

Terms & Conditions

READ THESE TERMS CAREFULLY BEFORE BROWSING THIS WEBSITE. YOUR CONTINUED USE OF THIS WEBSITE INDICATES THAT YOU HAVE BOTH READ AND ACCEPT THESE TERMS. YOU CANNOT USE THIS WEBSITE IF YOU DO NOT ACCEPT THESE TERMS. ALL SECTIONS OF THESE TERMS ARE APPLICABLE TO ALL USERS UNLESS THE SECTION EXPRESSLY STATES OTHERWISE.

Clause 1: Introduction

- 1.1 - The website www.asilimarketplace.co.ke is operated and/or owned by Asili Marketplace registered under the company Apyson Ventures (hereinafter referred to as "Asili Marketplace", "we", "our", or "us"). The Terms herein are entered into by and between Asili Marketplace and the User. Any reference to "Asili Marketplace", "we", "our", or "us" shall include our employees, officers, directors, representatives, agents, shareholders, affiliates, subsidiaries, holding companies, related entities, advisers, sub-contractors, service providers, and suppliers.
- 1.2 - These terms, including any document incorporated by reference herein, including, but not limited to the Privacy Policy (collectively, the "Terms"), apply to any User who uses any one or more of the Services, accesses, refers to, views, and/or downloads any information or material made available on the Website for whatever purpose (hereinafter referred to as "User", "you" or "your").
- 1.3 - Accessing and/or use of the Website after the Effective Date will signify that you have read, understand, accept, and agree to be bound, and are bound, by the Terms, in your individual capacity and for and on behalf of any entity for whom you use the Website. Further, you represent and warrant that you have the authority to do so and that you are a Competent Person (as defined in the Protection of Personal Information Act, 4 of 2013, as amended).
- 1.4 - To the extent permitted by applicable law, we may modify the Terms with prospective effect without prior notice to you, and any revisions to the Terms will take effect once a popup on the Website, advising of the update, has been agreed to by a User. Such modifications will require acceptance by you prior to your continued use of the Website, and shall thereby be construed as your consent to the amended or updated Terms. Your only remedy, should you not agree to these Terms, is to refuse acceptance of the amended or updated Terms, thereby preventing your use of this Website.

Clause 2: Your Agreement to These Terms

- 2.1 - Subject to, and on the basis of a User's acceptance of the Terms, we grant to you a limited, revocable, non-transferable license to access and use the Website in accordance with the various policies and agreements which may govern such use and access.

Clause 3: Description of Our Services

- 3.1 - The Website enables you to shop for and purchase Kenyan-made goods, including fashion, food, crafts, technology, health and beauty products, textiles, plants, juakali products, furniture, and more.

Clause 4: Registration Process

- 4.1 - Users may order and purchase Goods through the Website.
- 4.2 - In order to register as a User you will, through the Registration Process, be prompted to provide login details as well as submit certain Personal Information as contained in the Privacy Policy.
- 4.3 - The provisions pertaining to the processing of your Personal Information are set out more fully in our Privacy Policy.
- 4.4 - In the event of a User being of the view that their login details are being used by someone else, please contact us immediately at support

Clause 5: Purchase of Goods

- 5.1 - The Goods selected by the User for purchase, together with the individual price thereof, shall be reflected in the User's Cart. The price of each of the Goods shall automatically be tallied in the Cart, as a total, which total shall be inclusive of VAT to the extent that we are registered for VAT.
- 5.2 - The cost of delivery of the Goods shall also be included in the total comprising the User's Cart.
- 5.3 - We shall endeavor to present all product attributes via pictures where visible, enabling the customer to purchase the product "as is".

Clause 6: Payment

- 6.1 - Payment may be made in one of the following manners:
 1. M-Pesa: Pay bill number and account number provided on the website.

Clause 7: Delivery of Goods

- 7.1 - The Goods shall be delivered to the User through the services of a courier of our selection:
 - 7.1.1 - The Goods shall be delivered to the User at the address selected during the payment process.
 - 7.1.2 - The Goods shall be delivered, where possible, on a Business Day, but this shall depend on the courier company.
- 7.2 - The Goods shall be made available for collection by the User within a period of 3-7 days after the order was placed on the Website.
- 7.3 - We shall endeavor to have the Goods delivered to you as soon as reasonably possible; however, we shall not be held liable for any late deliveries attended to.

Clause 8: Copyright

- 14.1 - Asili Marketplace and the contents of the Website are the property of Asili Marketplace owned by Apyson Ventures, unless specified otherwise, and are protected by Kenyan and international copyright laws. Furthermore, the compilation (meaning the collection, arrangement, and assembly) of all content on the Website and/or the Services is our property, unless credit is attributed to the author thereof, and is, likewise, protected by Kenyan and international copyright laws.

Cancellation Policy

1. Order Cancellation

- 1.1 - Before delivery - Timeframe: Customers can cancel their orders within 12 hours of placing the order without any charges.

2. Refunds

- 2.1 - Pre-delivery Cancellations Processing Time: Refunds for pre-delivery cancellations will be processed within 3-5 business days from the date of cancellation. Method: Refunds will be issued to the original payment method used during the purchase.

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- 2.2 - Post-delivery Cancellations Processing Time: For eligible post-delivery cancellations, refunds will be processed within 3-5 business days after the returned product is received and inspected. Method: Refunds will be issued to the original payment method or as store credit, depending on the customer's preference.

4. Exceptions

- 4.1 - Damaged or Defective Items Reporting: If the received item is damaged or defective, customers must report the issue immediately after receiving. Resolution: We will provide a replacement or issue a full refund upon verification.
- 4.2 - Incorrect Items Reporting: If the wrong item was shipped, customers must report the issue within 48 hours of delivery. Resolution: We will arrange for the return of the incorrect item and ship the correct item at no additional cost.

5. Money Back Policy

- 1 - Claim refunds if orders haven't been delivered, are missing, or arrive with product issues (e.g., defective, incorrect, damaged, etc.).