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1. Introduction

1.1. "My Bidhaa" operates as an e-commerce platform consisting of a mobile application ("marketplace"), together with supporting IT, logistics and payment infrastructure, for the sale and purchase of consumer products and services.

1.2. These general terms and conditions shall apply to buyers on the marketplace and shall govern your use of the marketplace and related services.

1.3. By using our marketplace, you accept these general terms and conditions in full. If you disagree with these general terms and conditions or any part of these general terms and conditions, you must not use our marketplace.

1.4. If you use our marketplace in the course of a business or other organizational project, then by so doing you:

1.4.1 Confirm that you have obtained the necessary authority to agree to these general terms and conditions;

1.4.2 Bind both yourself and the person, company or other legal entity that operates that business or organizational project, to these general terms and conditions; and

1.4.3 Agree that "you" in these general terms and conditions shall reference both the individual user and the relevant person, company or legal entity unless the context requires otherwise.

2. Registration and account

2.1 You may not register with our marketplace if you are under 18 years of age (by using our marketplace or agreeing to these general terms and conditions, you warrant and represent to us that you are at least 18 years of age).

2.2 If you register for an account with our marketplace, you may be asked to provide an email address/user ID, phone number and password and you agree to:

2.2.1 Keep your password confidential;

2.2.2 Notify us in writing immediately if you become aware of any disclosure of your password; and

2.2.3 Be responsible for any activity on our marketplace arising out of any failure to keep your password confidential, and you acknowledge that you may be held liable for any losses arising out of such a failure.

2.3. Your account shall be used exclusively by you and you shall not transfer your account to any third party. If you authorize any third party to manage your account on your behalf this shall be at your own risk.

2.4. We may suspend or cancel your account, and/or edit your account details, at any time in our sole discretion and without notice or explanation, providing that if we cancel any products or services you have paid for but not received, and you have not breached these general terms and conditions, we will refund you in respect of the same. See section 4 below for further information about refunds.

2.5. You may cancel your account on our marketplace by contacting us

3. Terms and conditions of sale

3.1. You acknowledge and agree that:

3.1.1. The marketplace provides an online location for buyers to purchase products;

3.2.1 The price for a product will be as stated in the relevant product listing;

3.2.2 The price for the product includes all taxes and comply with applicable laws in force from time to time;

3.2.3 Delivery charges or any other ancillary costs and charges, where applicable, will only be payable by the buyer if this is expressly and clearly stated in the product listing; and delivery of digital products may be made electronically;

4. Returns and Refunds

Return conditions

From the day after the customer signs the product (order status is Completed), the product can be returned within 7 business days after the product is guaranteed to be in good condition; after this period, we will not accept the return.

Supported reasons for return:

Return of	Description	Note
Defective products	Due to product defects or damage upon arrival at the buyer.	Defect or damage means that the product is severely deformed when it arrives at the buyer, or the internal product is damaged or cannot be used normally.
Doesn't match product description	The product quality doesn't meet the expectations or does not match the description on the APP.	1. The product description should truly reflect the product characteristics; 2. The product picture and description should be accurate, which can truly reflect the product color and attributes.
Wrong product	The goods and additional items within orders delivered to the customer are not the same product as the customer's purchase on the app.	
Missing parts or product	We did not ship all products or did not send all the components (As explained from the product details)	1. Before sending, make sure you've packed all the items in the "purchased product list"; 2. If there are bonus gifts, make sure they are also packaged together.
Counterfeit products	Infringe on the trademark rights of other brands and mislead customers to make them authentic.	
Damaged Product	The parcel was damaged or the inside product has been damaged before signing	

Unsupported reasons for return:

Description	Details	Product example
Special types products does not support aftersale service	Products are not support aftersale due to consumer subjective reasons	Office supplies, products near the expiration date/defective products.
Not supported after unpacking	Products are not support aftersale due to consumer subjective reasons, at same time product is not in good	The sealed package is intact (if any), the bottle cap of the product is not opened, etc.

