

## **USER AGREEMENT (DATED JUNE 10, 2025)**

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## 1. General Terms and Conditions

1.1. Our platform is a set of APIs, SDKs, tools, plugins, software code, technologies, content and services (hereinafter the “Platform”). The Platform is supported by Nutson LTD (№233686 registered: Suite 1, Second Floor, Sound & Vision House, Francis Rachel Str., Victoria, Mahe, Seychelles, and processing by NUTSON EU LTD №HE426747, registered: Agias Fylaxeos & Zinonos Rossidi, 2 , 1st floor, 3082, Limassol, Cyprus - hereinafter “Cheelee” or “we”).

1.2. Under this User Agreement, we shall provide you with access to the Platform, and you shall use it in strict compliance with the terms and conditions of the User Agreement described below.

You are reading the User Agreement (hereinafter the “Agreement”) that shall govern the relations between you and us and set out the terms and conditions upon which you may access and use the Platform, our websites, services, applications, products and content (hereinafter jointly the “Services”). For the purposes of this Agreement, the words “you”, “your” and the “User” shall mean you as a user of the services.

1.3. If you access or use the services on behalf of an enterprise or an entity, (a) “you” and “your” shall mean a legal entity or an entity, (b) you warrant that you are an authorized representative of the enterprise or a person authorized by that legal entity to accept this Agreement and to consent to these terms and conditions on its behalf, and (c) your business or entity is legally and financially liable for accessing or using our services and for accessing or using your account by any other persons related to your entity, including employees, agents or contractors.

This Agreement as well as the Glossary, Guidelines on Combating Breaches, Guidelines of the Community Procedure for the Handling of Complaints Related to Users Posting Content at Cheelee (hereinafter jointly the “Terms and Conditions of Use) that are an integral part of this Agreement as well as the [Privacy Policy](#) shall be legally binding contracts between you and us. Please take a moment to read them carefully.

After filling in the required fields and reading this Agreement, you should accept this Agreement by clicking the “Sign Up” or a similar button which shall be the acceptance of our offer and the entry into the contract that shall entail your obligation to comply with the terms of the Agreement. Actual use of the Platform without signing up an account, in the form and to the extent available without signing up, shall be an acceptance of this Agreement as well.

1.4. By accessing the Platform and using the Services, you acknowledge that you have read and agree with the [Privacy Policy](#).

By signing up for the Platform, you acknowledge that you are of the eligible age for signing up in accordance with the applicable laws and/or have obtained all necessary consents (for example, of your parents) in all respects in accordance with the applicable laws, among other things, for the

1.5. purposes of compliance with data protection laws. Otherwise, signing up for the Platform and its use are prohibited.

This Agreement, the Terms and Conditions of Use, [Privacy Policy](#), and any other applicable agreements and terms and conditions incorporated in this Agreement by way of reference can be found on the Platform directly or in the respective app store of your mobile device where the Platform is available for downloading. You may print or save local copies of the Agreement and the Terms and Conditions of Use, [Privacy Policy](#).

1.7. If you fail to comply with this Agreement, the Terms and Conditions of Use, or any other applicable terms and conditions, we may suspend or terminate your account as described below.

1.8. For your convenience, we have compiled as the Glossary all terms used in the Agreement and annexes to it.

From time to time, we make amendments to this Agreement and the Terms and Conditions of Use, the [Privacy Policy](#) and any other legally binding documents, for example, when we update and

expand the functionality of our Services and/ or the application/Platform or when there is a change in the legislation. We will use reasonable efforts to notify all Users of any material changes to this Agreement and other documents within a reasonable timeframe, for example, by means of a notice on our Platform or by e-mail. However, you should regularly review the terms and conditions in order to check for such changes.

Your continued access to or use of the Services after the date of the new terms and conditions shall constitute your acceptance of them. If you do not agree to a new version of the Agreement or other terms and conditions or rules, you must stop using our Services/Platform.

## **2. Terms and Conditions of Use**

### **2.1. Signing up an Account**

- 2.1.1. In order to access or use some of our services, you shall create an account (profile). When creating this account, you should provide accurate and up-to- date information. It is important that you timely update your data and any other information you provide to us to keep it up-to-date and complete.
- 2.1.2. You will need to provide your mobile phone number and/or e-mail address, where the authorization code will be sent. You will need to provide your surname, first name and username on the Platform. You hereby agree to sending SMS messages to your specified mobile phone number or sending e-mails to your specified e-mail address that contain an authorization code for the purpose of confirming the number and your subsequent logging in your account.
- 2.1.3. The Platform registration form may request additional User information.
- 2.1.4. You agree that you shall be solely liable for any actions that are taken under your account. We shall not be liable if your account is hacked and your rights are violated. All actions taken by the User via phone shall be deemed to be taken by the User. However, do not hesitate to contact our support team for help at support@cheelee.io
- 2.1.5. After signing up your account, you shall have the right to fill in your account (fill in your profile) and other elements of the Platform with the Content, to add videos and other materials in accordance with the provided functionality and to use other functions that are provided by Cheelee when the Platform is used, provided that this Agreement and other applicable terms and conditions or rules are complied with. By filling in the Profile, the User is aware and hereby confirms that it makes the following information available to other Users of the Platform (including unauthorized ones):

User's name (nickname) displayed on the Platform;

Additional information on himself/herself, which composition he/she shall determine independently;

- 2.1.6. You shall independently determine the terms and conditions and provide access to your personal data to the general public, including by signing up and using the standard functionality of the Platform. We shall not initiate or influence your choice, disseminate your data on our own and purport to obtain your permission to disseminate your personal data.

Your credentials and other data shall be processed by us on the basis of this Agreement in order to properly perform the Agreement upon the terms and conditions and in the manner specified in the Privacy Policy.

- 2.1.7. By registering on the platform Cheelee you automatically register on the platform Nutson and agree that your content will automatically run in both applications, since we have a single database.

### **2.2. Platform Rules**

On the Platform, you may use all functionality of the Platform that is available to you subject to your age limits.

On our Platform, it is prohibited to carry out the following actions, as well as publish content, if the published materials, descriptions for them contain the following information, actions and/or inducement to action:

**2.2.1. Impersonating another person:**

The following is prohibited on the Platform:

- a) to distribute ways to register as a User on behalf of or instead of another person ("fake account");
- b) to mislead Users about their identity by using the phone or email of another registered User;
- c) to misrepresent information about yourself, your age, or your relationship with other persons or organizations;

**2.2.2. Violence and cruelty:**

On our Platform, it is prohibited to upload, store, publish, distribute, making available or otherwise using any information that:

- a) contains threats, discredits, insults, discredits the honor and dignity or business reputation of other Users or third parties, or violates their privacy;
- b) promotes incitement of racial, religious, ethnic hatred or enmity, fascism or the ideology of racial superiority;
- c) promotes hatred against an individual or group of individuals based on (including, but not limited to) gender, race or ethnicity, nationality, religion, religious beliefs or lack thereof, gender identity, sexual orientation, psychological and/or physical illness, disability, immigration status, and also contains allegations that they are physically, mentally or morally handicapped and / or calls for violence against such persons or justifies such violence (bullying);
- d) incites conflict situations, calls for violation of the Agreement, the Terms of Use and applicable laws;
- e) contains images of violent or brutal death of people, accidents, severe mutilation of people, dismembered, maimed, charred, burned human remains, large amounts of blood, as well as images of open wounds or injuries, real scenes of physical violence, fights or torture;
- f) contains scenes of sexual abuse of animals (bestiality), slaughter or other images of unnatural death of animals, images of dismembered, mutilated, charred or burned remains of animals, as well as any scenes of inhuman, cruel treatment of animals;
- g) contains shock content aimed at evoking negative emotions (dislike, fear, horror, disgust, shock) among users, as well as images of the consequences of traffic accidents, natural disasters, catastrophes, wars, terrorist acts.

**2.2.3. Potentially dangerous activities**

The following is prohibited on the Platform:

- a) to post, upload, broadcast, promote content that demonstrates the potentially misuse of dangerous tools, vehicles or items;

- b) to publish, upload, broadcast, promote content that promotes the ingestion of substances that are not intended for ingestion or may cause serious harm;
- c) to post, upload, broadcast, promote content that promotes or contains dangerous games, challenges, or tricks that could lead to injury;
- d) to publish, upload, broadcast, encourage content that demonstrates and promotes dangerous sports without professional training (parkour, high diving, etc.), or other dangerous physical activities without professional training (roofing, digging, etc.) with violation of safety standards and the applicable legislation.

#### 2.2.4. **Actions aimed at violating the rights of minors**

We approach the security of minors with great responsibility, therefore, the Platform prohibits the dissemination of information that:

- a) violates any rights of minors;
- b) is vulgar or obscene, contains pornographic images and texts or scenes of a sexual nature involving minors;
- c) is aimed at inducing or otherwise involving minors in committing unlawful acts that pose a threat to their life and (or) health or to the life and (or) health of other persons;
- d) promotes, encourages and/or distributes child sexual abuse, the exchange or sale of child abuse material, or links to other resources for the purpose of obtaining or distributing such materials;
- e) promotes, encourages and / or distributes scenes of smoking or drinking alcohol by minors;
- f) promotes, encourages, involves and/or distributes scenes of the use of illegal narcotic, psychotropic and other restricted or prohibited substances by minors.

#### 2.2.5. **Sex and sexual materials**

It is forbidden to disseminate information that:

- a) directly or indirectly depicts sexual acts, including sex with or without penetration, oral sex;
- b) promotes, distributes and/or encourages the provision of services for the organization of prostitution, involvement in prostitution;
- c) promotes, distributes and / or encourages the provision of services of an erotic nature;
- d) promotes, distributes and / or contains adult content (with explicit or implied labeling 18+), any pornography, sex video chats, sites indicating the placement of explicit photos.

#### 2.2.6. **Suicide, self-harm, grievous bodily harm and eating disorders (ED):**

We care about the mental health and condition of our Users, so if you or your loved ones need any psychological support, please call the suicide prevention hotline.

On our Platform, it is prohibited to disseminate information that:

- a) promotes, distributes, encourages and / or contains a description of the means and methods of suicide, any incitement to commit it or encouragement to commit it;
- b) promotes, distributes, encourages, portrays, normalizes or glorifies self-harm, eating disorders or other dangerous weight loss activities associated with eating disorders, contains instructions for self-harm or eating disorders or eating disorders;

- c) promotes, distributes, encourages, normalizes or glorifies euthanasia, self-harm, refusal to take medically prescribed medications aimed at improving the psychological state and health of a person, as well as dangerous, unproven methods of treatment.

