Xuldime General Terms of Use and Contracting

*Version 1.0*



**Prepared by XULDIME Team**

*Development date: 21st January 2025*

These general terms of use and contracting (hereinafter, the “General Terms”) apply to the mobile applications and website of Xuldime XPE. (hereinafter, “Xuldime”), whose domain is [https://xuldime.com](https://xuldime.com/), as well as to all its related sites or sites linked from [https://xuldime.com](https://xuldime.com/) by Mr Laban Jemba representing 'Xuldime' (trade name for Infomania Africa Limited)', (hereinafter and collectively, the “Site”). The site belongs to Xuldime, represented by Mr. Laban Jemba. Xuldime hereby makes the Site and mobile applications (hereinafter, jointly, the “APP”) available to users (hereinafter, the “User” or “Users”).

In accordance with the provisions of the applicable legislation, the following identification details of the site owner are provided below:

* Company name: Infomania Africa Limited - T/A Xuldime - represented by Mr.Laban Jemba
* Registered address: Ground Floor, 38 Kyadondo Road, Nakasero.
* Office address: Level 4, AHA Towers, Loudel Road, Nakasero, Kampala, Uganda
* Tax Identification Number: 10000488548
* Help desk Line: +256 752 692502/ +256 782 544200

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1. **Object**

The Xuldime Software as a Service [**SaaS**] **Digital payments and logistics platform is an** Academic and Welfare Management System that enables a seamless digital student affairs management including academic performance tracking, drop shipping of school requirements including books, scholastic materials and other personal effects.

The main activity is the development and management of the technology platform through which certain product manufacturers, suppliers and or local stores (hereinafter, the “Merchants”) in the select territories can offer their products and/or services on the APP and, in an ancillary manner, where applicable and if so requested through the APP by the Users of the APP and consumers of the said manufactures, suppliers and or local stores, act as an intermediary in the planned or immediate delivery of the products by third parties (hereinafter, the “Mandataries”). Mandataries are thus a network of people who offer their services through the APP. When they wish to provide their services, they log onto the Xuldime APP and undertake to carry out within a certain amount of time the service entrusted to them by the User.

Xuldime’s role is that of a mere intermediary and, therefore, its sole responsibility and task is to manage the APP that facilitates the contact between User, Merchant, and Mandatary. Xuldime is in no way responsible for the products and or services offered through the APP as per Section 11 on Responsibilities and Warranties.

By accessing the Site and/or the APP and voluntarily creating a profile, all Users, Merchants and Mandataries acknowledge and expressly and unambiguously agree to these General Terms, as well as to the Privacy Policy and the Cookie Policy available online. Any User, Merchant and/or Mandatary who does not agree with the said General Terms and/or Policies shall refrain from using them.

**2. User Access and Registration**

**2.1. Basic Requirements for Registration**

In order to be a User of the APP, it is essential that you meet the following requirements:

* Users must be at least 18 years of age.
* Users must truthfully complete the mandatory fields of the registration form requesting personal details such as the User’s name, e-mail address, Mobile phone number etc.
* Users must carefully read these General Terms when accessing the APP. Further, acceptance of the General Terms is an essential step to be taken before registration.

Once all requirements are fulfilled and registration on the APP is completed, Xuldime will provide the User with the registration confirmation, together with any other information necessary in accordance with the law applicable.

All Users who may be classified under the applicable law as “consumers” benefit and are protected by all relevant consumer protection laws and regulations when using the APP.

**2.2. Users’ Profile and Responsibilities**

When registering on the APP, Users must choose a username and password. Both the username and the password are strictly confidential, personal and non-transferable. In order to increase the security of accounts, Xuldime recommends that Users do not use the same login credentials as on other platforms. In any case, Xuldime does not guarantee the security of the account or profile.

In order to complete their registration on the APP, Users must provide certain details, such as: username, e-mail address, Mobile phone number, Mobile Money Account number and bank card details, among others. Once they have completed the registration process, all Users will be able to access, complete and edit their profile as they deem appropriate. Xuldime does not store users’ payment data, which shall be processed and stored by the payment service provider as described in these General Terms and in the Privacy Policy.

The User warrants that all the information regarding his/her identity and capacity provided to Xuldime in the registration forms for the APP is true, accurate and complete. In addition, Users undertake to keep their details up to date. If a User provides any false, inaccurate or incomplete information or if Xuldime considers that there are well founded reasons to doubt the truthfulness, accuracy or integrity of such information, Xuldime may deny that User current or future access to, and use of, the APP or any of its contents and/or services.