	condition like the outer packaging of the product has been opened, missing accessories, damaged appearance, etc.	
Not supported after use	Products are not support aftersale due to consumer subjective reasons, at same time product is not in good condition like product that is incomplete, such as the product has been activated, lack of accessories, or appearance damage, water damage are not applicable for 7 days no reasons to return.	Such as books

Product integrity standards:

- The customer shall ensure that the returned product are complete, and maintain the original quality, function, no damage, mal-operation, anti-counterfeiting
- The outer packaging of the product is an integral part of the product, and should be complete when returned, without serious damage or contamination.
- “Outer packaging” means: the original packaging of the manufacturer (minimum sales unit), and does not include the packaging of the secondary packaging by the seller or the logistics service provider.
- “Sealing” means that the outer packaging of the product is sealed by the manufacturer (sealing) or integral plastic (tight) packaging.

5. Payments

Payment in Advance only is acceptable.

- Full payment before the delivery of product(s) is required either by M-PESA or Visa Card.

6. Shipping Policy

- The delivery time starts from the day you place your order to the day one of our delivery associates makes a first attempt to deliver to you.

* Only one attempt will be done for delivery

- Goods ordered and paid for, will be delivered within 24 -72 hours depending on the destination as stipulated by the customer .
- Business days are from Monday to Friday, and do not include weekends or public holidays. For example an order placed on Monday will arrive between Tuesday and Wednesday. The same order placed on Friday would arrive between Saturday and Monday the following week.

7. Copyright and trademarks

7.1 'My Bidhaa' logos and our other registered and unregistered trademarks are trademarks belonging to us; we give no permission for the use of these trademarks, and such use may constitute an infringement of our rights.

7.2 The third party registered and unregistered trademarks or service marks on our application are the property of their respective owners and we do not endorse and are not affiliated with any of the holders of any such rights and as such we cannot grant any license to exercise such rights.

8. Data privacy

8.1 Buyers agree to the processing of their personal data in accordance with the terms of My Bidhaa's Privacy Notice and Cookie Notice.

8.2 My Bidhaa shall process all personal data obtained through the marketplace and related services in accordance with the terms of our Privacy Notice and Cookie Notice and Privacy Policy.

9. My Bidhaa's role as a marketplace

9.1 You acknowledge that:

9.1.1 My Bidhaa facilitates a marketplace for buyers

9.1.2 We shall at all times remain exclusively liable for the products on the marketplace; and

9.1.3 In the event that there is an issue arising from the purchase of a product on the marketplace, the buyer should seek recourse from us of the product.

9.2 We do not warrant or represent that the marketplace will operate without fault; or that the marketplace or any service on the marketplace will remain available during the occurrence of events beyond My Bidhaa's control (force majeure events) which include but are not limited to; flood, drought, earthquake or other natural disasters; hacking, viruses, malware or other malicious software attacks on the marketplace; terrorist attacks, civil war, civil commotion or riots; war, threat of or preparation for war; epidemics or pandemics; or extra-constitutional events or circumstances which materially and adversely affect the political or macro-economic stability of the territory as a whole.

9.3 We reserve the right to discontinue or alter any or all of our marketplace services, and to stop publishing our marketplace, at any time in our sole discretion without notice or explanation; and you will not be entitled to any compensation or other payment upon the discontinuance or alteration of any marketplace services, or if we stop publishing the marketplace. This is without prejudice to your rights in respect of any unfulfilled orders or other existing liabilities of My Bidhaa.

9.4 If we discontinue or alter any or all of our marketplace in circumstances not relating to force majeure, we will provide prior notice to the buyers of not less than fifteen (15) days with clear guidance on the way forward for the pending transactions or other existing liabilities of My Bidhaa.

