

# Dibdaa Limited

**Suite 400, 229 Yonge Street, Toronto, Ontario M5B 1N9 Canada.**

## **Sales Agreement & Terms and Conditions.**

Last updated: October 21, 2019

These Terms and Conditions ("Terms", "Terms and Conditions") govern your relationship with [www.Dibdaa.com](http://www.Dibdaa.com) website and Dibdaa mobile application (the "Service") operated by Dibdaa Limited ("Dibdaa", "us", "we", or "our").

Please read these Terms and Conditions carefully before using our website and Dibdaa mobile application (the "Service").

Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Service.

By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms, then you may not access the Service.

Please note: DIBDAA will only be collecting the monthly subscription payments for use of the website space by the sellers, this may vary month by month depending on the number of items / spaces listed/used as well as the final sales value of items sold.

## **Purchases**

**Please note Dibdaa is a portal bringing buyers and sellers together. Dibdaa do not collect payments on behalf of the seller as well as own the products being sold. Please ensure you have all the details needed to make an informed decision before your purchase.**

If you wish to purchase any product or service made available through the Service ("Purchase"), you may be asked to supply certain information relevant to your Purchase including, without limitation, your billing address, and your shipping information.

You represent and warrant that: (i) you have the legal right to use any credit card(s) or other payment method(s) in connection with any Purchase; and that (ii) the information you supply to us is true, correct and complete.

By submitting such information, you grant us the right to provide the information to third parties for purposes of facilitating the completion of Purchases.

We reserve the right to refuse or cancel your order at any time for certain reasons including but not limited to: product or service availability, errors in the description or price of the product or service, error in your order or other reasons.

We reserve the right to refuse or cancel your order if fraud or an unauthorised or illegal transaction is suspected.

Please note when items are purchased on the Dibdaa portal, the system will generate an order on behalf of the seller with details of the purchase. Once the payment is made, a confirmation notice

will be sent to the customer via email within 24 hours of receipt of payment. The cardholder must retain a copy of transaction records and DIBDAA policies and rules.

## **Availability, Errors and Inaccuracies**

We are constantly updating our offerings of products and services on the Service. The products or services available on our Service may be mispriced, described inaccurately, or unavailable, and we may experience delays in updating information on the Service and in our advertising on other web sites.

We cannot and do not guarantee the accuracy or completeness of any information, including prices, product images, specifications, availability, and services. We reserve the right to change or update information and to correct errors, inaccuracies, or omissions at any time without prior notice.

## **Contests, Sweepstakes and Promotions**

Any contests, sweepstakes or other promotions (collectively, "Promotions") made available through the Service may be governed by rules that are separate from these Terms. If you participate in any Promotions, please review the applicable rules as well as our Privacy Policy. If the rules for a Promotion conflict with these Terms, the Promotion rules will apply.

## **Subscriptions - Dibdaa Premium (coming soon)**

When Dibdaa Premium is launched, some parts of the Service are billed on a subscription basis ("Subscription(s)"). You will be billed in advance on a recurring and periodic basis ("Billing Cycle"). Billing cycles are set either on a monthly or annual basis, depending on the type of subscription plan you select when purchasing a Subscription.

At the end of each Billing Cycle, your Subscription will automatically renew under the exact same conditions unless you cancel it or Dibdaa cancels it. You may cancel your Subscription renewal at anytime, either through your online account management page or by contacting Dibdaa customer support team and giving one (1) months notice. As fees are charged at the end of the month any fees charged at the end of the month and not in advance there will be no refund on previous months fees or fees charged up to the time of cancelation.

A valid payment method, including credit card or PayPal, is required to process the payment for your Subscription. You shall provide Dibdaa with accurate and complete billing information including full name, address, state, zip code, telephone number, and a valid payment method information. By submitting such payment information, you automatically authorize Dibdaa to charge all Subscription fees incurred through your account to any such payment instruments.

Should automatic billing fail to occur for any reason, Dibdaa will issue an electronic invoice indicating that you must proceed manually, within a certain deadline date, with the full payment corresponding to the billing period as indicated on the invoice.

## **Free Trial - Dibdaa Premium (coming soon)**

Dibdaa may, at its sole discretion, offer a Subscription with a free trial for a limited period of time ("Free Trial").

You may be required to enter your billing information in order to sign up for the Free Trial.

If you do enter your billing information when signing up for the Free Trial, you will not be charged by Dibdaa until the Free Trial has expired. On the last day of the Free Trial period, unless you cancelled your Subscription, you will be automatically charged the applicable Subscription fees for the type of Subscription you have selected.

You may cancel your trial at any time by giving one (1) month's written notice. Please note no fees will be charge during the trial period and once cancelled in advance no fees will be charged in the future.

At any time and without notice, Dibdaa reserves the right to (i) modify the terms and conditions of the Free Trial offer, or (ii) cancel such Free Trial offer.

## **Fee Changes**

Dibdaa, in its sole discretion and at any time, may modify the Subscription fees for the Subscriptions. Any Subscription fee change will become effective at the end of the then-current Billing Cycle.

Dibdaa will provide you with a reasonable prior notice of any change in Subscription fees to give you an opportunity to terminate your Subscription before such change becomes effective.