Users undertake not to disclose the details of their account or allow access thereto to third parties. Users shall be solely responsible for any use of such details or of the services of the Site that may be made by third parties, including the statements and/or contents entered on the APP, or for any other action carried out under their username and/or password. Xuldime cannot guarantee the identity of registered Users, and it will therefore not be liable for the use by unregistered third parties of a registered User’s identity. Users undertake to inform Xuldime immediately, using the communication channels made available by Xuldime, if their credentials are stolen, disclosed or lost.

**2.3. User’s obligations and responsibilities**

Users are fully responsible for the proper use of, and access to, their profile and other APP contents in accordance with the current legislation, be it national or international, of the Country from which they are using the APP, as well as with the principles of good faith, morals, generally accepted customs and public order. Specifically, they undertake to diligently comply with these General Terms of Use.

Users are the sole owners of the content entered by them on the APP. Xuldime may not be deemed to have editorial responsibility, and it expressly states that it does not identify with any opinions that may be issued by Users of the APP, whose consequences shall be the sole responsibility of their issuers.

Users shall refrain from using their profile and other APP contents for illegal purposes or with illegal results that harm third-party rights and interests or that may in any way damage, disable, affect or impair the APP and its contents and services. In addition, they are prohibited from hindering other Users’ normal use or enjoyment of the APP.

Any persons who breach the above obligations shall be liable for any loss or damage caused by them. Xuldime will accept no liability for any consequences, loss or damage that may arise from such illegal use or access by third parties.

In general, Users undertake, by way of example without limitation:

* To refrain from altering or modifying the APP, in full or in part, by bypassing, disabling or in any other way tampering with, its functions or services;
* To refrain from infringing industrial and intellectual property rights or the personal data protection legislation;
* To refrain from using the APP to insult, defame, intimidate or harass other Users or attack their image;
* To refrain from accessing other Users’ email accounts;
* To refrain from introducing computer viruses, corrupted files or any other software that may cause damage or alterations to Xuldime’s or third parties’ contents or systems;
* To refrain from sending mass and/or recurring emails to a number of people, or from sending third parties’ e-mail addresses without their consent;
* To refrain from advertising goods or services without Xuldime’s prior consent.
* Any User may report another User if he/she believes that the latter is in breach of these General Terms. Similarly, any User may inform Xuldime of any abuse or infringement of these terms through the Help desk line. Xuldime will check such reports as soon as possible and will take any steps that it may deem appropriate, reserving the right to remove and/or suspend any User from the APP for breach of these General Terms. Furthermore, Xuldime reserves the right to remove and/or suspend any message with illegal or offensive content without the need for a prior warning or subsequent notification.

**2.4. User reviews**

Xuldime may collect reviews of Users relating to certain Merchants and/or the products or services offered by them. Xuldime reserves the right to publish the said reviews in the APP and make them available for any other User, identifying them by the first name of the User who has left the review, all in accordance with Xuldime’s Privacy Policy.

The Users will be asked through the APP to provide the said review, only in the case that they have placed an order via the APP to the relevant Merchant. The provision will, nevertheless, be completely voluntary for the User who may or may not submit it. By submitting a review, the User accepts its collection and publication, if that is the case, by Xuldime.

Length of the reviews may be limited by a certain number of characters. In addition, the User commits to leave relevant reviews only, and which are in no way offensive, abusive, untrue, discriminatory, etc either for the Merchant or for any other User or Mandatary. Xuldime reserves the right to filter the reviews according to section 8 of these General Terms and to remove any review that is not compliant with these General Terms or that may be considered offensive or contrary to the law and public order.

**2.5. Credit Card Theft or Appropriation**

Since Xuldime cannot guarantee the identity of registered Users, Users are under an obligation to inform Xuldime if they have evidence that the credit card associated with their Xuldime profile has been stolen and/or is being fraudulently used by a third party. Xuldime , together with payment service provider, will make its best efforts to block further payments when duly informed by the User; however,  Xuldime will not be liable for any fraudulent use thereof that may be made by third parties on the User’s account and it is neither obliged to make any investigation on the fraudulent use of the Users’ payment methods by third parties nor to block any suspicious transaction. Xuldime suggests that Users report any theft, robbery or suspected misuse of their credit card to the police. If necessary, Xuldime undertakes to assist Users and cooperate with the competent authorities as may be necessary to provide reliable evidence of the wrongly applied charge.

