You irrevocably submit to the jurisdiction of those courts and waive any objection to proceedings there on the grounds of venue or inconvenient forum.**

1. **Governing law.** These Terms, and any dispute or claim arising from them or from your use of the Marketplace, are governed by the laws of the Federal Republic of Nigeria.
2. **Recognised courts.** "Courts of competent jurisdiction in Abuja" means the High Court of the Federal Capital Territory, the Federal High Court (Abuja Judicial Division) or any other court sitting in Abuja that has jurisdiction over the subject matter, together with the appellate courts above them.
3. **Notice before action.** Before starting proceedings, the claiming party must give the other a written notice describing the dispute, as set out in section 10. Both parties will try in good faith to settle it for 30 days from that notice, including by mediation at the Abuja Multi-Door Courthouse if both agree.
4. **Urgent relief.** Either party may apply to the Abuja courts for urgent interim relief, such as an injunction, without waiting for the 30-day period.
5. **Consumer rights.** Nothing in this section prevents a consumer from complaining to the Federal Competition and Consumer Protection Commission or using a non-waivable statutory right.

## 10. Changes, notices and general provisions

**Changes.** We may update these Terms to reflect changes in the law, our services or how the Marketplace works. We will show the new version and effective date and give at least 14 days' notice of material changes on the Marketplace or by email. You will be asked to accept the updated Terms when you next sign in; continuing to use the Marketplace after the effective date means you accept them.

**Notices to you.** We send notices to the email address or phone number on your account, or display them on the Marketplace.

**Notices to Meliora.** Any formal or legal notice to Meliora, including a notice before action under section 9, must be in writing and delivered to our office address as published on our website, [www.meliorabusinesssolutions.com](http://www.meliorabusinesssolutions.com) — currently Meliora Business Solutions Ltd., Novare Gateway Mall, Airport Road, Lugbe, Abuja, Nigeria. Notices sent only by email, phone or messaging are not formal notices. For everyday questions you can call +234 811 211 7274 or +234 813 871 7911.

**General.**

- These Terms, the Privacy Notice and, for Vendors, the Vendor Agreement are the whole agreement about the Marketplace.
- If a provision is found unenforceable, the rest stays in force.
- A delay in enforcing a right is not a waiver of it.
- You may not transfer your rights under these Terms. Meliora may transfer them as part of a reorganisation or sale of its business.
- Neither party is liable for delays caused by events beyond its reasonable control.
- Electronic acceptance, records and notices are valid evidence of this agreement.

**Acceptance.** By ticking "I have read and agree to the Meliora Marketplace Terms of Use and Privacy Notice" and continuing, you agree to be bound by these Terms.