



[www.byNigerians.com](http://www.byNigerians.com)

## ADVERTISEMENT TERMS & CONDITIONS

Effective Date: May 1, 2026

Last Updated: May 2026

### 1. ACCEPTANCE OF TERMS

1.1. These Advertisement Terms & Conditions ("Terms") govern the placement, display, and management of all advertising content ("Ads") on byNigerians.com, its mobile applications, newsletters, and associated digital properties (collectively, the "Platform").

1.2. By submitting advertising materials, making payment, or requesting campaign activation, you ("Advertiser," "you," or "your") agree to be bound by these Terms. If you do not agree, do not proceed with advertising on the Platform.

1.3. These Terms supplement our [Privacy Policy], [Editorial Policy], and [Website Terms of Use]. In the event of conflict, these Advertisement Terms shall prevail for advertising-related matters.

### 2. DEFINITIONS

TERM	MEANING
ADVERTISER	Individual, business, or agency purchasing advertising space on the Platform
CAMPAIGN	A scheduled set of Ads with defined placements, dates, and targeting
CREATIVE ASSETS	Ad banners, copy, images, videos, or other materials submitted for display
NGN RATE	Pricing in Nigerian Naira for advertisers billing from within Nigeria
USD RATE	Pricing in US Dollars for diaspora/international advertisers
PERFORMANCE METRICS	Impressions, clicks, CTR, engagement data, and other campaign analytics

### **3. ELIGIBILITY & ACCOUNT REQUIREMENTS**

3.1. Advertisers must be legally authorized to conduct business in their jurisdiction and comply with all applicable advertising, consumer protection, and data privacy laws.

3.2. International advertisers must provide valid business registration details and a verifiable contact address.

3.3. byNigerians.com reserves the right to request additional documentation (e.g., CAC registration, tax ID, proof of domain ownership) before activating campaigns.

3.4. Agencies acting on behalf of advertisers must provide written authorization and assume joint liability for compliance with these Terms.

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### **4. AD SUBMISSION & CONTENT POLICIES**

#### **4.1 Technical Specifications**

- File formats: JPG, PNG, GIF (animated GIFs ≤10 seconds loop)
- Maximum file size: 100KB per banner
- Recommended color profile: sRGB
- Fonts must be embedded or outlined
- Mobile-responsive designs strongly encouraged

#### **4.2 Content Guidelines**

All Ads must:

- Be truthful, non-misleading, and substantiated
- Respect Nigerian cultural values and diaspora sensitivities
- Comply with the Advertising Regulatory Council of Nigeria (ARCON) guidelines
- Include clear disclosures for sponsored/affiliate content where required

#### **4.3 Prohibited Content**

byNigerians.com will not publish Ads that:

- Promote illegal goods, services, or activities under Nigerian or international law
- Contain hate speech, discrimination, or incitement to violence
- Feature adult content, gambling (unless licensed), or unverified financial schemes
- Misrepresent affiliation with byNigerians.com, the Nigerian government, or traditional institutions

- Use clickbait, deceptive UI patterns, or malicious code
- Infringe third-party intellectual property rights

#### **4.4 Review & Approval**

- All Creative Assets undergo editorial review within 2 business days of submission.
  - byNigerians.com reserves the right to request revisions or reject Ads at its sole discretion.
  - Final approval is required before campaign launch. Revisions after approval may incur rescheduling fees.
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### **5. PRICING, PAYMENT & CURRENCY**

#### **5.1 Rate Structure**

- NGN Rates: Apply to advertisers with Nigerian business addresses, bank accounts, or tax IDs.
- USD Rates: Apply to diaspora/international advertisers.

#### **5.2 Payment Terms**

- Full payment is required before campaign launch, unless otherwise agreed in writing.
- Invoices are issued upon campaign confirmation and are payable within 24 hours.

#### **5.3 Accepted Payment Methods**

<b>REGION</b>	<b>METHODS</b>
<b>NIGERIA</b>	Bank transfer: BN Limited, First Bank XXXXXXXXXX
<b>INTERNATIONAL</b>	PayPal: XXXXXXXXXXXXXXXXXXXX

#### **5.4 Taxes & Fees**

- All prices exclude VAT (7.5%), withholding tax, or other applicable levies.
  - International Advertisers are responsible for remitting any taxes required in their jurisdiction.
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### **6. CAMPAIGN MANAGEMENT**

#### **6.1 Scheduling & Launch**

- Campaigns launch within 48 hours of payment confirmation and creative approval.
- Start dates are subject to inventory availability; byNigerians.com will propose alternatives if slots are unavailable.

## 6.2 Revisions & Changes

- Minor copy edits: Free, if requested ≥48 hours before launch.
- Creative replacements or placement changes: Subject to availability; may incur ₦17,250 / \$21 administrative fee.
- Date changes: Permitted once per campaign; subsequent changes incur 10% of campaign value.