In the event of fraud, Xuldime reserves the right to take any appropriate action if it has been detrimentally affected by the misuse of the APP.

**2.6. De-registration and cancellation of Users’ accounts**

Users may voluntarily deregister from the APP contacting the Help desk line Section of the APP.

In addition, Xuldime reserves the right to suspend and/or cancel any Users’ accounts in the APP in the case that it takes notice that it has stopped complying with all basic requirements for registration as well as in case of reasonable suspicion of fraudulent or illicit use, including the use of the User account in a manner which is contrary to these General Terms.

**3. Operation of the Service & Service Models**

Xuldime, as a multi-category Technology Platform allows Users who are duly registered in the APP to place different types of orders. By accessing the APP, the Users may buy products and/or services directly from the Merchants and, ancillarily, request  the collection and subsequent delivery of the product, by the Mandataries,  from the Merchants’ addresses to the address pre-established by the User (hereinafter, the “Merchants model”), provided that they are within the territory in which Xuldime operates.

**3.1. The Merchants model**

Through the Merchants model the Users have access to the marketplace available in the APP and may acquire the products and/or services therein offered by those Merchants who have signed an agreement with Xuldime. Additionally, the User may request via the APP the delivery of the acquired products by any Mandatary available and who accepts the order to any address within the area covered by the relevant Merchant and Mandatary.

The User is aware, and accepts, that the descriptions and, where applicable, the prices or photographs of the products and/or services available on the APP, are provided based on the information and documents supplied by the Merchants, and that Xuldime is therefore unable to provide any guarantees against any possible inaccuracies in such descriptions, prices and/or photographs. Xuldime reserves the right to withdraw any product from its APP, as well as to modify the contents of its information sheet at any time, without thereby incurring any liability of any kind.

The User accepts that all the products appearing on the Xuldime APP are subject to availability and, in this regard, accepts the possibility that, while carrying out the order, the product and/or service may be found not to be available at the establishment.

The User accepts that Xuldime is, in no way responsible, for the quality and/or characteristics of the products or services offered by the Merchants and/or by the Mandataries, who are professionals dedicated to the provision of the products or services offered through the APP. The Merchants and/or the Mandataries are, similarly, responsible for the obtention of any licence or permit that may be legally required for the provision and offer of the said goods or services and, by offering them through the APP, the Merchants and/or Mandataries declare to have duly obtained them.

**3.5. General provisions.**

The services made available to Users through the APP, regardless of the model, will be carried out only in case the following conditions are met at the time of payment:

* The service requested by the User must be operative during the chosen time slot.
* The products/services purchased, the goods to be delivered must be in one of the cities, and within the available area, in which Xuldime operates.
* The product(s) ordered cannot exceed the following size: 40 cm x 40 cm x 30 cm\*
* The maximum weight of a single order will be approximately 9 kg\*

\*The above-mentioned size and weight will not apply in the case of vehicles capable of accommodating such volumes.

Users are solely responsible for providing the correct addresses for delivery and collection on the APP -including not only the written addresses but also its correct location in the map available at the APP- and they, therefore, release Xuldime and the Mandatary from any liability for negligence or error in the collection or delivery of the order as a result of providing incorrect addresses for collection and delivery. Similarly, Users must provide all the information, in as much detail as possible, about the service and/or product to which the assignment relates. To do this, they may provide any comments they may deem useful in the “comments'' section.  The User releases Xuldime and the Mandatary from any liability derived from negligence or error in the indications given by the User. As a result of the foregoing, the cost resulting from providing an incorrect address for collection and delivery as well as incorrect indications regarding the products to be purchased, the errands to be performed and/or the services to be provided and/or the performance of any other errand, shall be borne by the User.

If the User is not at the place indicated for delivery and, therefore, the order cannot be delivered, the User must bear 100% of the cost of the basic courier service, as well as the price of the product if one has been purchased or contracted at the User’s request. This is without prejudice to the possibility for the User to place and pay for another order, identical to the one that could not be delivered, to receive the said products or service.

