

XPANDA TECHNOLOGIES

Terms of Service

Effective 6 August 2026

Xpanda Technologies Ltd, RC No. 9761187
support@xpanda.tech | 09131158307 | xpanda.tech

1. About these terms

These Terms of Service (Terms) form a binding agreement between you and Xpanda Technologies Ltd, RC No. 9761187, trading as Xpanda Technologies (Xpanda, we, us or our). They govern your access to xpanda.tech, customer accounts, quotations, project orders, software, websites, applications, support and related services. By creating an account, approving a quotation, paying an invoice or using a service, you accept these Terms.

2. Eligibility and authority

You must be legally capable of entering a binding contract. If you act for a company, organisation or another person, you confirm that you have authority to bind them. You must provide accurate, current information and promptly update material changes. We may request reasonable identity, business or authority verification before accepting or continuing an order.

3. Accounts and security

You are responsible for safeguarding passwords, one-time codes, API credentials and devices used with your account. You must not share access except with your properly authorised personnel and must notify us promptly of suspected loss, compromise or unauthorised use. Activity performed through valid credentials may be treated as authorised unless the activity resulted from our failure to apply reasonable security controls. We may suspend access while investigating a security risk.

4. Quotations, scope and order of precedence

Prices displayed on the website are starting prices and invitations to request service, not a final offer for every configuration. The final deliverables, exclusions, milestones, delivery estimate, integrations, hosting, maintenance, acceptance process and fees are stated in the approved proposal, invoice, order summary, statement of work or other written project agreement. If there is a conflict, the signed or expressly approved project-specific agreement controls for that project, followed by these Terms and then general website descriptions.

5. Payments, taxes and third-party charges

Fees are payable in Nigerian naira unless we agree otherwise in writing. You must pay each deposit, milestone and balance by its due date and provide accurate payment evidence when requested. Bank, domain, hosting, cloud, SMS, email, payment-gateway, app-store, VTU provider, licence, tax and other third-party charges are separate unless expressly included. You are responsible for applicable taxes, duties and transfer charges except taxes imposed on Xpanda's income. We may pause work, delivery, credentials, deployment or support while an undisputed payment is overdue.

6. Deposits, cancellations and refunds

A project slot is reserved only after the required payment clears. Unless a project agreement states otherwise, deposits and payments for work already performed, reserved capacity, purchased licences, registered domains, infrastructure or other committed third-party costs are non-refundable. If you cancel, we may invoice completed work and non-cancellable commitments up to the cancellation date. If Xpanda cancels without your breach, we will refund any prepaid amount attributable to materially undelivered work, excluding properly incurred third-party costs. Nothing in this section removes a refund or remedy that cannot lawfully be excluded.

7. Customer responsibilities and dependencies

You must provide timely content, brand assets, approvals, authorised credentials, technical access, legal notices and accurate instructions. You are responsible for the legality, accuracy and ownership of materials you supply and for obtaining licences, consents and regulatory approvals applicable to your business. Delivery estimates move reasonably where your response, access, payment, approval or a third-party dependency is delayed. Xpanda is not responsible for defects caused by incomplete, inaccurate or late customer materials or instructions.

8. Change requests and additional work

Work outside the approved scope - including new screens, revised workflows, additional integrations, redesigns after approval, data migration, content entry, emergency work or changes caused by a third-party policy - requires a written change request. We may quote an additional fee and revised schedule before starting it. Informal discussions or demonstrations do not amend the approved scope unless confirmed in writing by Xpanda.

9. Review, testing and acceptance

You must review milestone and final deliveries within the review period stated in the project agreement, or within seven days where no period is stated, and report reproducible non-conformities against the approved scope. A delivery is accepted when you approve it, deploy or commercially use it, or do not report a material scope-related defect within the applicable review period. Acceptance does not remove any written limited warranty, but later preferences, content changes and new requirements are additional work.

10. VTU products and source-code restriction

Standard, affiliate, reseller, hosted and preconfigured VTU products are licensed services built from Xpanda's proprietary platform, templates, architecture, workflows, libraries and operational know-how. Unless a separate custom-development agreement expressly states otherwise, purchasing, subscribing to, branding or operating a VTU project does not purchase its source code and does not entitle you to receive, inspect, copy, download, resell, redistribute, sublicense or transfer that source code. Xpanda does not sell or hand over the source code of standard VTU projects.

Source-code delivery is available only for a genuinely custom project where ownership, exclusions, repository handover, reusable components, third-party licences, payment and support have been specifically discussed, priced and recorded in a written agreement signed or expressly approved by Xpanda. Payment for a standard VTU package alone does not convert it into a custom source-code project.

11. Intellectual property and licences

Each party retains its pre-existing intellectual property. You grant Xpanda a limited licence to use materials you supply only as reasonably necessary to perform the project and related support. Xpanda retains ownership of its platform, source code, frameworks, templates, design systems, utilities, processes, documentation, generic improvements and reusable components. After full payment, you receive the usage rights expressly stated in the approved project scope. Third-party and open-source components remain subject to their respective licences. No implied ownership transfer or source-code licence arises.

12. Branding, portfolio and customer materials

You retain rights in your lawful names, logos and original content. You warrant that customer materials do not infringe another person's rights. Unless confidentiality or a written project agreement says otherwise, Xpanda may identify a publicly launched project as work we delivered and display its public name, logo, link or screenshots in our portfolio. We will not publish private credentials, financial records or non-public business information as portfolio material.

13. Hosting, domains and deployment

Hosting and domain services may be supplied directly or through third parties. You must renew items for which you are responsible before expiry and maintain current registrant and billing details. Migration, restoration, excess resource use, malware removal and recovery after customer or third-party changes may attract additional fees. We may apply reasonable technical limits to protect shared infrastructure. No hosting environment is guaranteed to be uninterrupted, error-free or immune from attack.

