

FAC Storefront Terms of Service

Version 2026-09-06 — Draft for counsel review

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Status: Draft for counsel review. Binding once accepted in the brand studio.

These Storefront Terms (“Terms”) are between Fashion Accelerator Collective / Fashion Capital platform operators (“FAC”, “we”, “us”) and the brand entity that enables a public shop on FAC (“Brand”, “you”).

By enabling a storefront, you agree to these Terms. If you do not agree, do not enable your shop.

1. Eligibility and program

1.1 Storefront access is available to brands whose primary program is Fashion Accelerator. Fashion Capital brands receive funding tools only and do not receive a public shop under these Terms.

1.2 You represent that you have authority to bind the Brand, that product and business information you provide is accurate, and that you will keep bank and contact details current.

2. License to operate a shop

2.1 Subject to these Terms and FAC policies, FAC grants you a limited, non-exclusive, non-transferable license to operate a branded storefront on FAC infrastructure (including `/s/{slug}` and any approved custom domain).

2.2 FAC may change platform features, themes, checkout flows, and integrations. Material fee changes will be communicated with a new Terms version; continued use after the effective date constitutes acceptance when you re-enable or re-accept as prompted.

2.3 FAC does not guarantee uninterrupted availability, specific rankings in marketplace surfaces, or any sales volume.

3. Platform service fee

3.1 FAC charges a platform service fee on storefront sales. Unless otherwise configured for your Brand by FAC operations, the default fee is ten percent (10%) of product line totals on paid orders.

3.2 Shipping charges are not commissioned under the default fee model. FAC may update fee schedules; the fee shown in your earnings / wallet views is authoritative for a given order once captured.

3.3 You authorize FAC to deduct or invoice the platform fee before or as part of payouts. Failure to pay fees when due may result in suspension of payouts or of the storefront.

4. Pricing and catalog

4.1 You set selling prices. FAC may provide suggested pricing tools based on cost inputs you supply; suggestions are not advice and do not replace your judgment.

4.2 You are solely responsible for catalog accuracy (title, description, images, sizes, stock, and legal claims). Misleading listings may be unpublished or your shop suspended.

4.3 Prohibited or restricted goods (including illegal items, counterfeit goods, and products that violate Nigerian law or FAC policy) may not be listed. FAC may remove listings without prior notice where required for safety or compliance.

5. Orders, fulfillment, and customer care

5.1 You are responsible for inventory, packing, shipping, delivery timelines you advertise, returns, refunds you authorize, and customer communication for your orders.

5.2 You must honor orders you accept at the stated price and stock availability. Repeated cancellations, non-shipment, or customer complaints may lead to suspension.

5.3 Payment collection may be processed through FAC’s payment partners. Settlement timing depends on

payment provider and FAC wallet / payout processes.

6. Brand content and intellectual property

6.1 You retain ownership of your brand assets. You grant FAC a license to host, display, and promote your catalog and brand marks on FAC surfaces (storefront, marketplace, marketing related to your shop).

6.2 You warrant that you have rights to all content you upload and that it does not infringe third-party rights.

7. Data and privacy

7.1 Customer data collected through checkout is processed to fulfill orders and operate the platform. You may use order data only for fulfilling and supporting those orders and must not sell or misuse shopper personal data.

7.2 Both parties must handle personal data in line with applicable Nigerian data protection requirements and FAC's operational controls.

8. Suspension and termination

8.1 FAC may suspend or disable your storefront for policy breach, fraud or chargeback risk, unpaid fees, legal compulsion, or to protect shoppers and the platform.

8.2 You may disable your storefront at any time in studio settings. Disabling does not erase historical orders or fee obligations already incurred.

8.3 FAC ops may archive (suspend) a Brand in the internal console; archived brands should not operate a live shop.

9. Disclaimers and liability

9.1 The platform is provided "as is" within commercial reasonableness. FAC is not liable for indirect, incidental, or consequential damages, or lost profits, arising from storefront use.

9.2 To the maximum extent permitted by law, FAC's aggregate liability under these Terms for a claim relating to your storefront is limited to the platform fees paid by you to FAC for the three (3) months preceding the claim.

9.3 You will indemnify FAC against claims arising from your products, listings, fulfillment failures, and IP or consumer-law breaches attributable to you.

10. Governing law

10.1 These Terms are governed by the laws of the Federal Republic of Nigeria. Courts in Nigeria have exclusive jurisdiction, subject to any mandatory consumer protections that cannot be waived.

11. Versioning

11.1 The current version identifier is 2026-09-06. Accepting these Terms in the brand studio records that version and timestamp on your Brand record.

11.2 Counsel may revise this draft. When FAC publishes a new version, Brands may be required to accept again before enabling or keeping a live shop.