

1. Introduction

Thank you for interacting with Bouquet! These Terms of Service (“Terms”) govern your use of the BTL Territories services, including any websites, mobile applications, devices, APIs, or artificial intelligence (“AI”) powered generative experiences that are operated by BTL Territories or its subsidiaries and affiliates (collectively, the “Services”), and are entered into by you and BTL Territories, a Ghanaian Registered Entity and its subsidiaries and affiliates (“Bouquet”). This Agreement applies to all visitors, users, and other parties who access the Services (each, hereafter, a “user”).

By using the Services, you agree to be bound by these Terms and acknowledge and agree to the collection, use, and disclosure of your personal information in accordance with BTL Territories Privacy Policy.

2. Description of Services

The Services include a technology platform that presents you with a monthly subscription-based solution that aggregates all monthly recurring expenses (products and services) with one payment and a set of one or more retailers (each a “Retailer”) virtual storefronts from which you can select products/services to be delivered to your location or, if available, for you to pick up at our pickup points. Depending on the Retailer from whom you purchase goods through the Services, picking and packing, and delivery services may be performed by third parties, which may include Retailer personnel, independent contractors, and third-party logistics providers (collectively, “Third Party Providers”).

3. Relationship with Third Party Providers

You acknowledge that BTL Territories does not supervise, direct, or control the performance of services provided by Third Party Providers, and that Third Party Providers are neither employed by, nor in any partnership or joint venture or agency relationship with, BTL Territories.

There are different packages for you to select from when making an order on BTL Territories. You will only be entitled to the items in the package you select. When you use the Services to place an order for goods or subscribe to a BTL Territories package, you authorize the purchase of those goods from the Retailers you select and, if you have selected delivery services, the delivery of those goods by Third Party Providers. Unless otherwise specified, you acknowledge and agree that BTL Territories and the Third Party Provider are collectively acting as your agents in the ordering, picking, packing, and/or delivery of goods purchased by you and that the Retailer—not the Third Party Provider and not BTL Territories—is the seller of the goods to you. You agree that your purchase is being made from the Retailer you have selected, that Retailer is the merchant of record, and that title to any goods passes to you when they are purchased at the applicable Retailer’s store.

You agree that BTL Territories or the applicable Retailer will obtain an authorization for your credit card, debit card, or other payment method on file with BTL Territories to cover the cost of the goods you have purchased from the Retailer and any separate BTL Territories fees and optional tips, and your payment method will be charged for the goods purchased by you and any applicable fees, taxes and/or tips.

You also acknowledge and agree that, except as expressly provided for otherwise in these Terms or a separate agreement between you and BTL Territories, BTL Territories does not form any employment or agency relationship with you and does not hold title to any goods that you order through the Services.

Unless otherwise indicated, all prices and other amounts are in the currency of the jurisdiction where the delivery takes place.

4. Accuracy of Information

Occasionally, there may be information on the Services that contains typographical errors, inaccuracies, or omissions that may relate to pricing, product descriptions, promotional offers, and product availability. BTL Territories reserves the right to correct any errors, inaccuracies, or omissions and to change or update information or refuse or cancel orders if any information on the Services is inaccurate at any time without prior notice (including after you have submitted your order and/or your payment method has been charged).

5. License to Use Services

BTL Territories grants you a limited, non-exclusive, non-transferable, and revocable license to use the Services for their intended purposes subject to your compliance with these Terms, BTL Territories Community Guidelines for Customers, and any other policies. You may not copy, modify, distribute, sell, or lease any part of the Services. Unless such restriction is prohibited by law or you have BTL Territories's written permission, you may not reverse engineer (including tracking the inputs and outputs flowing through our system or application in order to mimic or recreate the system or application) or attempt to extract the source code of the Services.

You may only access the Services through the interfaces that BTL Territories provides for that purpose (for example, you may not “scrape” or “data mine” the Services through automated means or “frame” any part of the Services), and you may not interfere or attempt to disrupt the Services.

