

SynKafrika — Vendor Terms & Conditions

Effective: 1 October 2026

Last updated: 1 October 2026

These terms apply to every partner listing services on SynKafrika. By registering as a partner and ticking the acceptance box, you agree to them. They are binding.

1. Who you are contracting with

You are contracting with **SYNKKAFRICA GLOBAL LIMITED**, a Nigerian company (RC 8708738), registered at 1 Admiralty Road, Lekki, Lagos, Nigeria, trading as **SynKafrika** ("SynKafrika", "we", "us").

"You" and "Partner" mean the business registering to list services.

These terms, together with the **Partner Code of Conduct** and the **category annex** applicable to your services, form our agreement. Where an annex is stricter, the annex applies.

2. How the relationship works

2.1 SynKafrika contracts with the customer. Your role is to deliver the service you have listed.

2.2 You are an independent contractor. Nothing here creates a partnership in law, joint venture, employment or agency between us.

2.3 You remain fully responsible for the safe, lawful and competent delivery of your services, and for your staff, drivers, crew, guides and subcontractors.

2.4 You may not bind SynKafrika or make representations on our behalf.

3. Before you can list

You must provide, and keep current:

- Evidence of business registration
- Every licence, permit and certification required for your category
- **Valid insurance appropriate to your activity**, covering paying customers
- Details and photographs of the vehicles, properties, vessels or experiences you list
- Driver, crew or guide details and qualifications where applicable
- Your rates, availability and service terms
- Bank details in the name of your registered business

We verify before you go live. We may inspect any vehicle, property, vessel or experience before activation and at any time afterwards, with or without notice.

You must tell us within 48 hours if any licence, permit, certification or insurance lapses, is suspended, revoked or materially changed.

4. Your listings, rates and availability

4.1 You set your own rate. We do not set or cap it, except that some categories operate within defined tiers and standards set out in your annex.

4.2 Availability must be accurate. A service shown as available must be available.

4.3 Listings must be truthful. All descriptions, specifications and photographs must be accurate, current and of the actual service the customer will receive.

4.4 Price parity. You may not offer the same service at a lower price through your own channels or any other platform. If you do, we may suspend promotion of your listings or the listings themselves.

4.5 All charges must be disclosed at listing. Anything not recorded in your listing and shown to the customer before they pay **cannot be charged to the customer or claimed from us.**

4.6 You grant us a non-exclusive, royalty-free licence to use your name, marks, descriptions, photographs and video to list, market and promote your services. You confirm you own or are licensed to supply all of it.

5. Commission

5.1 No commission until 1 January 2027. For all bookings made and services delivered on or before **31 December 2026**, we charge **no commission, listing fee, subscription or platform participation fee of any kind**. You receive **100% of your rate**.

5.2 From 1 January 2027, commission applies to services delivered on or after that date:

Category	Standard	Founding Partner
Car rental — chauffeuré	20%	15%
Airport transfers and chauffeur services	20%	15%
Apartments and short-lets	18%	15%
Beach houses	22%	18%
Boat rides, cruises and marine	25%	20%
Experiences and tours	25%	20%

5.3 Commission is deducted from your rate. It is not added to the customer's price.

5.4 Founding Partner rates are permanent for the duration of your partnership where Founding Partner status has been confirmed to you in writing.

5.5 We may change standard commission rates on **90 days' written notice**. If you do not accept a change you may terminate under clause 11.2. This does not apply to Founding Partner rates.

5.6 Booking fee. We charge the customer a booking fee in addition to your rate. It is ours and is not part of your rate or your settlement.

6. Getting paid

6.1 The customer pays SynKafrika. **We settle with you weekly, after you have delivered the service.**

6.2 Settlement is paid via Paystack to the account you provide, which **must be in the name of your registered business**. We do not settle to personal accounts or third parties.

6.3 All bookings, confirmations and settlements are visible in your dashboard in real time.

6.4 **You must never request or accept payment directly from a customer** for a service booked through SynKafrika — in cash or otherwise.

6.5 We may withhold or adjust settlement for a booking where the service was not delivered, materially differed from the listing, is the subject of an unresolved customer complaint, is subject to a chargeback, or where you have breached clause 6.4. We will tell you in writing with reasons and give you a fair chance to respond first.

6.6 Raise settlement disputes with us in writing. **Never with the customer.**

7. Bookings

7.1 **A confirmed booking is a binding commitment.** You must deliver it.

7.2 Deliver exactly what was listed — the same vehicle, property, vessel or itinerary.

7.3 **Substitutions need our written approval in advance.** Where approved, the substitute must be of equal or better standard at no extra cost to the customer.

7.4 Do not overbook or accept a booking you cannot fulfil.

7.5 **Tell us immediately** if you may be unable to deliver a confirmed booking — not on the day, and never after the customer has arrived.

7.6 If you cancel or fail to deliver a confirmed booking for any reason other than genuine safety (clause 8.3) or an event outside your control, **you are responsible for the reasonable cost we incur sourcing a replacement.**

7.7 Respond to booking communications within the response time you have agreed with us.

8. Standards and safety

8.1 You must comply with the **Partner Code of Conduct** and your **category annex**, which form part of this agreement.

8.2 You must comply with all applicable law — safety, employment, tax, consumer protection and data protection.

8.3 **Safety.** Never deliver a service that cannot be delivered safely. **A decision to cancel or cut short a service on genuine safety grounds is never a breach of this agreement and is never held against you,** provided you tell us immediately.

