

**CUSTOMER SERVICE POLICY**  
**OF**  
**INDEGO AFRICA PROJECT**  
**September 22, 2009**

SECTION 1. Purpose. Indego Africa Project (the “*Indego Africa*”) is committed to providing an unparalleled service experience for its wholesale and retail customers (“*Customers*”). This Customer Service Policy (the “*Policy*”) will outline how Indego Africa handles orders, processes payments, accurately and timely delivers products, conducts refunds and exchanges, safeguards customer information, and resolves disputes in the unlikely event that they arise.

SECTION 2. Applicability. This Policy applies to all customer orders for goods by sales order, mail, telephone, fax, or on the Internet (“*Orders*”). This Policy applies irrespective of how the merchandise is advertised, how the Customer pays, who initiates the contact or (except where indicated below) whether the Customer is a retail or wholesale Customer.

SECTION 3. General Guidance. This Policy seeks to incorporate, implement and generally comply with the Better Business Bureau’s Code of Online Business Practices (the “*BBB Code*”) and the U.S. Federal Trade Commission’s Mail or Telephone Order Merchandise Trade Regulation Rule (the “*FTC Rule*”). The Principles of the BBB Code are adopted by Indego Africa and read as follows:

**“Principle I: Truthful and Accurate Communications.**

Online advertisers should not engage in deceptive or misleading practices with regard to any aspect of electronic commerce, including advertising, marketing, or in their use of technology.

**Principle II: Disclosure.**

Online merchants should disclose to their customers and prospective customers information about the business, the goods or services available for purchase online, and the transaction itself.

**Principle III: Information Practices and Security.**

Online advertisers should adopt information practices that treat customers’ personal information with care. They should post and adhere to a privacy policy based on fair information principles, take appropriate measures to provide adequate security, and respect customers’ preferences regarding unsolicited email.

**Principle IV: Customer Satisfaction.**

Online merchants should seek to ensure their customers are satisfied by honoring their representations, answering questions, and resolving customer complaints and disputes in a timely and responsive manner.

**Principle V: Protecting Children.**

If online advertisers target children under the age of 13, they should take special care to protect them by recognizing children’s developing cognitive abilities.

SECTION 4. Ordering and Payments Policy. Indego Africa seeks to make payment systems as easy-to-use as possible for the Customer.

(A) **Retail Ordering and Payment Process**. A retail Customer may place an Order by

following the instructions indicated on the Indego Africa website (the “*Website*”) or by the representative of Indego Africa who takes the Order. The following apply to all retail Orders:

- (1). *Listed Retail Prices*. All prices quoted on the Website and on sales order forms for retail Customers are final retail prices unless otherwise indicated.
- (2). *Itemized List of Prices*. Prior to completion of any Order, Indego Africa will list out all prices, fees and costs to be collected in the specified currency (“*Total Price*”), including but not limited to:
  - (a). Price of the product being ordered;
  - (b). Sales tax (when applicable);
  - (c). Shipping and handling charges; and
  - (d). Expected taxes or other government-imposed fees collected by Indego Africa related to the Order.
- (3). *Retail Payment Methods*: Indego Africa accepts the following payments for retail Orders:
  - (a). Credit card through Google Checkout (on the Website or by e-mail invoice);
  - (b). Bank transfer through Google Checkout (on the Website or by e-mail invoice);
  - (c). Wire transfer for non-Website Orders (pre-paid in full);
  - (d). Cash or check for non-Website Orders (pre-paid in full); or
  - (e). Other payment processor stipulated by Indego Africa.
- (4). *Pre-Order Confirmation for Website Orders*. Prior to completion of an Order on the Website, Indego Africa will summarize the details of the Order and provide the Customer with an opportunity to confirm his or her desire to place the Order. The details to be provided in a confirmation will include:
  - (a). Quantity ordered;
  - (b). Total Price;
  - (c). Payment method; and
  - (d). Shipping method.
- (5). *Post-Order Confirmation for All Retail Orders*. Following completion of any retail Order, Indego Africa will send a further confirmation of the details of the retail Order by e-mail or, when no e-mail address is given, by regular mail or fax. The details to be provided in the post-Order confirmation are identical to those listed in Section 4(A)(4)(a)-(d) of this Policy.

**(B) Wholesale Ordering and Payment Process.** A wholesale Customer may place an Order by following the instructions indicated by a representative of Indego Africa. The following apply to all wholesale Orders:

- (1). *Listed Wholesale Prices*. Wholesale prices are offered to wholesale Customers upon request (by e-mail, regular mail or fax) or in person and are usually distinguished from retail prices in all materials, order forms or line sheets provided to wholesale Customers.
- (2). *Minimum Order*: Minimum orders will be reflected in order forms or line sheets

provided to wholesale Customers.