The reception of the order by the User at the indicated delivery address shall be considered as acceptance of the order. In case that the order is incorrect, incomplete or contains any defect, the User shall contact Xuldime through the Help desk line immediately after the reception of the order. Neither Xuldime nor the Mandatary assume any obligation of revision of the identity of the recipient of the order; the latter will be taken as correct, provided that it is at the indicated delivery address. Xuldime, therefore, does not assume any liability for the handling of the order at the incorrect person at the correct delivery address.

**4. Economic Conditions**

**4.1. Prices of the Services provided through the APP**

Users can register in the APP free of charge; nevertheless, the free character of the registration in the APP is subject to review by Xuldime at any time. In any case, Users may have to pay for certain services on the APP as provided in these General Terms. Xuldime reserves the right to change the prices on the APP at any time, by informing the Users as and if required by the applicable laws. Such changes shall take effect immediately after publication.

Xuldime may charge the User a service fee for the use of our APP to continuously improve our overall services, providing a wider selection of vendors and continuously improving our user experience, among others. The amount of the service fee can be fixed or variable according to the value of the products. Xuldime sets the service and makes it visible to Users at the moment of the checkout of every order.  This service fee will be charged against the mobile money wallet or credit card that the User has selected for the payment of the order. In the event that the User selects the cash payment option, the service fee will be charged to the User in cash at the time of collection or delivery of the order, and the Merchant will be responsible for receiving this amount on behalf of and in the name of Xuldime. In case of payment with cash, Xuldime reserves the right to withhold the money from the User's mobile money wallet or card until payment is made at the time of delivery of the product and/or on completion of the assignment at the place of delivery. If the payment does not take place, Xuldime reserves the right to charge the wallet or card on which the money has been withheld.

In addition to the said service fee, the User must pay the price of the products and/or services requested through the APP, as well as the courier or errand services provided by the Mandataries each time that a collection and/or delivery is requested by the User. In the event of bad weather conditions, oversaturation, high demand  and/or any other condition that may affect the provision of the delivery services by the Mandataries, the User may experience a temporary increase in the fee for those services provided. In any case, the fee for the delivery service may also vary in cases of force majeure beyond Xuldime ’s control.

In the case of orders under the Anything and/or Courier models, the total price of each service may be composed of a variable percentage based on the number of kilometres travelled and the time taken by the Mandatary, as well as, where applicable in cases in which a User requests the physical purchase of a product or service, the price established by each Merchant. Xuldime reserves the right to change the price based on the distance travelled and/or the time of the day in which the service is performed.In accordance with these terms, the User will be entitled to know the approximate fee for the service before contracting it and paying for it, unless the User has not specified the address for collection.

In addition, the fee may include tips for the Mandatary and/or the local store, whose amount shall be solely and entirely at the User’s discretion; therefore, it will be solely the User who will decide on whether to tip and on the tipping amount. In any case, Xuldime may offer the possibility to Users to remember the tipping option selected; in the case that the User consents to the saving of their preferences on tipping, these preferences will be automatically applied in all future orders. The User will have the faculty to change the selected preferences at any time.

**4.2. Price of the Products and/or Services offered on the APP**

The prices applicable to each service and/or product offered in the APP are established by the Merchants and are set solely and freely by the latter. Xuldime makes its best efforts to ensure that the prices in the APP are updated and duly reflect the real price that will be applied by the Merchant; however, in certain situations above Xuldime ’s control, the price indicated by the Merchant in the APP may vary. In such a case, the Merchant shall be the sole responsible for the variation of the price and the User must contact the Merchant for any claim that may correspond. The purchase requested via the APP will be continued in the case of price variations of up to 15%. If the variation is greater than the said 15%, the User will be contacted to inform him/her of the situation and inform on the available options. In any case, the User may, in any case, contact the Merchant and/or the Mandatary to confirm the final price of the products ordered.

The Merchants are free to set a disclaimer on the products/services they offer through the APP, ensuring that the prices displayed in the APP correspond to those available at their own premises. In this case the Merchants remain responsible for any variation, change and/or errors that such prices may experience. Xuldime does not intervene in any way in the setting of the disclaimer.

All the prices stated on the APP are inclusive of any taxes that may be applicable based on the territory from which the User operates and shall, in any event, be denominated in the currency in force in the territory from which the User operates.

The User acknowledges that prices of the products and services indicated by the Merchants in the APP may not always include the price of their packaging, or express delivery that may be charged separately to the User if so requested by the applicable law and/or standards. In particular, but without excluding any other case, the User acknowledges that it may be charged separately the price of any extra packaging that accompanies their order.

