

Terms and Conditions

1. Introduction:

1.1 JUMIA SHARE ONLINE South Africa (Pty) Ltd (“JUMIA share online” or “we”) operates an e-commerce platform consisting of a website and mobile application (“platform”), together with supporting logistics and payment infrastructure, Help merchants increase sales and praise rate, and improve merchant’s shopping page ranking

1.2 These general terms and conditions shall apply to Members and merchants on the platform and shall govern your use of the platform and related services.

1.3 By using our platform, 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 platform.

1.4 If you use our platform 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 platform if you are under 18 years of age (by using our platform 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 You may register for an account with our platform by completing and submitting the registration form on our platform.

2.3 You represent and warrant that all information provided in the registration form is complete and accurate.

2.4 If you register for an account with our platform, you will be asked to provide an email address/user ID and password and you agree to:

2.4.1 keep your password confidential;

2.4.2 notify us in writing immediately (using our contact details provided at section 23) if you become aware of any disclosure of your password; and

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

2.5 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.

2.6 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.

2.7 You may cancel your account on our platform by contacting us as provided at section 24

3. Merchant and conditions of Task

3.1 JUMIA share online provides Provide services to businesses and Member task rebate products

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

3.3 the price for the product must include all taxes and comply with applicable laws in force from time to time;

4.Special event

4.1 From time to time We may release, at our sole discretion, Coupons that may be used on the platform, which We will send to you by email. We accept no liability for errors in the email address of the coupon recipient. You do not have a right to a Coupon.

4.2 In the event of fraud, an attempt at deception or in the event of the suspicion of other illegal activities in connection with a Coupon purchase on the Site, we are entitled to close your Account and/or require a different means of payments.

5. Rules about your content

5.1 In these general terms and conditions, "your content" means:

5.1.1 all works and materials (including without limitation text, graphics, images, audio material, video material, audio-visual material, scripts, software and files) that you submit to us or our platform for storage or publication, processing by, or onward transmission; and

5.1.2 all communications on the platform, including product reviews, feedback and comments.

5.2 Your content, and the use of your content by us in accordance with these general terms and conditions, must be accurate, complete and truthful.

5.3 Your content must be appropriate, civil and tasteful, and accord with generally accepted standards of etiquette and behaviour on the internet, and must not:

5.3.1 be offensive, obscene, indecent, pornographic, lewd, suggestive or sexually explicit;

5.3.2 depict violence in an explicit, graphic or gratuitous manner; or

5.3.3 be blasphemous, in breach of racial or religious hatred or discrimination legislation; be deceptive, fraudulent, threatening, abusive, harassing, anti-social, menacing, hateful, discriminatory or inflammatory;

5.3.4 cause annoyance, inconvenience or needless anxiety to any person;

5.3.5 or constitute spam.

5.4 Your content must not be illegal or unlawful, infringe any person's legal rights, or be capable of giving rise to legal action against any person (in each case in any jurisdiction and under any applicable law). Your content must not infringe or breach:

5.4.1 any copyright, moral right, database right, trademark right, design right, right in passing off or other intellectual property right;

5.4.2 any right of confidence, right of privacy or right under data protection legislation;

5.4.3 any contractual obligation owed to any person; or

5.4.4 any court order.

5.5 You must not use our platform to link to any website or web page consisting of or containing material that would, were it posted on our platform, breach the provisions of these general terms and conditions.

5.6 You must not submit to our platform any material that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.

5.7 The review function on the platform may be used to facilitate buyer reviews on products. You shall not use the review function or any other form of communication to provide inaccurate, inauthentic or fake reviews.

5.8 You acknowledge that all users of the platform are solely responsible for interactions with other users and you shall exercise caution and good judgment in your communication with users. You shall not send them personal information including credit card details.

5.9 We may periodically review your content and we reserve the right to remove any content in our discretion for any reason whatsoever.

5.10 If you learn of any unlawful material or activity on our platform, or any material or activity that breaches these general terms and conditions, you may inform us by contacting us as provided at section 24.

6. Use of website and mobile applications

6.1 In this section 8 words “platform” and “website” shall be used interchangeably to refer to Zando’s websites and mobile applications.

6.2 You may:

6.2.1 view pages from our website in a web browser;

6.2.2 download pages from our website for caching in a web browser;

6.2.3 print pages from our website for your own personal and non-commercial use, providing that such printing is not systematic or excessive;

6.2.4 stream audio and video files from our website using the media player on our website; and use our platform services by means of a web browser;

6.2.5 subject to the other provisions of these general terms and conditions.

6.3 Except as expressly permitted by section 8.2 or the other provisions of these general terms and conditions, you must not download any material from our website or save any such material to your computer.

6.4 You may only use our website for your own personal and business purposes in respect of selling or purchasing products on the platform.

6.5 Except as expressly permitted by these general terms and conditions, you must not edit or otherwise modify any material on our website.

6.6 Unless you own or control the relevant rights in the material, you must not:

6.6.1 republish material from our website (including republication on another website);

6.6.2 sell, rent or sub-license material from our website;

6.6.3 show any material from our website in public;

6.6.4 exploit material from our website for a commercial purpose; or

6.6.5 redistribute material from our website.

