

OMENAI COLLECTORS TERMS AND CONDITIONS

Effective Date: October 7, 2025

About Omenai

At Omenai, we believe that art is more than expression - it's the heartbeat of a cultural and creative renaissance across Africa.

Our platform exists to bridge African creativity and the global art world, empowering collectors, artists, and galleries to connect through technology, transparency, and trust.

These Terms and Conditions (the "Agreement") outline the legal framework governing your use of the Omenai app and marketplace as a **Collector**.

By registering, accessing, or transacting on the Omenai platform ("Omenai," "we," "us," or "our"), you agree to be bound by this Agreement.

1. Definitions

- **"Collector"** means any individual or entity purchasing artworks through the Platform.
- **"Artist"** means any individual or collective listing artworks for sale.
- **"Gallery"** means any business entity or institution listing artworks for sale or exhibition.
- **"Artwork"** means any physical or digital art piece uploaded or sold via the Platform.
- **"Order"** means a confirmed transaction initiated by a Collector and accepted by an Artist or Gallery.
- **"User"** collectively refers to Collectors, Artists, and Galleries.

2. Eligibility and Compliance

2.1 Users must be at least 18 years old and legally able to enter binding agreements.

2.2 Collectors agree to comply with all applicable laws, regulations, and Omenai policies.

2.3 Omenai reserves the right to verify a Collector's identity before granting or maintaining access.

3. Orders and Payments

- 3.1 All accepted Orders must be paid for within twenty-four (24) hours of acceptance.
- 3.2 Orders not paid within this period are automatically cancelled.
- 3.3 All transactions are denominated in United States Dollars (USD) and processed through approved third-party payment providers.
- 3.4 Omenai may introduce a reasonable service or payment-processing fee in the future with at least thirty (30) days' notice.

4. Refunds and Returns

- 4.1 All sales are final except where expressly provided herein.
- 4.2 Refunds may only be granted in cases of:
 - (i) Damage sustained prior to delivery; or
 - (ii) Material misrepresentation of the Artwork.
- 4.3 Collectors must notify Omenai within seven (7) days of delivery to initiate a claim.
- 4.4 Omenai will review each claim and make a final determination at its sole discretion.
- 4.5 Return shipping costs are borne by the Collector unless otherwise specified by Omenai.

5. Shipping and Delivery

- 5.1 Collectors are responsible for shipping costs as quoted at checkout.
- 5.2 Omenai arranges and manages logistics for all deliveries.
- 5.3 Standard insurance covering loss or damage in transit (up to the declared value of the Artwork) is included within the shipping charge.
- 5.4 Collectors must inspect deliveries upon receipt and report damage within seven (7) days.
- 5.5 Ownership transfers to the Collector upon successful delivery.

6. Platform Use and Prohibited Conduct

- 6.1 Collectors may not:
 - a. Engage in fraudulent or deceptive transactions;
 - b. Upload false information or content violating intellectual property rights;
 - c. Use Omenai for money laundering, illegal sales, or unauthorized resale.
- 6.2 Omenai may suspend or terminate accounts for violations.

7. Intellectual Property

7.1 Collectors acknowledge that copyright in Artworks remains with the Artist or Gallery unless otherwise transferred in writing.

7.2 Omenai grants Collectors a limited, non-exclusive right to view and purchase Artworks via the Platform.

8. Limitation of Liability

8.1 Omenai shall not be liable for indirect, incidental, or consequential damages arising from use of the Platform, except in cases of gross negligence or willful misconduct.

8.2 In no event shall Omenai's aggregate liability exceed the amount paid by the Collector for the Artwork in dispute.

9. Indemnity

Collectors agree to indemnify and hold harmless Omenai, its affiliates, and personnel against any losses, claims, or damages arising from breach of these Terms or violation of law.

10. Termination and Account Management

10.1 Omenai may suspend or terminate accounts for breach of these Terms or applicable law.

10.2 Collectors may request account closure by contacting support@omenai.app.

10.3 Upon termination, Omenai may retain transaction records as required by law.

11. Governing Law and Dispute Resolution

11.1 This Agreement is governed by the laws of the State of Delaware, United States.

11.2 Mandatory consumer protection and data privacy laws in the Collector's jurisdiction (including GDPR, UK GDPR, and NDPR) shall also apply where relevant.

11.3 Disputes shall be resolved through binding arbitration in New York, United States, under the rules of the American Arbitration Association.

12. Amendments

Omenai may update these Terms from time to time. Material changes will be communicated via the Platform with at least thirty (30) days' notice. Continued use constitutes acceptance.

13. Contact Information

For questions or concerns regarding these Terms, please contact:

Omenai, Inc.

16192 Coastal Hwy, Lewes, DE 19958, USA

info@omenai.app | support@omenai.app | legal@omenai.app