#### 2.2.7. **Extremism and Unsanctioned Mass Events:**

The Platform does not allow information that:

- a) contains any extremist materials;
- b) promotes criminal activity or contains advice, instructions or guidelines for committing criminal acts, contains information of limited access, including state and commercial secrets, information about the private life of third parties, but not limited to this;
- c) contains calls for riots, extremist activities, participation in mass (public) events held in violation of the established procedure, unreliable socially significant information distributed under the guise of reliable messages, which creates a threat of harm to the life and (or) health of citizens, property, the threat of a mass violation of public order and (or) public security or the threat of interfering with the functioning or stopping the functioning of vital facilities, transport or social infrastructure, credit organizations, energy, industry or communications facilities, as well as information materials of a foreign or international nongovernmental organization whose activities are recognized unwanted, and information that allows access to the specified information or materials;
- d) promotes or provides services for placing public calls for extremist activities, incitement of hatred or hostility, as well as humiliation of human dignity or encouragement of such actions;
- e) promotes or provides services for organizing an extremist community.

#### 2.2.8. **Drugs and narcotic substances:**

The Platform does not allow information that:

- a) contains advertising of drugs or describes the attraction of their use, including "digital drugs" (sound files that affect the human brain through binaural beats), information about the distribution of drugs, recipes for their manufacture and tips for using them, as well as ways, methods of development, manufacture and use of narcotic drugs, psychotropic substances and their precursors, new potentially dangerous psychoactive substances, places of their acquisition, methods and places of cultivation of drug-containing plants;
- b) promotes and / or encourages the sale / distribution of narcotic drugs, psychotropic substances and their precursors, the cultivation of narcotic plants;
- c) promotes the services of storage, transportation, manufacture, processing of narcotic drugs, precursors, psychotropic substances or their analogues, as well as illegal acquisition, storage, transportation of plants containing narcotic drugs or psychotropic substances, or parts thereof containing narcotic drugs or psychotropic substances.

#### 2.2.9. **Weapons:**

Our Platform does not allow information that:

- a) promotes services to assist in the conduct of hostilities, regardless of the occupied side of the conflict, forms of support (humanitarian aid, supply of weapons, communications equipment, medicines, etc.);
- b) promotes, encourages or contains instructions for the distribution and sale of weapons and ammunition;

- c) contains instructions for the development, production, testing, storage, repair and disposal of weapons and ammunition;
- d) promotes and/or encourages the trade in essential parts of firearms;
- e) promotes and / or encourages the trade in ammunition, including cartridges and their components such as cartridge cases and primers;
- f) promotes and / or encourages any actions with military equipment, spare parts, components and devices for it, explosives, explosives, gunpowder, all types of rocket fuel, as well as special materials and special equipment for their production, special equipment for paramilitary personnel organizations and regulatory and technical products for their production and operation;
- g) promotes and / or encourages any actions with chemical warfare agents, means of protection against them and regulatory and technical documentation for their production and use;
- h) promotes, encourages and/or distributes services for the manufacture/modification/repair of firearms, their main parts, ammunition, explosives or explosive devices.

#### 2.2.10. **Activities associated with high financial risks**

When making transfers within the Platform, use only our built-in payment system. The Platform prohibits the dissemination of information that:

- a) promotes illegal activities in organizing gambling, casinos, bookmakers, lotteries;
- b) promotes, encourages the provision and receipt of loans, replenishment of accounts in payment systems in order to legalize (launder) money;
- c) promotes, encourages money transfers, acceptance of payments in favor of payment systems in order to legalize (launder) money;
- d) promotes forex, binary auctions, bitcoins and other cryptocurrencies;
- e) promotes, encourages trade/production of counterfeit credit or payment cards and other payment instruments;
- f) promotes, encourages or distributes information about financial pyramids, HYIP (High Yield Investment Program, also Hip, Hi-IP);

#### 2.2.11. **Alcohol and tobacco**

It is prohibited to post information on the Platform that:

- a) contains, promotes, encourages offers for the remote retail sale of alcoholic
- b) products, and (or) alcohol-containing food products, and (or) ethyl alcohol, and (or) alcohol-containing non-food products, the retail sale of which is limited or prohibited by the legislation on state regulation of production and turnover ethyl alcohol, alcoholic and alcohol-containing products and on limiting the consumption (drinking) of alcoholic products;
- c) contains, promotes, encourages the distribution and sale of tobacco products
- d) contains, promotes, encourages the distribution and sale of alcoholic products, ethyl alcohol.

#### 2.2.12. **Medicines, poisons**

Our Platform does not allow information that:

- a) contains, promotes, encourages the sale and / or distribution of medicines
- b) contains, promotes, encourages the sale and / or distribution of poisons;
- c) contains, promotes, encourages the sale and / or distribution of medicinal raw materials obtained from reindeer breeding (antlers and endocrine raw materials).

#### 2.2.13. **Restricted or Prohibited Goods**

Our Platform does not allow information that:

- a) contains, promotes, encourages any actions with pesticides and agrochemicals, restricted in circulation;
- b) contains, promotes, encourages any actions with potent or poisonous substances.

#### 2.2.14. **Copyright**

On our Platform it is forbidden to use any objects of intellectual property and the results of intellectual activity of third parties without the written consent of the copyright holder.

#### 2.2.15. **Cheat and illegal advertising**

The following is not allowed on the Platform:

- a) increase the number of Likes, comments, subscribers using automated and / or paid systems ("cheating");
- b) attracting Users to third-party, blocked or restricted access or containing links to blocked/restricted services, sites or registration of Users on such services, sites;
- c) advertising restricted goods or illegal services, or services and goods owned by third parties;
- d) fabrication of reviews;
- e) cheating or changing the statistics of sites, the number of subscribers in social networks, an unfair increase and cheating Likes, etc.;
- f) ordering automatic or manual distribution of invitations and messages to users of social networks, email newsletters;
- g) ads for risk-based games, betting, casinos, gambling, lotteries and other restricted or illegal gambling-related activities.

#### 2.2.16. **Use of software and hardware for illegal purposes**

On our Platform it is prohibited:

- a) to use the software and carry out actions aimed at disrupting the normal functioning of the Platform, as well as emulate, decompile, disassemble, decrypt, modify and perform other similar actions with the Platform, as well as remove / replace the Copyright Holder's copyright;
- b) to promote, encourage the provision of illegal access to computer information
- c) to promote, encourage the creation, use and distribution of malicious computer programs;
- d) to propagandize, encourage any actions with special technical means designed to secretly obtain information;



- e) to promote, encourage cardsharing.

#### 2.2.17. **Personal data**

We respect the right of users to privacy, therefore it is prohibited on our Platform:

- a) in any way, including by deceit, breach of trust, hacking, but not limited to, try to gain access to another User's account;
- b) to carry out illegal collection and processing of personal data of other persons;
- c) to promote, encourage the placement of information, materials that discredit the honor and dignity of a person, violation of the secrecy of correspondence, personal life;
- d) to promote, encourage hacking of third party accounts, extraction of classified information, its modification.

#### 2.2.18. **Precious stones and metals**

The following is prohibited on the Platform:

- a) to promote, encourage the distribution and sale of precious, rare metals and stones, jewelry, incl. waste containing precious and rare earth metals and precious stones;
- b) distribution and sale of gold bars, investments in gold bars, any circulation of precious metals, natural precious stones or pearls, including the sale of articles made of precious metals.

#### 2.2.19. **Illegal activity**

- a) is fraudulent;
- b) promotes, encourages any illegal actions with X-ray equipment, devices and equipment using radioactive substances and isotopes;
- c) propagandizes, encourages any illegal actions with rocket and space complexes, military communications and control systems and regulatory and technical documentation for their production and operation;

- 2.3. These restrictions apply equally to all forms of Content, including Live Streams. Users are prohibited from broadcasting any materials listed above via live video.

### **3. Financing our Platform. Our Fee.**

- 3.1. You will not pay for the use of the Platform, however, by using the Platform, you acknowledge that we may provide you with advertisements for which companies and/or other Users who promote their products or services pay us.
- 3.2. We shall provide you with relevant and useful advertisements without revealing your identity to the advertisers. The advertisers inform us on their business goals and the target audience they wish to provide their advertisements to. Then we provide their advertisements to individuals who might be interested in it.
- 3.3. We also provide advertisers with advertising performance reports to help them understand how people interact with their Content within the Platform. We do not provide anyone with any personally identifiable information (such as your name and your e-mail address which may be used by themselves to contact or to identify you) unless you give us your special permission to do so.
- 3.4. Paid Services

We allow you to use certain features on Cheelee in exchange for fees, as applicable to the relevant features or content (collectively, each a "Paid Service" and collectively the "Paid Services").

Payments are accepted via the payment method offered on Cheelee and indicated by you prior to purchase. If you hold Lee and Cheel tokens, we may offer you benefits. You may choose to use Cheelee without ever holding or using CHEEL and Lee tokens.

Prices for any Paid Service may change at any time, and we do not provide price protection or refunds in the event of a price reduction or promotional offering. You agree to pay for any Paid Service that you order.

4. You are responsible for any Taxes and must pay for Paid Service without any reduction for Taxes. If we are obligated to collect or pay Taxes in connection with the Paid Services, the Taxes will be charged to you. You must comply with any and all applicable tax laws, including the reporting and payment of any Taxes arising in connection with your subscription of Paid Services.
5. Granting License Rights to the Platform
  - 5.1. We respect intellectual property rights and ask you to do the same. Your access to and use of the Services shall be conditional upon your consent not to use the Services for the purpose of infringing any intellectual property rights. We reserve the right to block access to the Platform/Services and/or to delete the account of any User that infringes or allegedly infringes any copyright or other intellectual property rights, without a notice, at any time and at our sole discretion.
  - 5.2. **Granting you License Rights to Use the Platform.** Provided that you comply with this Agreement and all other applicable terms and conditions or rules, we shall grant you a limited, non-exclusive license, without the right to sublicense (and without the right to transfer and to assign access to the Platform) to use the Platform and to integrate with it, but only to the extent permitted by this Agreement and all other applicable terms and conditions or rules. You will not sell, transfer or sublicense the rights to the Platform to any other persons. Unless this Agreement explicitly grants you a license to do so, you will not use, access, integrate, modify, translate, reverse engineer or otherwise operate the Platform or any its element or create any derivative works.
  - 5.3. Cheelee shall carry out the day-to-day management of the Platform, determine its structure and appearance, allow or restrict your access in case the provisions of this Agreement are violated and exercise any other rights that it has. The User agrees that we shall have the right to use the functional and technical capabilities of the software (audio/video players and editors) that ensure the display of the Content posted on the Platform, at our sole discretion, including for the purpose of displaying advertisements.
  - 5.4. In terms of providing the possibility of interaction between Users, including providing Users with the opportunity to independently perform certain actions within the Platform, Cheelee acts solely as a person who has provided the technological possibility of such interaction using the Platform. The transmission and storage of information, graphics and other materials provided by Users, as well as providing access to them, related to such interaction via the Internet and the Platform software, are carried out without Cheelee changing such materials or influencing their content.
  - 5.5. We shall have the right to:
    - 5.5.1. At any time, change the Platform design and user interface, its content, the content of the provided functions of the Platform, modify or supplement the scripts, software and other items used or stored on the Platform, with or without notification of the User.
    - 5.5.2. We reserve the right to temporarily or permanently disable the User's account at any time, including if you fail to comply with any of the provisions of this Agreement, the Terms and Conditions of Use or other applicable rules, terms and conditions, or if we believe that any actions taken from your account cause or may cause damage to or deteriorate the quality of the services, or may prejudice or infringe the rights of any third parties, or violate any laws or regulations, of

which we will notify you within a reasonable time.