- (3). *Invoices.* In the normal course, invoices for payment will be issued upon shipment or personal delivery of the products to the wholesale Customer. For all Orders that meet the criteria set forth in Section 4(B)(6), an invoice will be issued 14 days prior to the estimated date that the products will be delivered to the shipper by Indego Africa.
- (4). *Wholesale Payment Methods:* Indego Africa accepts the following payments for wholesale Orders, in order of preference:
  - (a). Credit card through Google Checkout (by e-mail invoice);
  - (b). Wire transfer;
  - (c). Cash or check; or
  - (d). Other payment processor stipulated by Indego Africa.
- (5). *Payment Terms for Repeat Wholesale Customers.* All repeat wholesale Customers must pay the Total Price of the Order within 30 days of issuance of an invoice.
- (6). *Payment Terms for New Wholesale Customers or Large Orders.* For all Orders placed by new wholesale Customers or valued at more than \$600 (or equivalent in other currencies), the following payment policies will apply:
  - (a). if the wholesale Customer chooses to pay by any method other than a credit card, the wholesale Customer must pre-pay 50% of the Total Price of the Order within 10 days of receiving an invoice and pay the remaining 50% within 30 days of delivery of the products; or
  - (b). if the wholesale Customer chooses to pay by credit card, the wholesale Customer will be charged the Total Price upon shipment of the products.
- (7). *Credit Review of New Wholesale Customers.* In its discretion, Indego Africa may request that new wholesale Customers produce a letter of credit. For all new wholesale Customers, Indego Africa requires that the new wholesale Customer produce the following:
  - (a). a copy of its resale certificate, sales tax permit or equivalent government-issued certificate indicating that it is permitted to purchase at wholesale prices and charge sales tax; and
  - (b). a credit report of the new wholesale Customer.

**(C) General Ordering and Payment Policies.** The following provisions apply to both retail and wholesale Orders:

- (1). *Sales Order Form.* For Orders not on the Website, an Order usually will be considered placed upon the receipt of a fully completed sales order form by a representative of Indego Africa.
- (2). *Warranties:* Unless otherwise stated when the Order takes place, Indego Africa makes no guarantees, pledges or warranties for a particular purpose.
- (3). *Appearance on Bill.* Any payment to Indego Africa shall appear on the Customer's bill or statement from its credit card provider, bank or other paying entity as being paid to "IndegoAfrica", "IndegoAfric", "IndegoAf", "Indego" or "IAP", either in lower-case or upper-case letters.
- (4). *Product Appearance.* Because Indego Africa sells hand-made products of

particular craftsmanship, its products may contain natural or unique variations in color, shape, size and design. Indego Africa will attempt to keep such variations to an acceptable minimum.

- (5). *Product Availability.* Indego Africa will make clear to all Customers whether its products are in stock, must be commissioned or have long production times. Indego Africa pledges to have a reasonable basis for the estimated availability date for all out-of-stock items, if provided.
- (6). *Overdue Payments.* All overdue payments will be assessed a late fee of 2% of the Total Price per month.

(D) **Sample Distribution Policies.** Free samples of products will be made available to retailers at the discretion of Indego Africa. Indego Africa is more willing to provide free samples of smaller, lower cost items, than higher value products. Discretion will be exercised based on the size of the retailer or customer requesting a sample. Sample products will arrive in the mail in a minimum of three days. Retailers may be asked to contribute towards or cover shipping costs.

**SECTION 5. Shipping & Delivery Policy.** Indego Africa will comply with the following policies with respect to shipping and delivery:

- (A) **Shipping Method.** Indego Africa generally ships by United Postal Service (“UPS”) or United States Postal Service (“USPS”) ground service, unless otherwise requested by the Customer and approved by Indego Africa. When possible, Indego Africa will arrange for personal delivery.
- (B) **Shipping Processing Times.** For products that are in stock, shipment takes place within 1-2 business days of receiving an Order. For Orders that require commissioning or long production times, shipment will be made in accordance with the delivery date provided to the Customer either on the Website or by a Indego Africa sales representative. Expedited shipping can be arranged in advance at the Customer’s cost. Products should arrive in approximately 3-5 business days with standard shipping, and approximately 2 business days with expedited shipping, in addition to the necessary processing time.
- (C) **Delivery Estimates.** Indego Africa pledges to make clear to all Customers, and to have a reasonable basis for, the estimated delivery date for Orders. If delivery times are not known or estimated, Indego Africa will state that on its Website or sales materials made available to Customers. When delivery times are more definite, Indego Africa will provide such information in a follow-up e-mail.
- (D) **Late Delivery.** For Orders arriving later than the originally estimated delivery date, Indego Africa will notify the Customer of such delay in a notice as soon as possible after the new delivery date becomes definitely known (“Late Notice”). Customers will be given the opportunity to exercise (or not exercise) their right to confirm the new delivery date in writing or by electronic or verbal consent (a “Confirmation”) or to cancel the Order and receive a refund in accordance with Section 6(B) of this Policy. The Late Notice will be sent first by e-mail, then by phone, regular mail or fax in the discretion of Indego Africa. Within reason, Indego Africa shall bear the costs of communication (if any) incurred by the Customer to confirm or cancel the Order. The Late Notice shall provide a reason for the delay and explain all the provisions of this Section 5(D).
  - (1). *Less Than 30 Days Late.* For Orders that have a new delivery date less than 30 days after the original delivery date, a failure to respond or make a Confirmation

by the Customer within 12 days of sending the Late Notice will be treated as acceptance of the new delivery date.