You further agree that you will not use the Services or any information contained therein or obtained therefrom, including any output or other information derived from the Services, to directly or indirectly create, train, test, or improve any machine learning, large language, or artificial intelligence models, or similar or competing product, service, or technology (including for research purposes, open source, or other non-commercial use).

Some parts of the Services may allow you to upload or submit content (such as text, images, video, recipes, lists, links, and other materials). As between you and BTL Territories, you retain all rights in any content that you upload or submit, and are solely responsible for that

content. By uploading content, you represent and warrant that you either own it or are authorized to grant BTL Territories the rights described in these Terms. You are responsible and liable if any of your content violates or infringes the intellectual property or privacy rights of any third party.

You grant BTL Territories a non-exclusive, royalty-free, worldwide, transferable, sublicensable, perpetual license to use, store, publicly display, publicly perform, reproduce, modify, create derivative works from, or distribute any such content, and to use the content to train, test, or otherwise enhance our machine learning algorithms, for the purposes of operating, providing, and improving the Services. BTL Territories may, in its sole discretion, remove or take down any content that you upload or submit to the Services for any reason, including violation of these Terms, the BTL Territories Community Guidelines for Customers, or any other policies.

You may have the option of accessing the Services through downloadable software and this software may update itself automatically on your device. Some software, or portions of software, in the Services may be governed by open-source licenses. In that case, BTL Territories will make such licenses available to you and, in the case of conflict between such a license and these Terms, the open-source license will control but only with respect to the software, or portion of the software, to which it applies.

By using the Services, you represent and warrant that you are of legal age in the jurisdiction in which you reside to form a binding contract with BTL Territories. If you are using BTL Territories Services for its intended purposes on behalf of a business or other entity, you represent and warrant that you have the necessary authority to bind that business or entity to these Terms and that you are agreeing to these Terms on behalf of that business or entity.

In order to use the Services, you may need to create a user account. You agree that you are responsible for all conduct and transactions that take place on or using your account and that you will take precautions to keep your password and other account information secure. You also agree that you will comply with all applicable laws when accessing or using the Services, you will adhere to the BTL Territories Community Guidelines for Customers (which may be updated from time to time), and any other applicable policies, and you will respect those who you encounter in your use of the Services, including Third Party Providers, BTL Territories personnel, and individuals who support BTL Territories's Help Center. BTL Territories reserves the right to decline orders, refuse partial or full delivery, terminate or restrict access to accounts or Services, and/or cancel orders at any time in its sole discretion.

We're constantly modifying and improving the Services. BTL Territories may introduce new features, change existing features, or remove features from the Services at any time and without notice. If you provide BTL Territories with any feedback on or comments regarding the Services, you grant BTL Territories the right to use such feedback or comments for any purpose without restriction or payment to you.

If you have any requests for order cancellations, refunds, or returns, please visit your account to initiate such requests or review our Help Center articles for our policies regarding the same. Please note that once a shopper has begun shopping your order and/or delivery has begun, you may no longer have the option to reschedule or cancel the order. If we are able to

reschedule or cancel your order, you may be charged a fee and/or may not be refunded for items that have been purchased on your behalf.

If BTL Territories suspects or determines, in its sole discretion, any fraud, tampering, abuse, or violation of our Terms of Service in connection with your use of the Services (including but not limited to any order, refund, or use of an incentive or benefit), BTL Territories reserves the right to cancel the order, decline or reverse a refund, charge your card on file, revoke, cancel and/or terminate the incentive or benefit, or to take other remedial measures.