- 5.5.3. We reserve the right to delete or to disable access to the Content at our sole discretion for any reason at any time and without a prior notice.
- 5.5.4. We reserve the right to cut, crop, edit your Content or to refuse to post your Content at our sole discretion. We shall have the right to prohibit, block or delete any publication that you post on the Platform services if we believe that your publication does not comply with this Agreement, the Terms and Conditions of Use and other terms and conditions or rules, the applicable legislation and other applicable law, causes or may cause damage to or deteriorate the quality of the services or may prejudice or infringe the rights of any third parties, at our sole discretion.
- 5.5.5. WE RESERVE THE RIGHT TO BLOCK YOUR ACCOUNT, AMONG OTHER THINGS, IF YOU:
  - 5.5.5.1. Use swear words, insults in your Comments to the Content
  - 5.5.5.2. We receive complaints about you (rudeness, offensive behavior, inadequate communication).
  - 5.5.5.3. You have violated this Agreement or any legally binding agreements with us.
- 5.6. You acknowledge and agree that we may stop granting you the license rights to the Platform described in this section at any time for or without a reason.
- 5.7. License Grant of Third-Party Services
  - 5.7.1. NO RIGHTS SHALL BE LICENSED TO ANY SOUND RECORDS AND PIECES OF MUSIC CONTAINED IN THEM THAT ARE AVAILABLE THROUGH THE PLATFORM.
  - 5.7.2. We use TrueDepth API technologies (ARKit, with automatic assessment of the actual environment of directional lighting) to create AR effects on the Platform. The only use of this information shall be to provide valuable user defined functions. No information gathered by the TrueDepth API shall ever leave the user device. We shall not transfer the information to any third parties, store or otherwise process the data that we have access to and which we use through the TrueDepth API. More information on the TrueDepth API technologies is available at <https://support.apple.com/en-us/HT208108>.

The information provided using the TrueDepth API technologies shall be stored on the device only while AR effects are being created on the Platform. When rendering an effect, the data shall not be saved and shall be deleted after the final video is created or the data shall not be used when the final video is created.

## **6. Content**

- 6.1. We do not claim ownership of your and/or any other audiovisual works, audio, video, musical works (hereinafter referred to as "Content"), but you grant us a license to use it. Your rights to your Content remain unaffected. Our Platform is an information intermediary and does not initiate the download of any Content, does not determine the recipient of the specified Content, and does not verify that the specified Content belongs to you. We do not change your Content, except for changes made to support the Content transfer process.

You may upload Content to our Platform, subject to the laws of the english law and the rules of the Platform. You have the right to store the Content you upload, provided you have the consent of the copyright holders of musical and audiovisual works, if these works are not created by you or you do not grant a license to use your Content to a third party. We assume that when you upload any Content, you have the right to use it. If we receive a written statement from the copyright holder about the violation of its intellectual rights in relation to the content uploaded by you, we will take the necessary and sufficient measures to stop the violation of rights in relation to the

specified Content.

We do not claim ownership of your Content that you post on or through the Platform. You hereby grant us a non-exclusive, royalty-free, worldwide, transferable and sub-licensable license to store and replay your Content and create derivative works based on it.

- 6.2. You can delete Content individually or all at once by deleting your account (to delete some Content, you must write to the support service, and the Content will be deleted within 2 (two) weeks after the request).

In the event that you decide to revoke this license for any use of your Content, you may do so by deleting your account and no longer using the Platform. The license terminates when your Content is removed from our systems, unless otherwise provided by applicable law.

- 6.3. We do not carry out commercial use, and also do not receive any other profit associated with the storage and / or reproduction of your content and the creation of derivative works based on it.

If you are a composer or author of a piece of music and are affiliated with a copyright enforcement organization, then you must notify your organization of the royalty-free license you grant us in this Agreement with respect to your User Content. You are solely responsible for ensuring that you comply with the applicable obligations of your copyright enforcement organization. You grant us the right to use your image.

You agree that Content may be used by the public on this Platform for the purpose of integrating audio with other users' videos, reworking audio, and creating new audio (sound and/or music), including, but not limited to, duets, parody clips by other users using audio and / or video works uploaded to the repository and allow such use (open license).

- 6.4. The Platform may offer functionality for real-time video broadcasting ("Live Streams"). By initiating a Live Stream, you acknowledge that you are solely responsible for its content and its compliance with the Terms of Use and applicable law. The Platform does not archive or store Live Streams by default.

## **7. Service of Public Messages**

- 7.1. The Service of Public Messages shall mean that the User may post messages on the Platform pages that may be viewed by all Users who visit the respective page of the Platform.

In addition to the general rules, it shall be prohibited to post public messages that:

Contain advertising information, spam, pyramid schemes, chain letters (MESSAGE OF RELIGIOUS AND MYSTICAL CONTENT WITH A CALL TO DISTRIBUTE COPIES OF SUCH MESSAGE);

Are unlawful, harmful, threatening, injuring morality, defamatory, violating copyright, propagating hatred and/or race, ethnic, sex, social discrimination;

Contain links to Internet sites owned by the Users or any third parties;

Violate the rights of any third parties.

- 7.2. The Administration shall have the right to delete a public message that complies with or violates the Agreement at any time and to take any other actions or inaction at its sole discretion.

## **8. Warranties and Liability**

- 8.1. Your Warranties and Liability

- 8.1.1. You warrant that you have all powers and capacity required to enter into this Agreement and other

rules, terms and conditions and shall be liable for assessing the accuracy, completeness and fitness of all opinions, estimates, services and other information, quality and functions of the goods provided through the Platform.

- 8.1.2. You may not transfer your rights or obligations under this Agreement without our consent
- 8.1.3. You shall be personally liable for any Content or other information that you post on the Platform or otherwise communicate to the general public on or through the Platform. You undertake to independently settle claims of any third parties that are related to inappropriate posting of the Content and information on the Platform.
- 8.1.4. To the extent permitted by law, in case of any dispute that results from your use of our Services between you and any third parties, for example, including, but not limited to, any communications provider, copyright holder or other Users, that arises directly between you and such third parties, you shall irrevocably hold harmless and indemnify us and our partners against any complaints, claims and damages (actual and subsequent) of any kind and nature, whether or not known, arising in any way and related to such disputes.

## 8.2. Cheelee Warranties and Liability

- 8.2.1. We shall have the right to assign our rights and obligations to other persons. For example, this may occur in the event of a change of ownership (due to merger, acquisition or sale of assets) or by virtue of law.
- 8.2.2. The Platform shall be provided “as is”, we make no warranties that:  
  
The Platform will operate continuously and will be free from technical errors;  
  
The Platform will meet all your expectations or requirements.
- 8.2.3. We shall not control any statements and actions of people and other persons and shall not be liable for their (or your) actions and conduct (on and off the Internet) or the Content (including unlawful or objectionable one). Furthermore, we shall not be liable for the services and functions offered by other people or companies, even if you access them through our Platform
- 8.2.4. We shall not participate in generating the content of your account and the Content, control your actions, shall not censor and are not technically able to automatically censor information in the open sections of the Platform and in your account. Due to the specific features of the Platform functioning, we shall not moderate and are not technically able to preliminarily moderate any information and Content posted by you and shall not be liable for its content. However, our algorithms allow us to monitor and remove inappropriate Content.
- 8.2.5. We shall not bear any liability for any content presented and posted by the Users and/or authorized third parties.
- 8.2.6. In the event of troubles with our Platform, we are unable to forecast all of their implications. You agree that we will not be liable for any lost profits or income, lost information or data or for any indirect, punitive or incidental damages arising out of or in connection with this Agreement, even if we were aware that such damages could be incurred. This provision shall apply as well to our deletion of your Content, information or account, loss of business, goodwill or business opportunities or business interruption. Any other losses will be limited to the amount you paid to Cheelee during the past 12 months.

## 9. Special Conditions

- 9.1. **Cheelee Logo.** The User has been notified of and agrees that when images and videos are posted, each of such images or videos may be provided with the Cheelee logo that is due to the Platform functionality.

- 9.2. **Applicable Law and Jurisdiction.** This Agreement, its subject matter and content shall be governed by the applicable legislation. All disputes between the parties to this Agreement shall be resolved through correspondence and negotiations in the course of compulsory pre-court dispute settlement procedure (pre-action protocols). If the parties cannot reach an agreement through negotiations within sixty (60) days from the date the other party receives a written claim, any party concerned shall refer the dispute to the court of general jurisdiction at the location of Cheelee (the jurisdiction over the case of any other courts shall be ruled out), unless otherwise is expressly provided for by applicable law. Applicable law is English law
- 9.3. **Entire Agreement.** This Agreement (including all rules, terms and conditions) shall constitute the entire legal agreement between you and Cheelee, govern your use of the Services and supersede in full any prior agreements between you and Cheelee in relation to our Services.
- 9.4. **Age Limit.** The Services shall be provided solely to persons aged 13 and over under your applicable law. By using the services, you confirm that you are over the respective age specified in this Agreement. If we become aware that someone under the respective age specified above uses the Services, we will terminate that User's account.
- 9.5. **Waiver.** Our failure to enforce any provision of this Agreement shall not be construed as a waiver of such provision or right.
- 9.6. **Safety.** We do not warrant that our Services will be safe or free from any bugs or viruses. You shall be liable for configuring your information systems, computer programs and the Platform to access our Services. You must use your own antivirus software.
- 9.7. **Partial Invalidity.** If a court having jurisdiction to rule on this matter determines that any provision of this Agreement is invalid, such provision will be deleted from the Agreement without affecting the remaining part of this Agreement and other provisions will remain valid and enforceable.
- 9.8. **Communication**

Any notices may be sent by one party to the other party:

By e-mail to the e-mail address of the User specified by him/her when signing up or to the email address of support@cheelee.io;

In the form of a message to the User's mobile phone number: by the User's phone number specified by him/her when signing up;

To the Notifications section of the User's personal profile on the Platform.