14. Third-party and provider services

Domains, hosting companies, mobile networks, VTU vendors, payment processors, banks, identity providers, cloud platforms, social networks and app stores operate independently under their own terms, policies, pricing and availability. We may integrate them but do not control their approvals, reversals, settlement times, coverage, downtime, data accuracy, pricing changes, rejected transactions or account restrictions. You must maintain any required third-party account and comply with its rules. Xpanda is not liable for an independent provider's act, omission, outage or policy decision, subject to rights that cannot be excluded.

15. Support, maintenance and exclusions

Support is limited to the channel, hours, duration and deliverables stated in your package or project agreement. A project purchase does not include lifetime, unlimited, round-the-clock or indefinite free support. Unless expressly included, support does not cover new features, training, content updates, data entry, third-party fees, provider outages, customer configuration errors, lost credentials, unsupported environments, or defects caused by unauthorised code, server, database, plugin or infrastructure changes. Expired support, maintenance and work outside scope may require a paid plan or separate quotation.

16. Limited warranty and remediation

During any written warranty period, we will use reasonable efforts to correct reproducible material defects where the delivered work does not substantially conform to the approved scope. Your exclusive contractual remedy for such a defect is correction, re-performance or, where neither is commercially reasonable, an appropriate refund for the affected undelivered portion. The warranty excludes third-party failures, customer materials, misuse, unsupported integrations and changes not made or authorised by Xpanda. Except for guarantees that cannot lawfully be excluded, services are provided on an as available basis.

17. Prohibited use

You must not use our services to commit fraud, money laundering, identity theft, deceptive activity or any unlawful transaction; infringe intellectual property, privacy, confidentiality or other legal rights; send unsolicited communications, distribute malware or interfere with a network or service; bypass access controls, probe vulnerabilities or access accounts or data without authorisation; misrepresent affiliation with Xpanda, a provider, bank, network or government authority; copy, reverse engineer, scrape, resell or redistribute restricted software or source code; or expose Xpanda, users or providers to material legal or security risk.

18. Suspension and termination

We may suspend or restrict an account, project, deployment or integration where reasonably necessary for security, overdue payment, suspected fraud, unlawful use, provider requirements, material breach or risk to other users or infrastructure. Where appropriate, we will give notice and an opportunity to remedy. Either party may terminate according to the project agreement, or for an uncured material breach after reasonable notice. On termination, accrued payment obligations and provisions concerning intellectual property, confidentiality, liability, disputes and records survive.

19. Confidentiality

Each party must protect the other's non-public technical, commercial and security information using reasonable care and use it only for the relationship. This obligation does not cover information that is public without breach, already lawfully known, independently developed, or lawfully received without a confidentiality duty. A legally compelled disclosure may be made, with notice where lawful and practicable.

20. Privacy and data protection

Our collection and use of personal information are described in our Privacy policy at xpanda.tech/privacy. Each party must comply with applicable data-protection obligations for information it controls. If a project requires Xpanda to process personal data solely on your behalf, additional data-processing terms may be required. You must not provide unnecessary sensitive information or unlawfully collected personal data.

21. Limitation of liability

To the maximum extent permitted by law, neither party is liable for indirect, incidental, special, punitive or consequential loss, or for loss of profit, revenue, goodwill, anticipated savings or data, arising from these Terms. Xpanda's aggregate liability relating to a project will not exceed the fees actually paid to Xpanda for the affected project during the twelve months preceding the event giving rise to the claim. These limits do not apply to fraud, wilful misconduct, death or personal injury caused by negligence, or another liability or consumer remedy that applicable law does not permit the parties to exclude or limit.

22. Indemnity

To the extent permitted by law, you will indemnify Xpanda against third-party claims, losses and reasonable costs arising from customer materials, your unlawful use, your breach of third-party rights, or operation of your business through the delivered project, except to the extent caused by Xpanda's breach, negligence or wilful misconduct. We will notify you of a covered claim and allow reasonable participation in its defence.

23. Force majeure

Neither party is responsible for delay or failure caused by events beyond reasonable control, including widespread network or power failure, natural disaster, epidemic, civil disturbance, government action, labour disruption, provider failure or cyberattack not caused by that party's failure to use reasonable safeguards. The affected party will take reasonable steps to reduce the impact and resume performance.

24. Complaints and disputes

Please first send a detailed complaint, relevant order or transaction reference, and supporting documents to support@xpanda.tech. The parties will attempt in good faith to resolve the dispute through direct discussion. If it remains unresolved, they may agree to mediation before court proceedings. Nothing prevents either party from seeking urgent protective relief or using a statutory consumer complaint process.

25. Governing law

These Terms are governed by the laws of the Federal Republic of Nigeria. Subject to any mandatory consumer forum and any agreed dispute process, Nigerian courts with competent jurisdiction may hear disputes arising from these Terms or the services.

26. General provisions

You may not assign a project or these Terms without our prior written consent, except where applicable law provides otherwise. Our failure to enforce a provision is not a waiver. If a provision is unenforceable, it will be limited or removed only to the minimum extent necessary and the remainder will continue. Headings aid readability and do not control interpretation. Electronic approvals and notices are valid. These Terms and the applicable project agreement form the entire agreement about their subject matter.

27. Changes to these terms

We may update these Terms for future use of the services to reflect legal, security, technical or operational changes. Material changes will be notified through an appropriate channel. A change will not retroactively alter an already approved project scope or transfer source-code ownership unless both parties expressly agree in writing.

28. Contact

Xpanda Technologies Ltd (RC No. 9761187). Questions, notices and support requests may be sent to support@xpanda.tech or made by telephone or WhatsApp on 09131158307.