Xuldime and/or the Merchants reserves the right to introduce a surcharge in the order price (hereinafter, “Small Order Surcharge”) as a requirement for the processing and preparation of those orders considered as small. The consideration of small may vary depending on the moment in which the order is placed. Xuldime will clearly communicate to the User through the APP when the Small Order Surcharge is applicable and its exact amount; and the User will have the faculty to either continue with the order and pay the said surcharge, modify the order and/or quit the said order before its definitive placing.

**4.3. Billing**

By registering through the APP and providing the required payment details, Users expressly authorise to issue receipts for payment of the services requested, including the price and delivery of the products ordered.

The User expressly authorises Xuldime to send him/her by electronic means, in -app pop up or to the phone number or e-mail address provided by the User during the registration process, receipts for the services contracted and/or the bills generated either by the use of the APP, by the services provided by the Mandataries and/or the Merchants. If an invoice is required, the User must enter the relevant tax data on the APP before placing the order.

The User similarly accepts that according to the services contracted through the XULDIME APP, they can receive the invoices corresponding to the delivery, courier or management services, by the Mandataries.

**4.4. Payment Platforms**

Payment of the price of any product properly made to Xuldime by Users will discharge their obligation to pay the said price to the associated establishments as well as the Mandatary, for the services provided. Xuldime does not act on behalf of Users and none of the authorizations provided in this document should be deemed as a mandate given to Xuldime .

Xuldime issues receipt of payments to Users acting as an agent (for collection of payments) on behalf of associated establishments and Mandataries through an Electronic Money Institution. Electronic Money Institutions (hereinafter, “Payment Platforms”) are responsible for obtaining of any necessary authorisation or licence to provide, directly or indirectly, regulated payment services in the territories in which Xuldime operates and for being in compliance with the current legislation applicable to the payment services provided. Therefore, Xuldime will accept no liability for the lack of authorisation or licence or the breach of any applicable regulation; on the contrary, the sole and exclusive liability will lay with the Payment Platform.

Xuldime reserves the right, as a fraud prevention measure, to request a payment pre-authorisation for the products ordered through the APP, always through the Payment Platform and for the sole purpose of verifying the means of payment provided and ensuring the correct functioning and use of the APP by the Users. Such pre-authorisation shall in no event involve payment of the full amount of the order, as this will be done solely and exclusively after the products have been made available to the User, or for the reasons set forth in these General Terms.

If a User has any issues with the payment via the Payment Platform made available in the APP, the User may contact Xuldime’s User assistance service through the Help desk line. Xuldime will make its best efforts to provide a solution to the issue and to liaise with the Payment Platform to the extent possible; be that as it may, Xuldime is not responsible for any such issue that falls within the activity and responsibility of either the Payment Platforms or the User’s bank or assimilated financial institution.

**4.5. Payment methods**

The User may pay for the products and/or services by mobile money, mobile money wallet or by selected online banking service or bank card via the APP. When making the order, the User will be informed of the various payment options available when the service is being requested.

In order to pay with a bank card, the User must provide the card details through the APP as a payment method associated with his/her account. Xuldime does not store card numbers on its servers and can only view the last four digits of the card. The full information shall be stored on the servers of the Payment Platform through which payments are made.

If payment for the service can for any reason not be taken from the User, the User’s account shall be suspended until the situation has been rectified and the debt has been settled.

**4.6. Refunds**

In the event of a dispute, Xuldime may provide the first line of support and may reimburse the User if this is deemed appropriate. In case Xuldime becomes aware that the User who is requesting a refund of an Order, has made a fraudulent use of the APP, this request will be immediately rejected.

Notwithstanding the above, Xuldime shall not be obliged to implement any refund due to defects on the Merchant’s products or on the provision of the delivery services by the Mandataries. Further, any refund done by Xuldime due its high standards in Users’ satisfaction, shall not be considered as a waiver of this exclusion of liability which is inherent to Xuldime’s condition of a mere intermediary. Additionally, any return of a product as well as its corresponding refund shall be managed by the User directly with the Merchant.

**4.7. Promotional Codes and/or Other Offers or Discounts**

Xuldime may unilaterally provide at any time credits for use within the APP, discounts, free shipping as well as any other promotion, to certain Users (hereinafter, the “Discounts and/or Promotions”). Any of these discounts and promotions may unilaterally be cancelled at any time by Xuldime.