## 10. **Additional Terms and Conditions—App Stores**

To the extent permitted by applicable law, the following additional terms and conditions shall apply when accessing the Platform through certain devices.

- 10.1. **Apple Products Note.** By downloading our Platform to devices manufactured by Apple, Inc. (hereinafter "Apple") or from the Apple AppStore, you acknowledge and agree that:

This Agreement shall be valid between Cheelee and you; Apple shall not be a party to this Agreement;

License granted to you under this Agreement shall be limited to your personal, limited, non-exclusive, non-transferable right to install the Platform on Apple devices that you own or control for your personal, non-commercial use in accordance with the Terms and Conditions of Use set out in the terms and conditions of Apple AppStore services;

Apple shall not be liable for the Platform or its content and is not obliged to provide any services

for maintaining or supporting the Platform;

To the fullest extent permitted by applicable law, Apple will have no other warranty obligations with respect to the Platform;

Apple shall not be liable for any claims of yours or of any third parties that relate to the Platform, your possession or use of the Platform, including, without limitation, (a) claims related to the product quality; (b) any claims to the effect that the Platform does not comply with all applicable laws and regulatory requirements; and (c) claims arising from consumer rights protection or from applying similar legislation;

If any third party alleges that the Platform or your possession and use of the Platform infringes such third party's intellectual property rights, Apple shall not be liable for investigating, defending, settling, or rejecting such intellectual property infringement claim.

- 10.2. **Google Play.** By downloading the Platform from the Google Play operated by Google, Inc. or one of its affiliates (hereinafter "Google"), you acknowledge and agree that:

In the event of a conflict between (a) the Google Play User Agreement, the Google Play Business and Program Policy or any other agreements that Google determines by default as the end-user license of the Google Play App Store (jointly referred to as the "Google Play Agreements"), and (b) other terms and provisions of this Agreement, the Google Play Agreements will apply to the use of the Platform that you downloaded from Google Play; and

Google shall not assume any liability or obligations whatsoever arising out of Cheelee's or your (or any other User's) compliance or failure to comply with this Agreement or the Google Play Agreements.

- 10.3. AppGallery Note

By downloading our Platform to devices manufactured by Huawei Technologies Co., Ltd. (hereinafter "Huawei") or from the Huawei AppGallery, you acknowledge and agree that:

This Agreement shall be valid between Cheelee and you; Huawei shall not be a party to this Agreement;

The license granted to you under this Agreement shall be limited to your personal, limited, non-exclusive, non-transferable right to install the Platform on Huawei devices that you own or control for your personal, non-commercial use in accordance with the terms and conditions of the Huawei AppGallery services;

Huawei shall not be liable for the Platform or its content and is not obliged to provide any services for maintaining or supporting the Platform;

To the fullest extent permitted by applicable law, Huawei will have no other warranty obligations with respect to the Platform;

Huawei shall not be liable for any claims of yours or of any third parties that relate to the Platform, your possession or use of the Platform, including, without limitation:

- a) claims related to product quality;
- b) claims to the effect that the Platform does not comply with all applicable laws and regulatory requirements; and
- c) claims arising from consumer rights protection or from applying similar legislation;

If any third party alleges that the Platform or your possession and use of the Platform infringes such third party's intellectual property rights, Huawei shall not be liable for investigating,

defending, settling, or rejecting such intellectual property infringement claim.

#### 10.4. GetApps Note

By downloading our Platform to devices manufactured by Xiaomi Corporation (hereinafter "Xiaomi") or from the Xiaomi GetApps store, you acknowledge and agree that:

This Agreement shall be valid between Cheelee and you; Xiaomi shall not be a party to this Agreement;

The license granted to you under this Agreement shall be limited to your personal, limited, non-exclusive, non-transferable right to install the Platform on Xiaomi devices that you own or control for your personal, non-commercial use in accordance with the terms and conditions of the Xiaomi GetApps services;

Xiaomi shall not be liable for the Platform or its content and is not obliged to provide any services for maintaining or supporting the Platform;

To the fullest extent permitted by applicable law, Xiaomi will have no other warranty obligations with respect to the Platform;

Xiaomi shall not be liable for any claims of yours or of any third parties that relate to the Platform, your possession or use of the Platform, including, without limitation:

- a) claims related to product quality;
- b) claims to the effect that the Platform does not comply with all applicable laws and regulatory requirements; and
- c) claims arising from consumer rights protection or from applying similar legislation;

If any third party alleges that the Platform or your possession and use of the Platform infringes such third party's intellectual property rights, Xiaomi shall not be liable for investigating, defending, settling, or rejecting such intellectual property infringement claim.

### **11. Account deletion initiated by the User**

- 11.1. The User may at any time initiate the deletion of his account in the absence of active Challenges.
- 11.2. If the User changes his mind and wants to restore the account, he can send a request for restoration in the User's profile within 30 calendar days after deletion. After 30 days, the User's account is deleted without the possibility of recovery.



## Appendix No. 1 to the User Agreement

### Glossary

Each term defined in this Glossary shall have the same meaning regardless of where it is used in the Agreement or its appendixes. In this case, the words in the singular shall include the plural, and vice versa.

1. Administration shall mean employees of the Company and persons duly authorized by the Company to control the Platform and to provide the Company's Services to Visitors and Users during their use of the Platform.
2. Agreement shall mean the User Agreement for the provision of the Platform.
3. Comment shall mean a subjective opinion of a User on videos posted on the Platform by other Users.
4. Company shall mean Nutson LTD.
5. Content shall mean design elements, illustrations, graphics, photographs, scripts, texts, videos, music, sounds and other items posted on the Platform that are, among other things, intellectual deliverables, the rights to use which may be held by the User or any other persons.
6. Like shall mean a conditional expression of the User's approval of the Content with the use of technical aids of the Platform.
7. Mobile Application shall mean a hardware and software package based on iOS or Android.
8. Platform shall mean a set of computer programs, databases that ensure the functioning of the Cheelee mobile application and a set of the Services provided to the Users when using the mobile application and the Company's site. It shall include the Cheelee Mobile Application, including the Cheelee website.
9. Profile shall mean information on the User posted at the discretion of the User.
10. User shall mean an individual who is of the age of 13 or of any other age that is allowed by the law applicable to the User for the acceptance of the Agreement or other legally binding documents and who has signed up for the Platform in accordance with the established procedure.
11. Taxes mean any duties, statutory levies, withholding taxes, indirect taxes or any other taxes associated with the use of any Paid Service, including any related penalties or interest.
12. Visitor shall mean an individual who is of the age of 13 or any other age that is allowed by the law applicable to the User or the Visitor for the acceptance of the Agreement or other legally binding documents and who uses the Platform, or a legal representative of a legal entity.

## Appendix No. 2 to the User Agreement

### Guidelines on Combating Breaches

Anti-violation recommendations can help you successfully deal with conflicts you may face at Cheelee. We hope you will find a suitable solution.

#### **What you can do:**

**Examine the context.** If you see inappropriate Content at Cheelee, please determine its context. Many people use our Platform in a Cheelee -specific way. If something goes beyond the context, this can result in misunderstandings. Please check hashtags related to the Content. Perhaps, the post is a part of a trend or may relate to something that is not obvious. To understand the situation, please check all information related to the post or the entire profile of the person who posted it.

**Think before commenting.** If you are involved in a dispute in the Comments, please consider what your next post might result in. While it is always tricky, stalking can make the unwanted behavior worse and encourage the other person to continue to behave aggressively.

**Block!** If you receive unwanted Comments from another user, it is recommended that you block that person. People who insult others often lose interest when they understand that you will not answer them or that they will no longer be able to communicate with you.

**If the dispute or insults continue.** The best answer in a dispute is a calm discussion or a refusal to argue. However, some situations require additional actions. The following tips in this section are recommendations for getting help.

**Contact those you trust.** When it comes to negative or harmful interactions, contacting the loved ones for advice can help. Communicating a trouble to a family member or a close friend can often help you figure out how to cope with a situation or to express your emotions so you can move on.

**Complain.** Be sure to read the Platform Rules. If you have read and believe that some account violates one or more of the rules, please report the violation to us using the application function of sending complaints. This is the fastest way to report insulting posts or profiles. Please provide all necessary information in your complaint—this will help to consider your trouble as soon as possible.

Cheelee deletes only those accounts and posts that violate the Agreement and other terms and conditions or rules posted on the Platform. If we delete something that is contrary to the Guidelines of the Community, we inform the author of the post, but do not provide information on the User who complained about the post.

**In case of danger.** Contact your local law enforcement authorities or legal representation. When a conflict can become a genuine threat online or in real life, you should contact your local law enforcement authorities. They can better assess the threat than others and intervene or help you if required. If we are contacted by law enforcement authorities, we can cooperate with them and provide the information required to investigate the trouble.

**Legal advice.** If you believe your online dispute is legal, please consult a lawyer. Cheelee may not provide legal advice or information on other Users, except as required by the current legislation.

## Appendix No. 3 to the User Agreement

### Guidelines of the Community

**Please only post the Content you create or the Content that you are authorized to share.** Please remember that only authentic materials may be posted. Do not post any Content you have copied or found online unless you are authorized to do so.

**Live Streams are subject to the same rules and moderation as other types of Content.** Users must not broadcast content that violates our rules, and we may restrict or terminate access to Live Streams in response to violations.

**Post photos and videos that are suitable for a diverse audience.**

We know that sometimes people want to share nude images for creative or artistic reasons, but there are a number of reasons why such images are prohibited at Cheelee. Photos, videos and some digital materials showing sexual intercourse, genitals and fully naked buttocks close-up are prohibited. They include photos of female breast nipples as well, but photos with mastectomy scars and photos of breastfeeding women are allowed. Painting and sculpture nudity is also allowed.

People love to post photos and videos of their children. Sometimes, we may delete photos that show partially or fully nude children for security reasons. Even if these materials are posted with good intent, one may not foresee a purpose for which other people may use them.