Your continued use of the Service after the Subscription fee change comes into effect constitutes your agreement to pay the modified Subscription fee amount.

All fees and subscriptions are chargeable in \$ "Canadian Dollars" and payment methods include cash, PayPal, MasterCard, Visa, PayTabs & PayIt. Seller subscriptions are processed via our online gateway partner Telr. The cardholder must retain a copy of transaction records and DIBDAA policies and rules.

## **Refunds**

Each Seller using the Dibdaa Portal will indicate their refund policy, please make note of this and the requirements. As items are not sold by Dibdaa or funds collected on behalf of the seller all sales are between the Seller and Buyer. Please check if the seller has any specific policies.

Between Seller and the portal, At the end of the month an invoice will be generated by the system for the use of the portal for listing items. The Seller will have 5 days to review this and the fees will automatically be deducted using the payment method of choice. Should there be any disputes or questions arise after this period, refunds will be made onto the **original mode of payment** and will be processed within 10 to 20 days depends on the issuing bank of the credit card.

Except when required by law, paid Subscription fees are non-refundable.

## **Content**

Our Service allows you to post, link, store, share and otherwise make available certain information, text, graphics, videos, or other material ("Content"). You are responsible for the Content that you post to the Service, including its legality, reliability, and appropriateness.

By posting Content to the Service, you grant us the right and license to use, modify, publicly perform, publicly display, reproduce, and distribute such Content on and through the Service. You retain any and all of your rights to any Content you submit, post or display on or through the Service

and you are responsible for protecting those rights. You agree that this license includes the right for us to make your Content available to other users of the Service, who may also use your Content subject to these Terms.

You represent and warrant that: (i) the Content is yours (you own it) or you have the right to use it and grant us the rights and license as provided in these Terms, and (ii) the posting of your Content on or through the Service does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person.

Products that we consider are potentially harmful (including, for example, to the health and safety of individuals) may require you to provide additional warranties to us to continue to allow their sale via the Site. Specific Applicable Laws in the Elected Country may apply to the sale of such Products and it is your responsibility to adhere to such laws. Liabilities incurred for not following relevant health and safety requirements and/or selling Products which are harmful to individuals or any Persons property will be at your sole risk and cost. We reserve the right to reject Products that fall under our prohibited item list, as amended from time to time.

## **Accounts**

When you create an account with us, you must provide us information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of your account on our Service.

You are responsible for safeguarding the password that you use to access the Service and for any activities or actions under your password, whether your password is with our Service or a third-party service.

You agree not to disclose your password to any third party. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trade mark that is subject to any rights of another person or entity other than you without appropriate authorization, or a name that is otherwise offensive, vulgar or obscene.

## **Copyright Policy**

We respect the intellectual property rights of others. It is our policy to respond to any claim that Content posted on the Service infringes the copyright or other intellectual property infringement ("Infringement") of any person.

If you are a copyright owner, or authorized on behalf of one, and you believe that the copyrighted work has been copied in a way that constitutes copyright infringement that is taking place through the Service, you must submit your notice in writing to the attention of "Copyright Infringement" of [copyright@dibdaa.com](mailto:copyright@dibdaa.com) and include in your notice a detailed description of the alleged Infringement.

You may be held accountable for damages (including costs and attorneys' fees) for misrepresenting that any Content is infringing your copyright.

## **Intellectual Property**

The Service and its original content (excluding Content provided by users), features and functionality are and will remain the exclusive property of Dibdaa and its licensors. The Service is

protected by copyright, trademark, and other laws of both the Canada and foreign countries. Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of Dibdaa.

## **Links To Other Web Sites**

Our Service may contain links to third-party web sites or services that are not owned or controlled by Dibdaa.

Dibdaa has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that Dibdaa shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such web sites or services.

We strongly advise you to read the terms and conditions and privacy policies of any third-party web sites or services that you visit.

## **Termination**

We may terminate or suspend your account immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms.

Upon termination, your right to use the Service will immediately cease. If you wish to terminate your account, you may simply discontinue using the Service.

## **Limitation Of Liability**

In no event shall Dibdaa, nor its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the Service; (ii) any conduct or content of any third party on the Service; (iii) any content obtained from the Service; and (iv) unauthorized access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

## **Disclaimer**

Your use of the Service is at your sole risk. The Service is provided on an "AS IS" and "AS AVAILABLE" basis. The Service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance.

Dibdaa its subsidiaries, affiliates, and its licensors do not warrant that a) the Service will function uninterrupted, secure or available at any particular time or location; b) any errors or defects will be corrected; c) the Service is free of viruses or other harmful components; or d) the results of using the Service will meet your requirements.

## **Governing Law**

These Terms shall be governed and construed in accordance with the laws of Canada, without

regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements we might have between us regarding the Service.

We will not trade with or provide any services to OFAC and sanctioned countries.

## Changes

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material, we will try to provide at least 30 days notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our Service after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, please stop using the Service.

## Contact Us

If you have any questions about these Terms, please contact us.

Terms and Conditions of [www.Dibdaa.com](http://www.Dibdaa.com)

**This agreement has been digitally signed,  
and does not require a physical signature.**

Agreed & Digitally Signed by:

**Anushka Garnier** of Canada Nationality

On April 29, 2020, from IP 216.154.63.168 in Canada.