(2). *More Than 30 Days Late.* For Orders that have a new delivery date more than 30 days after the original delivery date, a failure to respond or make a Confirmation by the Customer within 12 days of sending the Late Notice will be treated a rejection of the new delivery date and the Order shall be refunded automatically and in full.

(E) **Delivery Limitations.** If relevant, Indego Africa shall disclose any shipping, performance, or delivery limitations that are imposed, such as age or geographic location.

(F) **Unsuccessful Order Delivery.** All unclaimed, undeliverable or refused Orders will result in a 15% restocking fee, plus shipping charges, being charged to the Customer's account.

#### SECTION 6. Drop Shipping Policy.

(A) **Drop Ship Price.** Drop shipping will be available to retailers at 75% of the full retail price, plus shipping costs. If shipping costs are covered by the retailer, products may be made available for drop shipping at 70% of the full retail price at the discretion of Indego Africa.

(B) **Processing and Shipment Time.** Processing and shipping times will be equivalent to that of wholesale orders in Section 5(B).

(C) **Credit Review of Drop Shipping Customers.** In its discretion, Indego Africa may request that drop shipping customers provide their Federal Tax identification number and may request that the customer provide all information outlined in Section 4(B)(7).

#### SECTION 7. Returns and Cancellation Policy.

(A) **Returns.** If the Customer is not satisfied with any item for any reason, the Customer may return such item within 30 days after the item is received by the Customer. Absolutely no refunds, exchanges or credits will be given after 30 days.

(1). *Exchanges and Credits Upon Return.* The Customer is eligible for an exchange or credit against future purchases in the amount of the price of the item (including tax) if the item is returned to Indego Africa by mail. The package containing the returned item must be post-marked within 30 days of the delivery date to be eligible for exchange or credit. The Customer may choose to re-order the original item or order a different item up to the amount of the credit.

(2). *Refunds Upon Return.* The Customer is eligible for a full refund on the price of the item (including tax) only if the item is returned to Indego Africa by mail. The package containing the returned item must be post-marked within 15 days of the delivery date to be eligible for refund. Upon receipt of the returned item, the price of the item (including tax) will be refunded to the Customer:

(a). Within 7 days if by cash, check or wire transfer; or

(b). Within 15 days if by credit card.

(3). *Special Orders.* Any items specially ordered, made to particular parameters, tailored or otherwise meeting specifications specifically requested by the Customer will not be eligible for return.

(4). *Returns Process.* To make a return, the Customer should follow the process outlined below. Failure to follow this process may result in invalidating the Customer's claim for a refund, exchange or credit.

- (a). The Customer should package the items, preferably in the original packaging, and ship the items, using the shipping carrier most convenient for the Customer, to Indego Africa at the address specified by Indego Africa.
- (b). All items must be returned in the same condition as received by the Customer and may not be altered, tampered with or damaged.
- (c). All returns must include a copy of the original invoice in order for a refund, exchange or credit to be issued to the Customer's account.
- (d). Shipping fees are non-refundable and the Customer is responsible for all shipping and handling charges associated with returning the item, unless the Customer received an item in error.

**(B) Cancellations.**

- (1). Discretionary Cancellation by Indego Africa. Indego Africa may cancel an Order in its discretion in the following situations:
  - (a). For wholesale Customers, prior to issuing an invoice; or
  - (b). For all Customers, prior to sending a Late Notice when a Late Notice is required pursuant to Section 5(D).
- (2). Mandatory Cancellation by Indego Africa. Indego Africa will cancel an Order in the following situations:
  - (a). Customer does not respond to a Late Notice issued in the situation set forth in Section 5(D)(2) of this Policy; or
  - (b). Indego Africa determines that it will never be able to ship the Order.
- (3). Cancellations by Customer. Customer may cancel an Order at any time prior to shipment of the Order. Unless Indego Africa issues a Late Notice, a restocking fee of 8% will be applied to all Orders cancelled by the Customer after the issuance of an invoice.
- (4). Refund Upon Cancellation. Upon cancellation, the Customer is eligible for a full refund of the Total Price, which will be refunded to the Customer:
  - (a). Within 7 days if by cash, check or wire transfer; or
  - (b). Within 15 days if by credit card.