**Please interact in a conscious and authentic manner.**

Help us combat spam. Please do not use mechanisms for fake Likes, increasing the number of followers and reposts. Do not post repeating Comments or materials, do not make commercial proposals several times to people who have not agreed to this. Do not post any Content that promotes, encourages, or makes it easy to buy or sell fake feedback from people. You are not required to provide your true name at Cheelee, but we do require the Users of this platform to provide us with accurate and up-to-date information. Do not misrepresent yourself as other people and do not create accounts to violate our Guidelines or mislead someone.

**Obey the law.**

At Cheelee it is prohibited to support and to praise terrorist activities, organized crime and haters groups. At Cheelee, it is prohibited to offer sexual services, to buy or sell firearms, alcohol and tobacco products on an individual basis, or to buy or sell narcotic drugs or prescription drugs (even if they are permitted in your area). Poaching and selling endangered animals and parts of their bodies are strictly prohibited.

When offering to buy or sell other goods subject to statutory regulation, always keep in mind that you must obey the law. Accounts promoting online gambling or online lotteries must obtain our prior written permission before using our products.

We consider it unacceptable to threaten the publication of intimate photographs of other people, as well as the publication of sexual material involving minors. The list above is not exhaustive and you are prohibited from doing anything that violates the law while using Cheelee.

**Respect other members of the Cheelee community.**

We strive to build a diverse community with a friendly attitude towards each other. We delete any materials that contain genuine threats or hostile speech that are intended for humiliating or

insulting certain people, and that contain personal information that is intended for blackmailing or harassing

or repeated unsolicited messages. As a rule, we allow critical discussion of people who appear in the news or have a large audience of fans because of their profession or occupation.

It is inadmissible to call for violence or harassing people based on their race, ethnic or national origin, sex, gender identity, religion, sexual orientation, disease or disability. We may permit the posting of hostile speech if this is done in order to raise awareness or to combat it. In such cases, we ask you to clearly express your intentions.

Serious threats to jeopardize public and personal safety are prohibited. This includes, but is not limited to, specific threats of physical harm, robbery, vandalism or other financial damage. We consider complaints carefully and weigh many factors to determine whether the threat is genuine.

**Be friendly in the community and do not propagate self-harm.**

Encouraging or calling for self-harm is contrary to our community ideas, so we delete such posts or accounts if we receive complaints about them.

**Be careful when sharing information on important events.** We understand that many people use Cheelee to share important and posting-worthy events. Some of them involve images. Cheelee is used by people of different age groups, so we may delete videos with hard to perceive scenes of violence. Cheelee must remain suitable for everyone. Posting images for sadistic pleasure or to celebrate violence is prohibited.

**Please help us strengthen our community.** If you believe that the materials you have seen violate the Guidelines, please help us by using the special form. Our team considers all complaints and strives to delete any materials that do not comply with our Guidelines as soon as possible. Please try to provide as much information as possible, such as links, usernames and descriptions of the materials, so that we can find them and consider your complaint as soon as possible. We may delete entire posts if the images or captions they contain are contrary to our Guidelines.

You may find materials that you dislike but that do not violate our Guidelines of the Community. In this case, you can unsubscribe or block the person who posted them. If you do not like a Comment to one of your posts, you may delete it.

If someone posted your photo or video without your permission, please file a copyright infringement complaint. If you believe someone infringes your trademark rights, please file a respective complaint.

We may contact law enforcement authorities if we believe that there is a risk of physical harm or a threat to public safety.

## Appendix No. 4 to the User Agreement

### Procedure for the Handling of Complaints Related to Users Posting Content at Cheelee

Cheelee is taking action to curb relevant infringements as claimed by copyright holders.

If you find Content on the Platform that you believe is illegal, please review this document. We ask you to understand that in the absence of the necessary amount of information about the alleged violation and ownership of rights, we cannot properly respond to your application.

#### **1. General**

The Platform has been created so that people can keep in touch with their acquaintances, find new friends and communicate.

This Procedure for the Handling of Complaints Related to Users Posting Content on the Platform (hereinafter the “Procedure”) is an official document of Cheelee and defines the Cheelee policy of settling conflicts arising in connection with the Content posted by the Users on the Platform as well as the rights and obligations of Cheelee, the Users and third parties in the process of settling such conflicts.

When reviewing complaints under this Procedure, Cheelee will be guided by the following principles.

#### **Lawfulness**

Cheelee complies with the applicable legislation and does not exercise control and censorship of relations pertaining to the use of the technical capabilities of the Platform by the Users. The Users shall have the right to freely use the capabilities of the Platform in accordance with the law to exchange information, including in the course of discussion of creative work of their favorite authors and performers, the quality and the use of goods and services of any third parties.

#### **Support for Combating Unlawful Content**

Unfortunately, some Users can use the Platform to unlawfully store, transfer, disseminate information and intellectual property items and provide access thereto; this cannot be avoided.

Cheelee may not assume the functions of law enforcement or judicial authorities and is not able to assess in an unbiased manner whether any Content posted on the Platform is lawful. In the event of a disputable situation, the applicant should contact law enforcement authorities and courts.

#### **Presumption of Users Good Faith**

Cheelee respects its Users and assumes that the Users comply with the requirements of applicable law and the Agreement and use the capabilities and resources of the Platform in good faith.

Cheelee recommends that persons who believe that the Content posted on the Platform violates their rights and lawful interests should first of all contact the Users who posted the relevant Content. Experience shows that in most cases the conflict may be directly resolved without delay. If the desired result is not achieved, the person concerned should contact Cheelee in accordance with this Procedure.

#### **Transparency of and Ease of Access to the Procedure**

Filing of complaints in accordance with this Procedure does not require any special technical or legal knowledge and skills. Complaints shall be considered free of charge under the procedure that is uniform

for all applicants.

Cheelee is committed to ensure that the technical aids used to file and to process complaints are reliable and that all communications with the applicants are without delay.

### **Good Faith Applicants**

Cheelee shall not consider anonymous complaints or complaints filed to the benefit of any third parties, unless the law allows such representation.

The procedure for considering complaints provided for by this Procedure should not be used by any person solely for the purpose of creating obstacles to the lawful distribution of the Content.

The applicant shall confirm that he/she has evidence that the Content in respect of which the complaint is filed was posted by the User on the Platform unlawfully.

## **2. Complaint regarding Unlawful Posting of Content**

- 2.1. In case any Content is identified on the Platform that is posted by the Users without his/her permission or any other legal grounds, any right holder of copyright or related rights items (hereinafter the “Applicant”) shall have the right to file to Cheelee a complaint of violation of its copyright and/or related rights to the Content.
- 2.2. To contact Cheelee using the technical aids of the Platform, the Applicant must use his/her own signed up account on the Platform. This way is the fastest for the parties to interact.
- 2.3. When filing his/her complaint to Cheelee, the person must reasonably state a violation of his/her rights and lawful interests. The complaint must contain the following reliable information:
  - 2.3.1. Information on the Applicant that enables to identify and to promptly contact him/her if required, including by e-mail:

For an individual, surname, first name, patronymic, passport data (series and number, issued by, issued on), contact details (phone and/or fax number, e-mail address);

For a legal entity, name, location and address, contact details (telephone and/or fax number, email address).
  - 2.3.2. Information on the specific Content (hereinafter the “Content in Question”) posted on the Platform without the permission of the right holder or other legal grounds.
  - 2.3.3. URL of the Platform page with the Content in Question and URL of the User’s account and the Content in Question in order to identify the Content in Question and its original and copies on the Platform).
  - 2.3.4. Indication that the right holder has rights to the Content in Question posted on the Platform without his/her permission or other legal grounds.
  - 2.3.5. Indication that there is no permission of the right holder to post the Content in Question on the Platform.
  - 2.3.6. Consent of the Applicant to the processing of his/her personal data (for the Applicant being an individual).
- 2.4. The Applicant shall attach copies of documents confirming the Applicant’s rights to the Content in Question. In addition to the above documents, the Applicant shall have the right to provide any other information, including links to official resources, proving that the Applicant has the rights to the Content in Question. The complaint may be accompanied by documents containing other

additional information on the complaint. If the complaint is filed by an authorized person, a copy of the document confirming his/her authority shall be attached to the complaint.

- 2.5. Due to hardware restrictions of the Platform, the Applicant shall make sure that the limit of characters is not exceeded. Cheelee shall not be liable for failure to take steps in relation to any Content in Question at URLs outside the specified limit in the event of a malfunction in the transfer of the relevant information to Cheelee.
- 2.6. Regardless of the format for providing the URLs (directly in the web form or in an attached document), the relevant hyperlinks must be active, i.e. one shall be able to automatically navigate to the Content in Question without manually typing the URL.
- 2.7. The size of each electronic file attached to the complaint shall not be more than two hundred (200) megabytes. By filing his/her complaint in the manner prescribed by this Procedure, the Applicant agrees that the information on him/ her and/or the persons authorized by him/her (including personal data) and his/ her application will be used by Cheelee for further communications regarding the complaint and may be sent by Cheelee to the User who files his/her objections.
- 2.8. In case it is identified that the complaint contains insufficient information, inaccuracies or errors, Cheelee shall have the right to send the Applicant a notice of clarification of the information provided.
- 2.9. The Applicant shall take steps aimed at providing the missing information, eliminating inaccuracies and errors, and send Cheelee the updated information within 24 hours from the receipt of the notice specified in Clause 2.8 of this Procedure.

### **3. Considering the Complaint regarding Unlawful Posting of Content and Response Measures**

- 3.1. If the received complaint fully complies with the requirements of clauses 2.2 to 2.7 of this Procedure and there are no signs of abuse of right described in clause 4 of the Procedure, Cheelee shall take steps required to stop the violation of the Applicant's intellectual rights, as described in clause 3.2 below. The date of complaint receipt shall be deemed the date of successful sending by the Applicant of the filled in form through the Platform interface, that is displayed, in particular, in the relevant section of the Applicant's page on the Platform, or the date of sending the complaint at Cheelee [support@cheelee.io](mailto:support@cheelee.io).
- 3.2. Cheelee shall delete the Content in Question within the period established by law from the date the complaint or the information clarified by the Applicant is received
- 3.3. If Cheelee has evidence confirming that the posting of the Content in Question on the Platform is legally valid, Cheelee shall have the right not to take the steps provided for by clause 3.2 of this Procedure. In any case, a dispute between right holders may be referred to a competent court.
- 3.4. In case there are any questions or reasonable objections to the deletion of the Content in Question, the User may contact the Technical Help Center of the Platform (when filing his/her objections, the User shall provide reliable information on the rights to the Content in Question, the grounds for having such rights and duly certified copies of documents confirming the User's rights to the Content in Question).