6. Communications

By creating a user account, you agree to accept and receive communications from BTL Territories or Third Party Providers, including via email, text message, calls, and push notifications to the cellular telephone number you provided to BTL Territories. You understand and agree that you may receive communications generated by automatic telephone dialing systems and/or which will deliver pre-recorded messages sent by or on behalf of BTL Territories, its affiliated companies, and/or Third Party Providers, including but not limited to communications concerning orders placed through your account on the Services. Message and data rates may apply. If you do not wish to receive promotional emails, text messages, or other communications, you may opt out of such communications at any time in Your Account Settings or by using the unsubscribe mechanism included in the message, where applicable

. If you do not wish to receive non-promotional communications, you may adjust your notification preferences in Your Account Settings. Please note that if you do not wish to receive all communications from BTL Territories or Third Party Providers, you may not use the Services.

7. Incentives and Referrals

BTL Territories may, in its sole discretion, make available promotions, referral programs, and/or other incentives (each an “Incentive”) for BTL Territories account holders to encourage positive user engagement, attract new customers, or enhance sales. Unless otherwise expressly stated in any Incentive Terms (defined below), any Incentive offered is a limited-time offer, subject to change at any time, and is valid only for the dates and purposes specified.

These Terms of Service shall govern any Incentive, unless BTL Territories notifies you otherwise in connection with the Incentive (“Incentive Terms”). BTL Territories may establish additional or different terms, conditions, and restrictions for any Incentive in the Incentive Terms, which shall be binding on you when you participate in the Incentive. Incentives are non-transferrable, have no cash value, and expire on the date specified in the Incentive Terms. To the extent permitted by law, BTL Territories may provide Incentives directly to customers, which shall be provided in the form of discounts, credits, and other promotional offers. BTL Territories reserves the right to limit the frequency and amount of Incentives to any customer in its sole discretion. BTL Territories reserves the right to modify or discontinue any Incentive or Incentive Terms at any time in its sole discretion, without prior notice or liability to you.

8. Content

You may have the option of accessing the Services through downloadable software and this software may update itself automatically on your device. Some software, or portions of software, in the Services may be governed by open-source licenses. In that case, BTL Territories will make such licenses available to you and, in the case of conflict between such a license and these Terms, the open-source license will control but only with respect to the software, or portion of the software, to which it applies.

By using the Services, you represent and warrant that you are of legal age in the jurisdiction in which you reside to form a binding contract with BTL Territories. If you are using BTL Territories Services for its intended purposes on behalf of a business or other entity, you represent and warrant that you have the necessary authority to bind that business or entity to these Terms and that you are agreeing to these Terms on behalf of that business or entity.

In order to use the Services, you may need to create a user account. You agree that you are responsible for all conduct and transactions that take place on or using your account and that you will take precautions to keep your password and other account information secure. You also agree that you will comply with all applicable laws when accessing or using the Services, you will adhere to the BTL Territories Community Guidelines for Customers (which may be updated from time to time), and any other applicable policies, and you will respect those who you encounter in your use of the Services, including Third Party Providers, BTL Territories personnel, and individuals who support BTL Territories's Help Center. BTL Territories reserves the right to decline orders, refuse partial or full delivery, terminate or restrict access to accounts or Services, and/or cancel orders at any time in its sole discretion.

We're constantly modifying and improving the Services. BTL Territories may introduce new features, change existing features, or remove features from the Services at any time and without notice. If you provide BTL Territories with any feedback on or comments regarding the Services, you grant BTL Territories the right to use such feedback or comments for any purpose without restriction or payment to you.

If you have any requests for order cancellations, refunds, or returns, please visit your account to initiate such requests or review our Help Center articles for our policies regarding the same. Please note that once a shopper has begun shopping your order and/or delivery has begun, you may no longer have the option to reschedule or cancel the order. If we are able to reschedule or cancel your order, you may be charged a fee and/or may not be refunded for items that have been purchased on your behalf.

If BTL Territories suspects or determines, in its sole discretion, any fraud, tampering, abuse, or violation of our Terms of Service in connection with your use of the Services (including but not limited to any order, refund, or use of an incentive or benefit), BTL Territories reserves the right to cancel the order, decline or reverse a refund, charge your card on file, revoke, cancel and/or terminate the incentive or benefit, or to take other remedial measures.