6.7 You may forward links to products on our website and redistribute our newsletter and promotional materials in print and electronic form to any person.

6.8 We reserve the right to suspend or restrict access to our website, to areas of our website and/or to functionality upon our website. We may, for example, suspend access to the website during server maintenance or when we update the website. You must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on the website.

6.9 You must not:

6.9.1 use our website in any way or take any action that causes, or may cause, damage to the website or impairment of the performance, availability, accessibility, integrity or security of the website;

6.9.2 use our website in any way that is unethical, unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;

6.9.3 hack or otherwise tamper with our website;

6.9.4 probe, scan or test the vulnerability of our website without our permission;

6.9.5 circumvent any authentication or security systems or processes on or relating to our website;

6.9.6 use our website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software;

6.9.7 impose an unreasonably large load on our website resources (including bandwidth, storage capacity and processing capacity);

6.9.8 decrypt or decipher any communications sent by or to our website without our permission;

6.9.9 conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our website without our express written consent;

6.9.10 access or otherwise interact with our website using any robot, spider or other automated means, except for the purpose of search engine indexing;

6.9.11 use our website except by means of our public interfaces;

6.9.12 violate the directives set out in the robots.txt file for our website;

6.9.13 use data collected from our website for any direct marketing activity (including without limitation email marketing, SMS marketing, telemarketing and direct mailing); or

6.9.14 do anything that interferes with the normal use of our website

7. Copyright and trademarks

7.1 Subject to the express provisions of these general terms and conditions:

7.1.1 we, together with our licensors, own and control all the copyright and other intellectual property rights in our website and the material on our website; and

7.1.2 all the copyright and other intellectual property rights in our website and the material on our website are reserved.

7.2 JUMIA share online's 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.

7.3 The third party registered and unregistered trademarks or service marks on our website 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 processing of their personal data in accordance with the terms of Zando's Privacy and Cookie Notice.

8.2 JUMIA share online shall process all personal data obtained through the platform and related services in accordance with the terms of our Privacy and Cookie Notice and Privacy Policy.

8.3 Sellers shall be directly responsible to buyers for any misuse of their personal data and Zando shall bear no liability to buyers in respect of any misuse by sellers of their personal data.

9. Due diligence and audit rights

9.1 We operate an anti-money laundering compliance program and reserve the right to perform due diligence checks on all users of the platform.

9.2 You agree to provide to us all such information, documentation and access to your business premises as we may require:

9.2.1 in order to verify your adherence to, and performance of, your obligations under this Agreement;

9.2.2 for the purpose of disclosures pursuant to a valid order by a court or other governmental body; or

9.2.3 as otherwise required by law or applicable regulation.

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 13 and elsewhere in these general terms and conditions:

10.2.1 are subject to section 13.1; 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 platform shall constitute a separate contract for the purpose of this section 9.4.

10.5 Notwithstanding section 9.4 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 website;

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 platform 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).

10.7 Our platform includes hyperlinks to other websites owned and operated by third parties; such hyperlinks are not recommendations. We have no control over third party websites and their contents, and we accept no responsibility for them or for any loss or damage that may arise from your use of them.

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 platform or any breach by you of any provision of these general terms and conditions or the JUMIA share online 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 platform, 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 platform 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 Zando codes, policies or guidelines in any way we may:

12.2.1 temporarily suspend your access to our platform;

12.2.2 permanently prohibit you from accessing our platform;

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

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

12.2.5 suspend or delete your account on our platform; 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 platform or a part of our platform 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. Entire agreement

13.1 These general terms and conditions and the JUMIA share online codes, policies and guidelines (and in respect of sellers the seller terms and conditions) shall constitute the entire agreement between you and us in relation to your use of our platform and shall supersede all previous agreements between you and us in relation to your use of our platform.

14. Variation

14.1 We may revise these general terms and conditions, the seller terms and conditions, and the JUMIA share online codes, policies and guidelines from time to time.

14.2 The revised general terms and conditions shall apply from the date of publication on the platform.

15. No waiver

15.1 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.

16. Severability

16.1 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.

16.2 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.

17. Assignment

17.1 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.

17.2 You may not without our prior written consent assign, transfer, sub-contract or otherwise deal with any of your rights and/or obligations under these general terms and conditions.

18. Third party rights

18.1 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.

18.2 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.

19. Law and jurisdiction

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

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

20. Our company details and notices

20.1 The platform is operated by Jade E-Services South Africa (Pty) Ltd. We are registered in South Africa under registration number 2011/128056/07, and our registered office is at South Africa You can contact us by using our platform contact form. Our physical address is: 1st Floor, 97 Durham Avenue, Salt River 7925, Cape Town, South Africa,

20.2 You consent to receive notices electronically from us. We may provide all communications and information related to your use of the platform in electronic format, either by posting to our website or application, or by email to the email address on your account. All such communications will be deemed to be notices in writing and received by and properly given to you.