### **4. Abuse of the Procedure for Considering Complaints**

Abuse of the opportunities of the procedure established by this Procedure is not allowed.

The following acts shall be recognized by Cheelee as the abuse by Applicants:

Repeated complaints that formally meet the requirements of this Procedure but contain knowingly false information that is proved by check results;

Falsification of documents (including electronic ones) and information;

Filing a complaint in violation of clause 2.2 of the Procedure or using an account containing unreliable information;

Using automated mail-outs and/or bots to contact and/or to communicate with Cheelee;

Having filed to Cheelee an electronic complaint under this Procedure, the Applicant files in any other way a complaint that is the same on its merits and relates to the same Content in Question, unless there is a reference to the number of the electronic complaint filed originally, and vice versa;

Filing an electronic complaint in accordance with the Procedure after the complaint that is the same on its merits and relates to the same Content in Question has been sent to Cheelee in any other way.

## **5. Information Storage and Confidentiality**

Cheelee shall have the right to store all data, documents and e-mails related to the consideration of the complaint for three (3) years from the date the complaint consideration procedure is completed, unless longer storage and use of the relevant information is required for the purposes of protecting the Cheelee rights. This provision of the Procedure shall not affect the time of information storage on the personal page of the Platform used by the Applicant to file his/her complaint that shall be determined by the Applicant.

Cheelee shall not disclose the information on the progress of considering the complaint, the content of the deleted Content in Question and complaints, except as established by the current legislation and this Procedure.



## Appendix No. 5 to the User Agreement

### TERMS OF SALE (NIGERIA)

These TERMS OF SALE (NIGERIA) constitute a legal agreement between you (the “Customer” or “you”) and NUTSON Ltd., company registered under the laws of Seychelles and having its registered address at House Of Francis, Room 303, Ile Du Port, Mahe, Seychelles (the "Company" or "we"). By placing an order for CHEELEEE-branded merchandise via our online platform and accepting delivery of such merchandise within the territory of the Federal Republic of Nigeria, you acknowledge that you have carefully read, fully understood, and irrevocably accepted these Terms in their entirety. You agree to be bound by the provisions contained herein in relation to your purchase and receipt of the Products.

#### CLAUSE 1. DEFINITIONS

- 1.1. Order** is an offer submitted by Customer via Platform for the purchase of one or more Products, which becomes binding only upon confirmation by Company in accordance with these Terms.
- 1.2. Products** refers to tangible goods offered for sale through Platform under the CHEELEEE brand or other associated brands, to be delivered to Customer in accordance with these Terms.
- 1.3. Marketplace** is a digital environment or section within Platform where Products are displayed, made available for purchase, and where Customers may access relevant information about such Products.
- 1.4. Cheelee** means an ecosystem and commercial brand operated by Company, through which Platform is developed and maintained, and under which Products may be marketed and sold.
- 1.5. Return and Refund Policy** is the policy adopted by Company and published on Platform governing the procedure, conditions, and timeframes under which Products may be returned and refunds requested by Customer. The Return and Refund Policy forms an integral part of these Terms by reference.
- 1.6. Customer** means any natural person who acts for purposes wholly or mainly outside their trade, business, or profession and places an Order through Platform in accordance with these Terms.
- 1.7. Company, We, Us, Ours** shall mean Nutson Ltd., a Seychelles business company with limited liability and having its registered office situated Suite 1, Second Floor, Sound & Vision House, Francis Rachel St., Victoria, Mahe, Seychelles.
- 1.8. Delivery Information** means details submitted by Customer following completion of an Order, including but not limited to full name, delivery address, and any other information reasonably required by Company to fulfill the Order.
- 1.9. Website, Application or Platform** means <https://cheelee.us/> and the mobile application known as "Cheelee" (as updated or replaced from time to time) available for download using AppStore, Google Play, App Gallery, Get Apps and other authorized platforms.
- 1.10. Business Day** is a day other than a Saturday, Sunday, or official public holiday on which commercial banks are generally open for business in the Federal Republic of Nigeria.
- 1.11. These Terms** means this Terms of Sale (Nigeria) document, together with the Return and Refund Policy. These Terms shall be interpreted in conjunction with Company’s Privacy Policy, including any applicable addenda, particularly the Addendum to Privacy Policy: Nigeria Delivery Data.

#### CLAUSE 2. APPLICABILITY AND LEGAL NATURE

- 2.1.** These Terms constitute a legally binding agreement between Customer and Company governing the sale of Products through Platform with subsequent delivery **EXCLUSIVELY WITHIN THE TERRITORY OF THE FEDERAL REPUBLIC OF NIGERIA. THESE TERMS ARE NOT INTENDED TO APPLY TO SALES, SHIPMENTS, OR DELIVERIES OUTSIDE OF NIGERIA.**
- 2.2.** These Terms do not govern any other relationships arising in connection with CHEELEEE, which may be subject to separate terms and conditions as determined by Company.

2.3. For returns-related matters, any unresolved or abusive conduct by Customer may be addressed in accordance with [the Return and Refund Policy](#).

2.4. By submitting an Order through Platform, Customer confirms full understanding and unconditional acceptance of these Terms and agrees to be bound by them in relation to each Order. These Terms apply exclusively to the purchase and delivery of Products.

2.5. It is Customer's responsibility to review Terms before placing an Order. Continued use of Platform for purchases following any such changes constitutes acceptance of the revised Terms.

2.6. By submitting delivery information or engaging with support after completing a purchase, Customer acknowledges that they have received and accepted all relevant details concerning the Product, delivery terms, refund rights, and applicable policies, as disclosed on Platform. This acknowledgment shall be deemed effective prior to fulfillment and shall serve as confirmation under applicable Nigerian consumer protection laws.

## CLAUSE 3. PRODUCTS OFFERED ON PLATFORM

3.1. Products are offered for sale exclusively through Platform. Customer may browse available merchandise, access individual Product pages, and review essential information including name, description, price, delivery terms, and representative image. Images of persons, if any, may be illustrative and generated using AI. Actual Products are accurately represented in accordance with their descriptions. Company does not guarantee exact visual correspondence in cases where third-party or AI-generated imagery is used for presentation purposes.

3.2. Products offered on Platform are not manufactured by Company. Company acts solely as a seller and facilitator of retail distribution. Product characteristics, specifications, materials, packaging, and origin are based on information provided by manufacturers or upstream suppliers and are made available on Platform for reference. While Company makes reasonable efforts to ensure the accuracy of such information, Company does not assume liability for any manufacturing defects, material variations, or inaccuracies, except where such liability is mandatory under applicable law.

3.3. Product availability on Platform is subject to change without notice. Company reserves the right to add, modify, suspend, or discontinue any Product offering at any time, including after an Order has been placed, where justified by stock limitations, pricing errors, or supplier-related issues. In such cases, Company may cancel the Order in accordance with [Clause 7](#) and, where applicable, refund any payment received.

3.4. Product packaging and labelling may differ from preview images shown on Platform due to production variations, branding updates, or regulatory requirements. Such differences shall not constitute grounds for return or refund unless the Product materially deviates from its described characteristics or is otherwise defective under [Clause 8](#).

## CLAUSE 4. ORDER PROCESS

4.1. To place an Order, Customer must select a Product, proceed through the purchase interface, and complete payment using an integrated third-party payment provider. By completing payment, Customer makes a binding offer to purchase the selected Product(s) under these Terms.

4.2. Immediately after payment is completed, **Customer shall initiate delivery setup by clicking the "Set Up Delivery" button located in the purchase history section of Platform**. Customer shall then submit all required delivery information, including full name, address, and any other requested data necessary to fulfill the Order. Customer bears full responsibility for the accuracy and completeness of the submitted delivery details.

4.3. Company shall verify receipt of payment and submitted delivery data before proceeding with fulfillment. **A binding contract is formed only upon confirmation by Company that both payment has been received and delivery information has been properly provided.** Until such confirmation, no Order shall be deemed accepted and Company may cancel and refund any received funds.

4.4. Company reserves the right to **reject** or cancel any Order at its sole discretion, including but not limited to cases involving **operational constraints, suspected fraud, erroneous pricing or listing, or**

**Customer's failure to comply with these Terms.** In such cases, any payment received shall be refunded without undue delay.

## CLAUSE 5. PAYMENT TERMS

**5.1.** Payment for all Orders shall be made exclusively through the third-party payment provider integrated into Platform. Customer shall follow the instructions provided at checkout to complete the transaction. **Company does not process payments directly and shall not be responsible for any delays, errors, or failures occurring on the part of the payment provider.**

**5.2.** All prices displayed on Platform are final and inclusive of applicable charges, except where expressly stated otherwise. Prices are denominated in the currency specified on the Product page and confirmed during the checkout process.

**5.3.** Customer is responsible for ensuring that sufficient funds are available to complete the transaction. If the payment is not authorized, the Order shall not be processed, and no further obligations shall arise for Company.

**5.4.** Company shall not be deemed to have accepted any Order, and no contract shall be formed, until (i.) payment has been confirmed as received and (ii.) delivery information has been properly submitted by Customer in accordance with **Clause 4.3**. If Customer fails to provide the required delivery information, Company shall request such details through Platform or available support channels. Until the requested data is received, the Order shall remain in pending status and shall not be fulfilled. Company shall not be obliged to issue a refund solely on the basis of Customer's failure to complete the delivery setup. If Customer refuses to cooperate or expressly declines to provide the necessary information, Company may cancel the Order and shall issue a refund without undue delay.

## CLAUSE 6. DELIVERY OF GOODS

**6.1.** Products are sold via Platform and delivered to Customer through an independent third-party logistics provider. Company does not perform delivery itself and shall not be liable for delays, failures, or damages caused by such provider, except where liability cannot be lawfully excluded.

**6.2.** Delivery shall be made to the address provided by Customer during the delivery setup process described in **Clause 4**. Customer is solely responsible for ensuring the accuracy and completeness of delivery information. Company shall not be responsible for failed, delayed, or misdirected deliveries caused by inaccurate or incomplete data submitted by Customer.

**6.3.** Delivery timeframes displayed on Platform are **INDICATIVE ONLY AND NOT GUARANTEED**. Actual delivery may be extended due to factors beyond Company's control, including but not limited to public holidays, peak order volumes, customs delays, logistical disruptions, or actions of the delivery provider. Company shall make reasonable efforts to ensure timely handover of the Product to the logistics provider but shall not be held liable for delays resulting from such circumstances.