**SECTION 8. Damage Policy.**

**(A) Verifying Damages.** Damaged or short shipped items must be reported within 5 days of receipt of the Order. If the item is damaged, the Customer should keep the shipping carton and packaging materials for inspection by a representative of the shipper.

**(B) Refunds Upon Damages.** Upon confirmation of damage by Indego Africa or the shipper, the Customer shall be eligible for a refund in accordance with Section 7(B) (4).

**SECTION 9. Inquiries into Order.** Customers may make an inquiry into the status of their Order or any of the rights, requirements, processes or policies detailed in this Policy. To make such an inquiry, Customers should contact:

Customer Service  
 Indego Africa Project  
 507 Archwood Trail  
 Houston, TX

T: (713) 861-7133  
E: sales@indegofafrica.org

**SECTION 10. Privacy Policy & Security.** Indego Africa is committed to fully protecting the privacy rights of its Customers and ensuring the security of Customers' personal and payment information. Indego Africa has adopted a Donor Privacy Policy ("*Privacy Policy*") and will apply such Privacy Policy to protect Customers in the following way:

- (A) **Application and Substitution.** Customers shall have identical privacy rights as those provided to donors, and Indego Africa shall secure such privacy rights, in accordance with the Privacy Policy. The Privacy Policy will be applied to Customers and Orders in its entirety. For purposes of clarity and precision, when being applied to Customers and Orders, the text of the Privacy Policy should be read in the following way:
- a. Replace the words "donor" or "donors" with the words "Customer" or "Customers"; and
  - b. Replace the words "donation" or "donations" with the words "Order" or "Orders";
  - c. Replace the phrase "any donation or event-related forms, applications or registrations (whether online or otherwise)" in Section 1 of the Privacy Policy with the phrase "any Order or sales-related forms, applications, registrations, or other documents (whether online or through some other written, electronic or verbal submission)"; and
  - d. Replace the phrase "giving experience" in Section 9 of the Privacy Policy with the phrase "purchasing experience".
- (B) **Protecting Children.** Protecting the privacy of the very young is especially important. For that reason, Indego Africa never collects or maintain information on the Website from those Indego Africa actually knows are under 13 years of age, and no part of the Website is structured to attract anyone under 13 years of age.

**SECTION 11 Dispute Resolution Policy.**

- (A) **Generally.** Indego Africa will seek to resolve Customer complaints and disputes in a fair, timely, and effective manner. Indego Africa will provide an easy-to-find and understandable notice of how a Customer can successfully and meaningfully contact Indego Africa to expeditiously resolve complaints and disputes related to an Order.
- (B) **Resolution by Reference to Policy.** Disputes will be resolved primarily by applying the terms of this Policy, particularly Section 7 of this Policy.
- (C) **Third-Party Dispute Resolution.** In the future, Indego Africa may offer third-party dispute resolution services to its Customers. If such services are offered, Indego Africa will provide Customers with easy-to-find and understandable contact information for such third parties, including a link (or similar technology) to any third party sites used for such means. Such a third party will offer impartial, accessible, and timely arbitration that is free to Consumers or at a charge to Consumers that is not disproportionate to the value of the Order involved in the dispute.
- (D) **Choice of Law; Choice of Venue.** This Policy and all Orders, sales order forms, invoices, written communications and all other documents that may evidence a contract between Indego Africa and any Customer ("*Covered Documents*") shall be governed by and construed in accordance with the laws of the State of Texas. Indego Africa and any Customer irrevocably submit to the exclusive jurisdiction of the courts of the State of Texas and waive any objection to any proceedings in relation to the

Covered Documents in such courts, whether on the ground of venue or on the ground that such proceedings have been brought in an inconvenient forum.

SECTION 12. Availability of Policy. Indego Africa will make this Policy publicly available for viewing and download on the Website.

SECTION 13. Changes to Policy. If at some point in the future there is a change to this Policy or Indego Africa's customer service practices that affects Customers with outstanding Offers, a notification of the availability of a revised copy of this Policy will be provided to such Customers and representatives of Indego Africa will be made available to respond to any inquiries from such Customers. With respect to the general public, any changes to this Policy will be reflected in the date posted on this document and made available pursuant to Section 12 above.

SECTION 14. Acknowledgment of Policy. By submitting an Order to Indego Africa, Customers acknowledge that they have read this Policy, understand it, and agree to its terms, including how disputes will be resolved in accordance with Section 11 of this Policy.



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**IN WITNESS WHEREOF**, the undersigned, being the Secretary of Indego Africa Project does hereby certify that the foregoing is the customer service policy of said corporation, as adopted by unanimous consent in lieu of a meeting of the Board of Directors on \_\_\_\_\_, 2009.

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Name: Vadim Brusser

Title: Secretary