

TERMS & CONDITIONS FOR BERSAMA

OVERVIEW

The following terms and conditions (“Terms”) govern your use of the BERSAMA’s (“society”) website hereinafter referred to as “website” and all other contents provided on the website.

The following serve as terms of a legal Agreement between you and the Society or anyone acting on its behalf and on behalf of its subsidiaries and affiliates. By using or continuing to use, this website you acknowledge that you have read, understood and agree to abide by and comply with all terms, conditions and notices contained in or referenced by these Terms and Conditions of Use. You further agree to be governed by any additional terms and conditions that may apply to you arising out of your accessing, browsing and/or using of this website, whether contained on this website or in a separate Terms with the Society.

DEFINITION OF TERMS

- a. “Website” means the BERSAMA website.
- b. “Society” means BERSAMA: A Real Estate Cooperative Multipurpose Society that provides its members with collaborative access to secured, vetted, yield-driven real estate investment opportunities.
- c. “Agent(s)” means Individual(s) or Corporate Entity(ies) who act as Marketing/Sales Agents on behalf of the society in the advertisement and marketing of her products/services. This definition covers members who wish to act as Agents on behalf of the Society
- d. “Members” means Individual(s) or Corporate Entity(ies) who are duly registered under this website and have subscribed and invested into the shares of the Society.

REGISTRATION

All Members and Agents shall duly register and fulfill all the requirements for membership provided for under the website. In consideration of your use of the website, you agree:

- a. that you are of legal age and have capacity to agree to these Terms;
- b. to provide accurate, current, and complete information about you as may be prompted by a registration form on the website;
- c. to maintain the security of your password and identification;
- d. to maintain and promptly update the registration data and any information you provide to the society, to keep it accurate, current and complete.

Such personal information is subject to the website's Privacy Policy. [View Privacy Policy.](#)

OBLIGATIONS OF AGENTS

1. That the Agent is expected to carry out all liaising, follow-up, marketing, activities involved and necessary in sustaining the registration of members through the operational base of the society.
2. That the Agent shall be entitled to commission upon the registration of any member as pre-determined and in line with current rates provided by the Society.
3. That the commission payable shall be done as at when the Agent calls for it, which shall be paid into a bank account supplied by the Agent during registration.

4. That the Society reserves the right to appoint any Agent without being answerable to anybody or having to explain its actions to any person. Also, the Society reserves the right to de-list the Agent if found conducting (or have conducted) any act considered as misconduct by the Society. View Code of Ethics.
5. That all payments made by prospective Members and/or Members shall ONLY be lodged into designated bank accounts of the Society and Agents are not allowed to collect and warehouse customers' money under any guise whatsoever.
6. That the Society shall not be liable for the Agent's misconduct.
7. That in the case of established misconduct against the Agent, the Society shall not be restrained from publishing details of the Agent in all forms of publication including but not limited to newspaper publication, television, radios, social media in circulation in Nigeria and any other location where the Society perceived necessary.
8. That in the event of Fraud or other criminal misconduct by an Agent, the Society will employ every legitimate means to bring the Agent to book which includes but is not limited to; blacklisting of Agent's name and records, special reports to the Criminal Investigation Department or any other appropriate unit of the Nigeria Police, formal reports to the Economic and Financial Crimes Commission (EFCC), and other anti-graft agencies.
9. That the Agent shall be liable for any Member's' money proven to be misplaced/mismanaged or lost while in his care.
10. That the Agent shall function under this scheme according to the modus operandi as stated by the Society from time to time.
11. That the Agent shall ensure the delivery of appropriate letters and/or receipts for every payment made by any Member directly or through the team coordinator.
12. That the Society's secretariat office for all transactions under this scheme is located at REALTY PLACE, 3 Olaide Benson Street, Onigbongbo, Maryland, Lagos or any other office of the Society so designates.
13. That the Agent shall be liable for the consequence of any misrepresentation made by him regarding the Society or the scheme to third parties.
14. That the rates for commission as stated from time to time are subject to review and change from time to time, provided the Society gives notice to the Agent at least fourteen (14) days prior to the commencement of the new rates, which shall be communicated to the Agents subject to the provisions of paragraph 24 below.

15. That the Agent is aware that the Society has engaged the services of other sales Agents also. Therefore, the Agent shall not be eligible to the commission under previous clause(s) above if the prospective customer has already been in direct contact with the Society or been introduced by any other sales Agent whether in the employment of the Society or otherwise. Hence, the commission for the subsequent purchases by the same client shall accrue to the Agent involved in such previous sale. In case of any dispute and notwithstanding the provisions of this Terms, the statement offer at the time of registration of a member, about who the introducing Agent to the particular transaction in dispute is, shall be final.
16. That the Agent has assured the Society that:
 - a. The Agent shall neither offer any type of inducement (monetary or non-monetary) nor shall share any part of its Commission with any employee of the Society.
17. That the Agent would not be entitled for any other remuneration or reimbursement of expenses, if any, incurred by him for performing its functions under this Terms.
18. That the Agent would not release any permanent advertisement such as billboards, audio and video jingles, handbills and any other forms of permanent publications or conduct any publicity campaign different in content/offering from the Society's content/offering without taking a prior written consent of the Society.
19. That the provisions of these Terms shall be operative in perpetuity from the date of registration for all current as well as future projects of the Society, unless terminated by any party along with a seven (7) days written notice or if the Agent ceases to be active for a period of six (6) months. Further renewals, if any, shall be done by reactivation. You agree that, if you are terminated, you will make no further use of the Site after termination.
20. That these Terms shall not render the Agent an employee, partner, or in joint venture with the Society for any purpose. The nature of relationship shall be that of Principal and Agent only, and nothing in these Terms shall be construed to create any other relationship.
21. That the Society shall conduct an appraisal of the activities of the Agents periodically and where report speaks low performance, the Society may invite the Agent for a meeting and thereafter reserve the right to take appropriate decision/step(s) which may include but not limited to advice, recommendation for training and/or de-listing.
22. That the liability of the Society for any commission due to the Agent shall be limited only to the amount payable. The Agent shall be responsible for any income tax, sales tax, any government levies or deductions thereof, as applicable in the country where the property is situated, for the income earned, as applicable to transactions under these Terms. The Society shall in no event be held liable for any such payment of taxes, levies or duties related to commission earned by the Agent.
23. Parties shall maintain utmost confidentiality of all customers' information unless disclosures required by law and/or any competent authority having jurisdiction to call for such information.