**6.4.** Risk of loss or damage shall pass to Customer upon physical delivery of the Product by the third-party provider to the address specified by Customer. Title to the Product shall pass to Customer at the same time.

## CLAUSE 7. ORDER CANCELLATION

**7.1.** Customer may cancel an Order at any time prior to delivery. Cancellation shall be initiated by contacting Company through available support channels on Platform. Company shall confirm cancellation once received and may request confirmation of identity or other verification steps before processing.

**7.2.** If the Product has not yet been dispatched at the time of cancellation, Company shall treat the Order as cancelled without undue delay. In such cases, Company may, at its discretion, deduct reasonable costs incurred in relation to payment processing, order handling, or packaging, provided such costs are transparently communicated to Customer upon request.

**7.3.** If the Product has already been handed over to the logistics provider, cancellation may no longer be possible. In such case, Customer may refer to the Return and Refund Policy applicable under **Clause 8**.

**7.4.** Company reserves the right to cancel any Order in the following cases: (i.) Customer fails to provide delivery information within a reasonable time; (ii.) Customer expressly refuses to complete the delivery setup process; (iii.) the Order appears to be fraudulent or violates applicable laws; (iv.) the Product is no longer available due to operational limitations or third-party issues. In such cases, Company may cancel the Order and, where applicable, issue a refund in accordance with **Clause 5.4**.

**7.5.** Customer's return rights under this Clause shall be interpreted in accordance with the Federal Competition and Consumer Protection Act 2018.

## **CLAUSE 8. RETURNS AND REFUNDS**

**8.1.** Returns and refunds are governed by Company's Return and Refund Policy, which forms an integral part of these Terms and is made available on Platform. By placing an Order, Customer confirms that they have reviewed and accepted the terms of that policy.

**8.2.** Customer shall have the right to return Products that are defective, damaged, or materially inconsistent with the description provided on Platform, in accordance with applicable law. In such cases, Company shall offer a replacement or refund, subject to verification and confirmation of the reported issue.

**8.3.** Returns of Products that are not defective or misdescribed are not guaranteed and may be accepted by Company only as a goodwill gesture, at its sole discretion, and in accordance with the procedures specified in the Return and Refund Policy. In such cases, Company may deduct reasonable handling or logistics costs from any refund amount.

**8.4.** Customer shall be responsible for ensuring that returned Products are in unused, undamaged condition and properly packaged. Risk during return transit remains with Customer unless otherwise agreed. Company reserves the right to reject any return that does not meet the required conditions.

## **CLAUSE 9. LIMITATION OF LIABILITY**

**9.1.** To the maximum extent permitted by applicable law, Company shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profit, loss of data, or loss of business opportunity, arising out of or in connection with any Order, Product, or use of Platform.

**9.2.** Company shall not be liable for any damage, defect, delay, or loss arising from:

- (a) failures or errors of the third-party payment provider;
- (b) actions or omissions of the logistics provider;
- (c) manufacturing defects attributable to third-party producers;
- (d) inaccurate or incomplete delivery information submitted by Customer;
- (e) improper use, handling, or storage of the Product after delivery.

**9.3.** Notwithstanding the foregoing, nothing in these Terms shall exclude or limit any liability that cannot be lawfully excluded under the Federal Competition and Consumer Protection Act 2018 or any other applicable legislation, including liability for death, personal injury, fraud, or wilful misconduct.

## **CLAUSE 10. PRIVACY AND DATA PROTECTION**

**10.1.** Company collects and processes certain personal data of Customer solely for the purpose of fulfilling Orders, providing customer support, and complying with applicable legal obligations. Such data may include full name, delivery address, contact details, and transaction-related information.

**10.2.** All personal data is processed in accordance with the Nigeria Data Protection Act 2023 and Company's Privacy Notice, which is published on Platform and forms part of these Terms. By placing an Order, Customer acknowledges having reviewed and accepted the terms of that Privacy Notice.

**10.3.** Personal data shall be stored securely and shall not be disclosed to third parties, except where necessary to process the Order (e.g., sharing delivery address with the logistics provider) or where required by law.

**10.4.** Customer has the right to access, correct, or request deletion of their personal data, as well as to withdraw consent to its processing, by contacting Company through the support channel indicated in the Privacy Notice. Withdrawal of consent may affect Company's ability to deliver the Product.

## CLAUSE 11. MISCELLANEOUS

**11.1. Governing Law.** These Terms shall be governed by and construed in accordance with the laws of the Federal Republic of Nigeria. Any dispute arising out of or in connection with these Terms shall be subject to the exclusive jurisdiction of the competent courts of Nigeria.

**11.2. Amendments.** Company may amend these Terms at any time by publishing the updated version on Platform. Customer is responsible for reviewing the current version before each Order. No amendment shall affect any Order confirmed prior to its effective date unless required by law.

**11.3. Indemnification.** Customer agrees to indemnify and hold harmless Company, its affiliates, officers, employees, and agents from any claims, liabilities, losses, or damages arising out of or in connection with Customer's breach of these Terms or violation of applicable law.

**11.4. Force Majeure.** Company shall not be liable for any failure or delay in performance of its obligations under these Terms due to events beyond its reasonable control, including but not limited to natural disasters, acts of war, labor disputes, utility failures, governmental actions, or disruptions in transportation or internet services.

**11.5. Severability.** If any provision of these Terms is found to be invalid, illegal, or unenforceable under applicable law, the remaining provisions shall remain in full force and effect.

**11.6. No Waiver.** Failure by Company to enforce any provision of these Terms shall not constitute a waiver of its rights to enforce such provision at a later time or on another occasion. Nothing in these Terms shall be interpreted to override any non-waivable consumer right provided under Nigerian law

**11.7. Entire Agreement.** These Terms, together with the Return and Refund Policy and Privacy Notice, constitute the entire agreement between Customer and Company in relation to the sale of Products and supersede any prior communications, understandings, or agreements.

## CLAUSE 12. CONTACT FOR MORE INFORMATION

We hope these Terms clarified things for you. However, if you would still like more information, feel free to contact us:



Nutson Ltd.

Suite 1, Second Floor, Sound & Vision House

Francis Rachel Str., Victoria, Mahe, Seychelles

Email: [support@cheelee.io](mailto:support@cheelee.io)



## Appendix No. 6 to the User Agreement

### RETURN AND REFUND POLICY (NIGERIA)

THIS RETURN AND REFUND POLICY (NIGERIA) (the “Return Terms” or “This Policy”) constitutes an integral part of the Terms of Sale (Nigeria) and governs the conditions under which returns and refunds may be requested by Customer in relation to Products purchased via Platform and delivered within the territory of the Federal Republic of Nigeria.

#### CLAUSE 1. PURPOSE AND SCOPE

- 1.1. These Return Terms establish the conditions under which Customer may request a return of Products and, where applicable, obtain a refund in accordance with Nigerian law and Company’s internal procedures.
- 1.2. These Return Terms apply exclusively to tangible Products purchased by Customer through Platform and delivered within the territory of the Federal Republic of Nigeria. **THEY DO NOT APPLY TO DIGITAL GOODS, SERVICES, OR ANY OTHER OFFERINGS UNLESS EXPRESSLY STATED OTHERWISE BY COMPANY.**
- 1.3. These Return Terms are to be read in conjunction with the Terms of Sale (Nigeria) and Privacy Policy. In the event of any inconsistency, the Terms of Sale shall prevail, unless otherwise required by applicable law.
- 1.4. Nothing in these Return Terms shall be construed to exclude or limit any mandatory rights afforded to Customer under the Federal Competition and Consumer Protection Act 2018 or other applicable Nigerian legislation.

#### CLAUSE 2. ELIGIBILITY FOR RETURNS

- 2.1. Customer may request a return of a Product **ONLY** if one or more of the following conditions are met:
  - (a) The Product was delivered in a defective or damaged condition;
  - (b) The Product materially differs from its description or displayed image on Platform;
  - (c) The wrong Product was delivered.
- 2.2. To be eligible for a return, the Product must:
  - (a) Be unused, unwashed, and in the same condition as received;
  - (b) Include all original tags, labels, packaging, and accessories (if applicable);
  - (c) Be returned within the time period specified in **Clause 4** of these Return Terms.
- 2.3. Company reserves the right to reject any return request that does not meet the conditions set out in this Clause or that appears to be abusive, fraudulent, or contrary to the purpose of these Return Terms.

#### CLAUSE 3. NON-RETURNABLE PRODUCTS

- 3.1. The following Products and circumstances are not eligible for return under these Return Terms except where the Product meets the return conditions described in **Clause 2.1** (e.g., is defective, misdescribed, or incorrect):
  - (a) Products that have been used, worn, washed, handled improperly, or subjected to conditions that may reasonably be expected to alter their original state;
  - (b) Products returned without original packaging, tags, labels, seals, inserts, or any other materials delivered with the Product;
  - (c) Products damaged by Customer due to misuse, neglect, exposure to water, heat, chemicals, or physical impact;

- (d) Products returned in unsanitary or unhygienic condition, including Products with visible stains, odors, or signs of use;
- (e) Products made available as part of a promotional offer or discounted under a final sale or clearance category, where expressly stated as non-returnable at time of purchase;
- (f) Products that are part of bundled offers or promotional packages where return of individual items is not supported;
- (g) Products received more than once due to Customer submitting duplicate Orders and refusing to accept responsibility for the same;
- (h) Products returned after the expiration of the applicable return period specified in **Clause 4**;
- (i) Products that are not verifiably linked to Customer's original Order, including returns without proof of purchase or valid Order reference;
- (j) Products not purchased through Platform or not delivered via Company's designated logistics provider;
- (k) Any Product altered, customized, resized, or adapted at Customer's request after delivery.
- (l)

## CLAUSE 4. RETURN PROCESS AND DEADLINES

**4.1.** Customer must initiate a return request **WITHIN SEVEN (7) CALENDAR DAYS** from the date of confirmed delivery of the Product. For the avoidance of doubt, "confirmed delivery" means either:

- (a) Customer's explicit confirmation via Platform support channels that the Product was received, or
- (b) receipt by Company of delivery confirmation from the designated logistics provider indicating successful delivery to the address provided by Customer.

**4.2.** To initiate a return, Customer shall:

- (a) Contact Company through Platform or via the designated support channel;
- (b) Provide the relevant Order reference number, a clear description of the reason for return, and any supporting evidence (such as photographs showing damage, defects, or incorrect items);
- (c) Await return authorization and further instructions from Company, including the applicable return address and packaging requirements.