8.4 **Incident reporting.** Report any injury, accident, near miss, security incident or interaction with authorities affecting a customer or booking **within one hour.**

8.5 Never permit anyone to operate a vehicle, vessel or activity under the influence of alcohol or drugs.

8.6 Never ask a customer for additional payment on the day. This is the fastest way to lose your partnership with us.

9. Customers belong to the platform

9.1 SynKafrica owns the customer relationship.

9.2 For any customer we introduce, you must not solicit direct or future bookings, offer a lower price to book directly, request payment outside the platform, market your own or anyone else's services to them, or disclose their details to anyone.

9.3 Clause 9.2 applies during our agreement and for **12 months** after it ends.

9.4 You may give a customer operational contact details for the sole purpose of delivering their booking.

10. Insurance, indemnity and liability

10.1 You must maintain, at your own cost, insurance appropriate to your category, including at minimum:

- **Public liability insurance** covering injury to and death of paying customers
- For vehicles, **motor insurance covering commercial passenger use**
- For marine, **marine passenger liability insurance** covering every activity you offer, including personal watercraft and towed activities
- For accommodation, **property and public liability insurance**
- Anything required by law or your licensing authority

10.2 Provide certificates before activation and on every renewal.

10.3 Never deliver a service when your required insurance is not in force. This is a material breach and we may terminate immediately.

10.4 You indemnify us against all claims, losses, damages, liabilities, costs and expenses arising from your delivery or failure to deliver a service; death or injury caused by your acts, omissions or negligence; your breach of this agreement, the Code of Conduct or an annex; your breach of any law or licensing requirement; inaccuracy in information you supply; infringement claims relating to material you supply; and the acts of your staff or subcontractors.

10.5 We are not liable to you for loss of profit, loss of business, or indirect or consequential loss. Except under clause 10.4, our total liability to you in any 12-month period will not exceed the greater of the commission we retained from you in that period or **■500,000**.

10.6 Nothing limits either party's liability for death or personal injury caused by negligence, for fraud, or for anything that cannot lawfully be limited.

11. Suspension and ending the agreement

11.1 Suspension. We may suspend your listings immediately where we reasonably believe there is a risk to customer safety, a lapse in insurance or licensing, or a serious breach. We will tell you why.

11.2 Either of us may end this agreement on 30 days' written notice.

11.3 Either of us may end it immediately where the other commits a material breach and does not fix it within **14 days** of written notice.

11.4 We may end it immediately, without notice, if you:

- deliver a service without required insurance or licensing
- knowingly deliver a service that is unsafe
- request additional payment from a customer for a booked service
- breach clause 9.2
- misrepresent a service, including through misleading photographs
- engage in or facilitate anything the Code of Conduct lists as grounds for immediate termination, including any form of child exploitation or human trafficking
- become insolvent or cease trading

11.5 When the agreement ends: confirmed future bookings must still be honoured unless we direct otherwise; we settle everything due for services delivered, subject to clause 6.5; your listings are removed; and clauses 9, 10, 12 and 15 survive.

11.6 Where we end the agreement under clause 11.4, we may withhold settlement for any affected booking and set off any loss we have incurred.

12. Customer data and confidentiality

12.1 Customer information is given to you **solely to deliver a booking**.

12.2 Do not store, retain, share, sell or use it for anything else, including marketing.

12.3 Delete it once it is no longer needed to deliver or account for the booking.

12.4 Comply with the Nigeria Data Protection Act 2023 and all other applicable data protection law.

12.5 Report any loss or unauthorised disclosure of customer information to us **immediately**.

12.6 Neither of us will disclose the other's confidential information, including rates, commission terms and commercial arrangements. This survives termination.

13. Changes to these terms

We may change these terms, the Code of Conduct or the annexes on **30 days' written notice**, except that changes required by law, regulation or customer safety take effect immediately on notice. If you do not accept a change you may end the agreement under clause 11.2.

14. Events outside our control

Neither of us is liable for failure to perform caused by events beyond reasonable control, including natural disaster, extreme weather, epidemic, war, civil unrest, terrorism, industrial action or government action. Tell the other as soon as you can and do what you reasonably can to limit the impact.

15. General and governing law

15.1 These terms, the Code of Conduct and your annexes are the entire agreement between us.

15.2 Order of precedence: these terms, then your annex, then the Code of Conduct.

15.3 You may not assign or subcontract your obligations without our written consent. We may assign to a group company or successor.

15.4 If any provision is unenforceable, the rest continues. Failure to enforce a provision is not a waiver.

15.5 Notices are given in writing to the email addresses on your partner account and are treated as received the next business day.

15.6 This agreement is governed by the laws of the **Federal Republic of Nigeria**. We will try in good faith to resolve any dispute by negotiation within **30 days**. Failing that, the courts of **Lagos State** have jurisdiction.

16. Contact

partnerships@synkafrica.com

SYNKKAFRICA GLOBAL LIMITED (RC 8708738)

1 Admiralty Road, Lekki, Lagos, Nigeria

Acceptance

By ticking the box below you confirm that:

- You have read and accept these Vendor Terms & Conditions, the SynKafrica Partner Code of Conduct, and the category annex applicable to your services.
- You are authorised to enter into this agreement on behalf of your business.
- All information and documentation you have provided is true, accurate and current.
- You hold, and will maintain, the licences and insurance required for every service you list.

Your acceptance is recorded with the date, time and account used.