9. Warranty Disclaimer

BTL Territories provides the Services and any products sold through the Services on an “as is” and “as available” basis, without any representation or warranty of any kind, whether express, implied, statutory, or otherwise, including any implied warranty of merchantability, fitness for a particular purpose, title, or non-infringement, and any warranty arising out of course of dealing, course of performance, or usage of trade, all of which are expressly disclaimed. BTL Territories does not warrant that the Services will be uninterrupted, error-free, or completely secure.

10. Limitation of Liability

To the maximum extent permitted by applicable law, BTL Territories, its subsidiaries and affiliates, and their respective directors, officers, employees, agents, partners, suppliers, and content providers (collectively, the “BTL Territories Parties”) shall not be liable to you under any theory of liability—whether in contract, tort, negligence, warranty, or otherwise—for any indirect, consequential, incidental, punitive, or special damages or lost profits, even if BTL Territories or the other BTL Territories Parties have been advised of the possibility of such damages. In no event shall the aggregate liability of BTL Territories or the other BTL Territories Parties arising out of or relating to the use of the Services exceed the greater of one hundred United States dollars (\$100) or the amount you paid BTL Territories in the twelve (12) months prior to the event giving rise to the claim.

11. Indemnity

You agree to indemnify, defend, and hold harmless BTL Territories and its affiliates, and their respective officers, directors, employees, agents, licensors, and suppliers from and against any and all claims, liabilities, damages, losses, costs, expenses, fees (including reasonable attorneys’ fees), and costs that such parties may incur as a result of or arising from (a) your use of the Services (including any orders you place or products or services you purchase through the Services); (b) your violation of these Terms; (c) your violation of any applicable law or regulation; (d) your violation of any rights of another party; or (e) your content. BTL Territories reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate fully with BTL Territories in asserting any available defenses.

12. Governing Law and Dispute Resolution

These Terms shall be governed by and construed in accordance with the laws of Ghana without regard to its conflict of law principles. Any dispute, controversy, or claim arising out of or relating to these Terms, the Services, or your use of the Services (each, a “Dispute”) shall be resolved through binding arbitration conducted in accordance with the arbitration rules of the Ghana Arbitration Centre. The arbitration shall be conducted by a single arbitrator appointed in accordance with the rules of the Ghana Arbitration Centre, and the arbitration shall take place in Accra, Ghana. The arbitrator’s award shall be final and binding, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

Notwithstanding the foregoing, BTL Territories may seek injunctive or other equitable relief to protect its intellectual property rights in any court of competent jurisdiction.

13. Changes to these Terms

BTL Territories reserves the right to update or modify these Terms at any time, without prior notice, and such changes will be effective immediately upon being posted through the Services, except as otherwise set forth in this Section 13. In the event that the Terms are materially modified, notice of the revised Terms will be provided through the Services or by other means. Your continued use of the Services after any such changes constitutes your acceptance of the new Terms. If you do not agree to any of the updated Terms, you must stop using the Services.

14. Miscellaneous

These Terms, together with the Privacy Policy and any other policies or agreements expressly incorporated by reference into these Terms, constitute the entire agreement between you and BTL Territories with respect to the Services and supersede all prior or contemporaneous communications, agreements, and understandings, whether oral or written, with respect to the Services. If any provision of these Terms is held to be invalid or unenforceable, that provision will be enforced to the maximum extent permissible, and the remaining provisions of these Terms will remain in full force and effect. The failure of BTL Territories to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision. You may not assign or transfer these Terms or your rights or obligations under these Terms, in whole or in part, without BTL Territories's prior written consent. BTL Territories may assign these Terms or any of its rights or obligations under these Terms at any time without your consent. The section titles in these Terms are for convenience only and have no legal or contractual effect.

Contact Us

If you have any questions about these Terms, please contact us at:

BTL Territories Legal Team

Email: legal@btlterritories.com

Phone: +233 24 123 4567

Address: P.O. Box 123, Accra, Ghana