10. Limitations and exclusions of liability

10.1 Nothing in these general terms and conditions will:

10.1.1 Limit any liabilities in any way that is not permitted under applicable law; or

10.1.2 exclude any liabilities or statutory rights that may not be excluded under applicable law

10.2 The limitations and exclusions of liability set out in this section 10 and elsewhere in these general terms and conditions:

10.2.1 are subject to section 10.1; and

10.2.2 govern all liabilities arising under these general terms and conditions or relating to the subject matter of these general terms and conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in these general terms and conditions.

10.3 In respect of the services offered to you free of charge we will not be liable to you for any loss or damage of any nature whatsoever.

10.4 Our aggregate liability to you in respect of any contract to provide services to you under these general terms and conditions shall not exceed the total

amount paid and payable to us under the contract. Each separate transaction on the marketplace shall constitute a separate contract for the purpose of this section 10.4.

10.5 Notwithstanding section 10.4 above, we will not be liable to you for any loss or damage of any nature, including in respect of:

10.5.1 any losses occasioned by any interruption or dysfunction to the application;

10.5.2 any losses arising out of any event or events beyond our reasonable control;

10.5.3 any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill;

10.5.4 any loss or corruption of any data, database or software; or

10.5.5 any special, indirect or consequential loss or damage.

10.6 We accept that we have an interest in limiting the personal liability of our officers and employees and, having regard to that interest, you acknowledge that we are a limited liability entity; you agree that you will not bring any claim personally against our officers or employees in respect of any losses you suffer in connection with the marketplace or these general terms and conditions (this will not limit or exclude the liability of the limited liability entity itself for the acts and omissions of our officers and employees).

11. Indemnification

11.1 You hereby indemnify us, and undertake to keep us indemnified, against:

11.1.1 any and all losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by us to any third party in settlement of a claim or dispute) incurred or suffered by us and arising directly or indirectly out of your use of our marketplace or any breach by you of any provision of these general terms and conditions or the My Bidhaa codes, policies or guidelines; and

11.1.2 any VAT liability or other tax liability that we may incur in relation to any sale, supply or purchase made through our marketplace, where that liability arises out of your failure to pay, withhold, declare or register to pay any VAT or other tax properly due in any jurisdiction

12. Breaches of these general terms and conditions

12. 1 If we permit the registration of an account on our marketplace it will remain open indefinitely, subject to these general terms and conditions.

12.2 If you breach these general terms and conditions, or if we reasonably suspect that you have breached these general terms and conditions or any of My Bidhaa codes, policies or guidelines in any way we may:

12.2.1 temporarily suspend your access to our marketplace;

12.2.2 permanently prohibit you from accessing our marketplace;

12.2.3 block computers using your IP address from accessing our marketplace;

12.2.4 contact any or all of your Internet service providers and request that they block your access to our marketplace;

12.2.5 suspend or delete your account on our marketplace; and/or

12.2.6 commence legal action against you, whether for breach of contract or otherwise.

12.3 Where we suspend, prohibit or block your access to our marketplace or a part of our marketplace you must not take any action to circumvent such suspension or prohibition or blocking (including without limitation creating and/or using a different account).

13. No waiver

13.1 No waiver of any breach of any provision of these general terms and conditions shall be construed as a further or continuing waiver of any other breach of that provision or any breach of any other provision of these general terms and conditions.

14. Severability

14.1 If a provision of these general terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect

14.2 If any unlawful and/or unenforceable provision of these general terms and conditions would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

15. Assignment

15.1 You hereby agree that we may assign, transfer, sub-contract or otherwise deal with our rights and/or obligations under these general terms and conditions.

16. Third party rights

16.1 A contract under these general terms and conditions is for our benefit and your benefit, and is not intended to benefit or be enforceable by any third party.

16.2 The exercise of the parties' rights under a contract under these general terms and conditions is not subject to the consent of any third party.

17. Law and jurisdiction

17.1 These general terms and conditions shall be governed by and construed in accordance with the laws of the territory.

17.2 Any disputes relating to these general terms and conditions shall be subject to the exclusive jurisdiction of the courts of the territory.