## 6.3 Cancellation Policy

TIMING	REFUND
>14 DAYS BEFORE LAUNCH	100% refund (minus 5% processing fee)
7–14 DAYS BEFORE LAUNCH	75% refund
<7 DAYS BEFORE LAUNCH	No refund; credit may be issued for future use
AFTER LAUNCH	No refund; campaign may be paused (unused impressions credited)

## 6.4 Force Majeure

byNigerians.com is not liable for delays or failures due to events beyond reasonable control (e.g., server outages, regulatory changes, civil unrest, etc.). Affected campaigns will be rescheduled or credited proportionally.

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## 7. PERFORMANCE, REPORTING & DISCLAIMERS

### 7.1 Metrics & Reporting

- Standard reports include: Impressions, clicks, CTR, geographic distribution, device breakdown.
- Reports delivered within 5 business days post-campaign via email or dashboard.

### 7.2 Performance Disclaimer

- byNigerians.com guarantees ad delivery as scheduled but does not guarantee specific engagement, conversion, or sales outcomes.
- Metrics are sourced from Google Analytics 4 and server logs; minor discrepancies (<5%) may occur due to ad blockers, caching, or bot filtering.

### 7.3 Brand Safety & Placement

- Ads appear alongside editorial content consistent with byNigerians.com's mission. We do not place Ads next to content that violates our Editorial Policy.
- Advertisers may request category exclusions (e.g., "no political content") at time of booking.

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## 8. INTELLECTUAL PROPERTY & RIGHTS

8.1. Advertiser warrants that all Creative Assets are original or properly licensed and do not infringe third-party rights.

8.2. Upon full payment, byNigerians.com automatically receives a non-exclusive, royalty-free license to display, reproduce, and distribute the Ads solely for campaign delivery and promotional reporting.

8.3. Advertiser retains all ownership of Creative Assets. byNigerians.com retains ownership of Platform layout, audience data, and aggregated performance insights.

8.4. byNigerians.com may use campaign performance data (anonymized and aggregated) in media kits, case studies, or sales materials unless otherwise requested in writing.

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## 9. LIMITATION OF LIABILITY & INDEMNIFICATION

9.1. To the maximum extent permitted by Nigerian law, byNigerians.com's total liability for any claim arising from these Terms shall not exceed the total amount paid by Advertiser for the specific campaign in question.

9.2. byNigerians.com is not liable for:

- Indirect, consequential, or punitive damages
- Loss of profits, data, or business opportunities
- Third-party actions (e.g., ad fraud, click farms)

9.3. Advertiser agrees to indemnify and hold harmless byNigerians.com, BN Limited, its founders, directors, developers, and affiliates from any claims, losses, or expenses arising from:

- Breach of these Terms or applicable law
- Infringement of third-party rights by Creative Assets
- Misleading or unlawful content in Ads

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## 10. TERMINATION & SUSPENSION

10.1. byNigerians.com may suspend or terminate campaigns immediately if:

- Ads violate Section 4.3 (Prohibited Content)

- Payment is overdue by >14 days

- Advertiser engages in fraudulent activity or misrepresentation

10.2. Advertiser may terminate active campaigns with 7 days' written notice; unused impressions will be credited per Section 6.3.

10.3. Upon termination, all unpaid invoices remain due, and licenses granted under Section 8.2 cease.

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## **11. GOVERNING LAW & DISPUTE RESOLUTION**

11.1. These Terms are governed by the laws of the Federal Republic of Nigeria.

11.2. Disputes shall first be resolved through good-faith negotiation. If unresolved within 30 days, parties agree to mediation via the Lagos Court of Arbitration (LCA) before pursuing litigation.

11.3. The exclusive venue for legal proceedings shall be the High Court of Lagos State, Nigeria.

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## **12. PRIVACY & DATA PROTECTION**

12.1. byNigerians.com complies with the Nigeria Data Protection Regulation (NDPR) 2019 and applicable international standards.

12.2. Audience data shared with advertisers is aggregated and anonymized. No personally identifiable information (PII) is disclosed without explicit user consent.

12.3. Advertisers using tracking pixels or conversion tags must disclose data collection practices in their privacy policies and comply with NDPR/GDPR as applicable.

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## **13. AMENDMENTS & NOTICES**

13.1. byNigerians.com may update these Terms with 30 days' notice posted on the Platform. Continued use of advertising services constitutes acceptance.

13.2. Material changes (e.g., pricing structure, prohibited content) will be communicated via email to active advertisers.

13.3. Notices to Advertiser shall be sent to the email on file. Notices to byNigerians.com should be sent to:

[legal@byNigerians.com](mailto:legal@byNigerians.com)

Attn: Advertising Compliance Team

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## **14. MISCELLANEOUS**

14.1. Entire Agreement: These Terms, together with the Advertisement Rates, Rate Card/Media Kit and Editorial Policy, constitute the full agreement between parties.

14.2. Severability: If any provision is held unenforceable, the remainder shall remain in full effect.

14.3. Assignment: Advertiser may not assign rights under these Terms without prior written consent. byNigerians.com may assign in connection with a merger or acquisition.

14.4. Waiver: Failure to enforce any provision is not a waiver of future enforcement.

14.5. Contact: For questions about these Terms:

✉ [legal@byNigerians.com](mailto:legal@byNigerians.com)