**4.3.** All return requests are subject to preliminary verification by Company. Company may request additional information from Customer before confirming acceptance of the return.

**4.4.** Once return authorization has been granted, Customer must dispatch the Product to the specified return address **WITHIN FIVE (5) BUSINESS DAYS**. Returns that are shipped outside this timeframe may be refused by Company at its discretion.

**4.5.** Customer shall bear the risk of loss or damage during return transit, unless the return is based on a reason covered under **Clause 2.1**. It is recommended that returns be sent via a traceable and insured shipping method.

## CLAUSE 5. VERIFICATION AND INSPECTION

**5.1.** All returned Products are subject to inspection and verification by Company upon receipt. Company shall evaluate the condition of the returned Product and determine whether it meets the eligibility criteria set out in these Return Terms.

**5.2.** Verification may include, but is not limited to, inspection for physical damage, signs of use, missing components, or discrepancies between the reported and actual condition of the returned Product.

**5.3.** No refund, replacement, or credit shall be issued until Company has completed its verification and confirmed that the return conditions have been satisfied. Failure by Customer to cooperate during the return

or inspection process, including refusal to communicate or evasion, may result in denial of remedy in accordance with **Clause 6.4** of the Return Terms.

## **CLAUSE 6. REFUND METHODS AND TIMING**

**6.1.** If Company approves a return following verification under **Clause 5**, Company may, at its discretion, offer Customer a remedy in the form of:

- (a) a replacement of the same Product, or
- (b) an equivalent item of comparable value, including digital goods provided by Company for Customer's account, such as Platform credits, or redeemable in-app items, subject to availability.

**6.2.** If Customer agrees to receive the alternative remedy offered in accordance with **Clause 6.1**, Company shall provide the agreed replacement or digital good, and no monetary refund shall be due in connection with the returned Product. By accepting such alternative, Customer waives any further claims, objections, or entitlements related to the returned Product.

**6.3.** If Customer declines the remedy offered under **Clause 6.1**, Company shall issue a monetary refund, subject to the conditions in these Return Terms. Refunds shall be made using the same payment method originally used by Customer to complete the Order, unless otherwise required by applicable law, regulatory directive, or enforcement action.

Where the Customer expressly opts for a replacement of a defective, damaged, or misdescribed Product instead of a refund, and such replacement is reasonably available, the Company shall endeavor to provide such replacement, provided that it does not impose a disproportionate cost or burden on the Company relative to the value of the original Order. In cases where replacement is not commercially viable, the Customer shall be entitled to a monetary refund in accordance with Nigerian consumer protection law.

**6.4.** If Customer rejects both the offered remedy and the monetary refund, or fails to respond to Company's offer within a reasonable time, or otherwise engages in conduct that prevents the resolution of the return (including refusal to communicate, evasion, abuse of return procedures, or unjustified objections), Company may consider the matter closed and suspend further processing, unless otherwise required by applicable law.

**6.5.** Refunds shall be processed within ten (10) Business Days from the date Company confirms that a refund is applicable and that all return conditions have been satisfied. Where permitted by law, Company may deduct from the refund amount any reasonable costs incurred, including:

- (a) non-refundable payment processing fees;
- (b) packaging, handling, or restocking charges;
- (c) return shipping costs, unless the return is based on a reason listed in **Clause 2.1**.

**6.6.** Refunds or replacements may be denied or reduced if the returned Product is incomplete, damaged by Customer, or otherwise fails to meet the return eligibility criteria set out in these Return Terms.

## **CLAUSE 7. RETURN SHIPPING RESPONSIBILITY**

**7.1.** If the return is based on a reason listed in **Clause 2.1** of these Return Terms (e.g., defective, damaged, incorrect, or misdescribed Product), Company shall bear the cost of return shipping or reimburse Customer for reasonable return shipping expenses, provided that the return is authorized in advance and completed in accordance with these Return Terms.

**7.2.** For any return not covered by **Clause 2.1**, including discretionary or goodwill returns accepted by Company, all return shipping costs shall be borne solely by Customer.

**7.3.** Customer shall ensure that any returned Product is properly packaged to prevent damage during transit. Risk of loss or damage during return shipping shall remain with Customer unless otherwise agreed in writing.



**7.4.** Company recommends that all returns be shipped using a reliable, trackable delivery method. Company shall not be liable for returns that are lost, misdirected, or delayed due to the use of untraceable or unauthorized return methods.

## **CLAUSE 8. CUSTOMER OBLIGATIONS**

**8.1.** Customer shall ensure that any returned Product is in its original, unused condition and includes all components, labels, tags, packaging, and accessories as originally received. Returns that do not meet these conditions may be refused or subject to partial refund in accordance with **Clause 6.6.**

**8.2.** Customer is responsible for securely packaging the Product to prevent loss or damage during return transit. If the returned Product is received in damaged or altered condition due to inadequate packaging, Company reserves the right to deny or reduce any applicable refund or replacement.

**8.3.** Customer shall cooperate with Company throughout the return process, including providing requested information, responding in a timely manner, and following all return instructions issued by Company. Failure to cooperate or unjustified refusal to complete the process may result in the denial of remedy as set out in **Clause 6.4.**

**8.4.** Customer is responsible for providing accurate contact details and delivery information during the return and any replacement process. Company shall not be liable for failed redelivery or delays due to inaccurate or outdated information provided by Customer.

## **CLAUSE 9. CONTACT FOR MORE INFORMATION**

We hope these Terms clarified things for you. However, if you would still like more information, feel free to contact us:



Nutson Ltd.  
Suite 1, Second Floor, Sound & Vision House  
Francis Rachel Str., Victoria, Mahe, Seychelles  
Email: [support@cheelee.io](mailto:support@cheelee.io)

## Appendix No. 7 to the User Agreement

### Nigeria Delivery Data Addendum to Privacy Policy

#### CLAUSE 1. SCOPE OF PROCESSING

- 1.1.** This Addendum applies exclusively to the processing of personal data collected from Customers after payment has been completed for physical merchandise purchased through Platform and intended for delivery within Nigeria.
- 1.2.** The processing described herein does not apply to digital services, in-app functionality, or any non-physical transactions carried out on Platform.
- 1.3.** This Addendum covers only the personal data collected for the purpose of organizing, verifying, and fulfilling offline delivery, and does not alter the general terms of processing set out in the Privacy Policy unless expressly stated.

#### CLAUSE 2. CATEGORIES OF PERSONAL DATA COLLECTED

- 2.1.** For the purpose of fulfilling physical product delivery in Nigeria, Company may collect and process the following personal data from Customer after payment confirmation:
- (a) Full name Delivery address (including street, city, state, postal code)
  - (b) Phone number
  - (c) Any optional delivery notes or instructions voluntarily submitted by Customer Order reference and transaction identifiers (for logistical verification)
- 2.2.** This data is collected exclusively through the designated post-payment delivery setup interface or through direct communication with Company's support team initiated by Customer.

#### CLAUSE 3. PURPOSE AND LEGAL BASIS OF PROCESSING

- 3.1.** The personal data listed in **Clause 2** is processed solely for the following purposes:
- (a) To organize and execute the delivery of physical products ordered by Customer;
  - (b) To verify delivery details and ensure accurate shipment;
  - (c) To communicate with Customer regarding delivery status, delays, or other logistical matters;
  - (d) To resolve disputes or complaints related to the delivery of physical goods.
- 3.2.** The legal basis for this processing is the performance of a contract between Company and Customer, specifically the obligation to fulfill physical product delivery under the Terms of Sale (Nigeria). Where applicable, processing may also be based on Company's legitimate interest in ensuring successful delivery and maintaining service quality.

#### CLAUSE 4. DATA SHARING AND THIRD-PARTY PROCESSORS

- 4.1.** To fulfill delivery obligations, Company may share the personal data listed in **Clause 2** with external service providers engaged to perform delivery, logistics, or order management services. Such processing may occur within or outside the Federal Republic of Nigeria, depending on the location of Company's operational infrastructure or service providers.
- 4.2.** Third-party recipients may include, but are not limited to:
- (a) Logistics and courier companies operating nationally or internationally;
  - (b) Fulfillment centers and packaging providers;
  - (c) Customer support partners handling delivery coordination or issue resolution.

**4.3.** All third-party processors are contractually obligated to process personal data only on behalf of Company, in accordance with applicable data protection laws, and solely for the purposes set out in this Addendum. Company shall ensure that any international transfers are subject to adequate safeguards, consistent with the Nigeria Data Protection Act 2023 and other relevant frameworks.

**4.4.** Company does not sell, license, or otherwise disclose Customer's delivery-related personal data to unrelated third parties for advertising, profiling, or unrelated commercial purposes.

## CLAUSE 5. DATA RETENTION

**5.1.** Company shall retain delivery-related personal data only for as long as necessary to fulfill the purposes set out in this Addendum, including completion of the delivery, resolution of any associated issues, and compliance with applicable legal obligations.

**5.2.** Unless a longer retention period is required by law or for legitimate business needs (such as fraud prevention or dispute resolution), delivery-related personal data shall be deleted or anonymized no later than ninety (90) days following confirmation of successful delivery

**5.3.** In cases where Customer raises a complaint, initiates a return, or disputes a transaction, relevant personal data may be retained until the matter is resolved and for a reasonable period thereafter to comply with audit or legal requirements.

## CLAUSE 6. YOUR RIGHTS

**6.1.** Customer has the right to exercise all data subject rights granted under the Nigeria Data Protection Act 2023 in relation to the delivery-related personal data processed under this Addendum. These rights include:

- (a) The right to request access to personal data held by Company;
- (b) The right to request correction or updating of inaccurate or incomplete data;
- (c) The right to request deletion of personal data, subject to legal or contractual limitations;
- (d) The right to object to or restrict processing under certain circumstances;
- (e) The right to withdraw consent, where processing is based on consent (if applicable);
- (f) The right to lodge a complaint with the Nigeria Data Protection Commission (NDPC) or any other competent supervisory authority.

**6.2.** To exercise any of these rights, Customer may contact Company using the details provided in **Clause 7** of this Addendum. Requests shall be handled in accordance with applicable data protection law and responded to within a reasonable time.

## CLAUSE 7. CONTACT FOR MORE INFORMATION

We hope this Addendum clarified things for you. However, if you would still like more information, feel free to contact us:



Nutson Ltd.

Suite 1, Second Floor, Sound & Vision House

Francis Rachel Str., Victoria, Mahe, Seychelles

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