24. Any notice, request, report, or any other communication by the Society required or permitted under these terms shall be done electronically and shall be deemed to have been delivered when such notices are uploaded.
25. These Terms supersedes all previous Agency Agreements or Understanding, oral or written if any, between the Society and the Agent.

OBLIGATIONS OF MEMBERS

1. The obligations of Members are duly spelt out in the Bye-laws and Members shall be bound by the provisions of the bye-laws upon registration, subscription and investment into the shares of the Society

USES AND PROHIBITED USES OF WEBSITE

In consideration of your use of this website, you agree:

- a. To be responsible for the use of the services, and any content you post as well as the consequences that arise from your use;
- b. That all activities carried out by you on this website are at your own risk;
- c. You are responsible for all activities that occur under your password or account or any other breach of security;
- d. That you will not disrupt the functioning of the site, solicit another user's password or otherwise act in a way that interferes with other user's use of the site.
- e. To use the website in a manner that is lawful, relevant and proper; any use of the website that the Society, in its sole discretion, finds inappropriate and/or offensive may result in suspension and/or termination of the agency with or without notice.

Conducts that are inappropriate and/or offensive includes but not limited to the following:

- a. Upload files that contain software or other material that violates the rights of any third party, including without limitation intellectual property rights or rights of privacy or publicity;
- b. Attempt to use another's account;
- c. Create false identity by any form of misrepresentation;
- d. Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights of other Agents or Members;
- e. Post, publish, distribute or disseminate any defamatory, infringing, indecent, unlawful, inappropriate information or material on the website;
- f. Upload, post, email, transmit or otherwise make available any material that contain software viruses or any other computer files or programs designed to interrupt, destroy or limit the functionality of the site;
- g. Restricts or inhibits any other Agent or Member from using and enjoying the services provided on this website;
- h. Impersonate any person or entity or falsely state or misrepresent your affiliation with a person or entity to create false identity to mislead others on the site.

CHANGES AND AMENDMENTS

The Society reserves the right, in its sole and absolute discretion, to do any of the following, at any time without prior notice or justification:

- a. change these terms and conditions;
- b. change the content and/or services available from and/or on the Website;
- c. discontinue any aspect of the Website or service(s) available from and/or on the Website.

NON-DISCLOSURE/CONFIDENTIALITY

Agents and Members may obtain direct access to certain confidential information of the Society, its subsidiaries and affiliates, including without limitation technical, contractual, product, trade secrets, pricing, marketing and other valuable information which should reasonably be understood as confidential information. Agents and Members must hold such information in strict confidence and the information shall not be disclosed or divulged to third parties.

This restriction shall continue to apply even after the cessation of relationship with the Society but shall not apply to information, which is in the public domain.

INTERLECTUAL PROPERTY RIGHTS

All intellectual property rights of the Society including but not limited to trademarks, logos, pictures, video, downloads, domain names, patents, designs, copyright, software, source code, meta tags, databases, text, graphics, icons and hyperlinks on this website and/or elsewhere are hereby reserved and protected from use and as such are protected from infringement except express permission is granted by the Society.

DISCLAIMER/WARRANTIES

We try to keep our services safe, secure, and functioning properly, but we cannot guarantee the continuous operation of or access to our services, use of the services and its content are at your own risk. However, we do not guarantee that the site or the functions, its features and contents will be accurate, secure, uninterrupted or error free, or that site will meet an individual users' requirements.

The Society disclaims and excludes all warranties and conditions, whether express or implied including but not limited to, implied warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement of intellectual property or other violation of rights to the extent permitted by the applicable law. Agents and Members assume all risk for any damage to their computer system or loss of data that results from obtaining any content from the website, including any damages resulting from computer viruses.

INDEMNIFICATION

You agree to indemnify, defend and hold harmless the Society and its subsidiaries, affiliates, shareholders, directors, employees, contractors, officers, partners, representatives from all liabilities, claims, damages and expenses, including legal fees and court costs, incurred by the Society that may arise without limitation from your use or misuse of this website, your non-compliance with these terms and conditions of use, or your violation of any third-party rights, inaccurate, untimely, incomplete or misleading information, including without limitation with respect to registration, profile or eligibility, misstatements and/or misrepresentations. Agents and Members shall not, in any event, settle any claim or matter on behalf of the Society without the written consent of the Society.

DISPUTE RESLUTION

Any dispute or disagreement between the Society, Agents and/or Members on any provision of these Terms shall be mutually resolved. Inability to mutually resolve the dispute by the Society, Agents and/or Members, the dispute shall be referred to a mutually agreed Lagos State Multi-Door Court House for mediation. If the dispute remains unresolved, it is only then that litigation proceedings shall be undertaken in Lagos, Nigeria.

APPLICABLE LAW

These Terms shall be governed by and construed in accordance with the laws of Federal Republic of Nigeria.

By clicking submit, I agree that I have read and accepted the Terms.