The User acknowledges and accepts that any Discounts or Promotions granted must be used only within the validity period established by Xuldime for each Discount and/or Promotion. If no validity period is specified by Xuldime at the moment of communicating and/or granting such Discount or Promotion, the validity period applicable by default will be of six (6) months from the date on which they were made available to the User. Any other validity period set by Xuldime at the moment of communicating or granting the said Discount and/or Promotion will prevail over the six (6) months default validity period stated above.

Similarly, the User acknowledges and accepts that any Discounts and/or Promotions granted may be applicable only to certain products and/or services offered through Xuldime’s APP or only under specific circumstances and conditions (e.g. first order, order within a territory, order at a specific time of the day, order of a certain type, Small Order Surcharge, etc).

Discount and/or Promotions granted to Users must be correctly entered in the APP by the User before placing the order. Otherwise, they will not take effect and the User will be unable to enjoy them. The User is responsible for making sure that the Discount and/or Promotion is applicable for the specific products or services requested through the APP and that the Discount or Promotion is still valid and fully effective.

The User acknowledges that Discounts and/or Promotions may experience a delay in its application from the moment in which these are communicated and/or granted to the User. In particular, among others, the Discounts and/ or Promotions offered by Xuldime for first Users or first orders in the APP may take between 24 and 72 hours from the time of the creation of the User account to be available. The User is responsible for making sure that the Discount and/or Promotion has been correctly entered in the APP and to review that it has correctly been applied to the order. If this delay in application exceeds 72 hours, the User can use the Help desk line to contact Xuldime’s User Support.

The User acknowledges and accepts that all Discounts and/or Promotions are valid only once per User and, therefore, may be restricted based on various characteristics such as device, credit/debit card, email address, phone number or user ID, save expressly provided otherwise by Xuldime in reference to the specific Discount and/or Promotion.

In any case, Xuldime reserves the right to unilaterally cancel and withdraw any Discount and Promotion either offered or already granted if it becomes aware of a fraudulent use thereof (such as, among others, a promotional code being redeemed by someone who is not its legitimate recipient, the mass communication of codes or the sale of codes or discounts). Furthermore, it reserves the right to apply sanctions to Users for the amount for which Xuldime has been defrauded as well as for the suspension and/or cancellation of User’s Xuldime account.

Xuldime will accept no liability if, due to an event of force majeure or other events beyond its control or whose need is justified, it is forced to cancel, shorten, extend or amend the conditions of Discounts and Promotions. In particular, Xuldime will accept no liability if the website is not available at any time during Discounts and Promotions or for a malfunction in the automated promotion system.

**5. Cancellation of Orders and Right of Withdrawal**

**5.1. Cancellation of Orders by the User**

In accordance with the nature of the intermediation service offered by Xuldime, the User is aware that, once a Mandatary and a Merchant have voluntarily accepted an order, the execution of the mandate is considered to have started, and the User may therefore no longer be entitled to withdraw the service request free of charge. Once the User has cancelled the orders, the products will not be delivered. This is without prejudice to the right of return and/or withdrawal of the User that may correspond to the User under the laws applicable, referred to in section 5.3 below.

The cost of cancellation may depend on the following factors:

1. If the Merchant has already accepted the order and started preparing it, the User will be charged the price of the products. The User will be informed of the Merchant’s acceptance through the APP. If the User cancels the order once the Mandatary has accepted it for processing, the User will be charged the cancellation fee. The User will be informed of the Mandatary’s acceptance through the APP. The User can see the cost of cancellation on the APP. If the Merchant and the Mandatary have both accepted the order for processing, the User will be charged both the price of the products and the cancellation fee.
2. If the order must be cancelled by Xuldime and/or by the Merchant, due to reasons that are not directly attributable to the User but outside Xuldime’s control (e.g. lack of stock, change in the price by the Merchant, etc), Xuldime’s agents or the Mandatary will contact the User to inform the latter of the alternatives available and the costs that these will entail, if any.

The total cost of cancellation will appear on the User’s screen on pressing the “Cancel” button on the APP, based on the factors described above.

**5.2. Cancellation of Orders by Xuldime**

Xuldime reserves the right to cancel an order without having to provide a just cause. Xuldime will inform the User of the said cancellation and, in the event of cancellation without just cause at Xuldime’s instance, any amount held in the User’s account and/or credit card will be released.

**5.3. Return of Non-perishable products. Right of Withdrawal**

If a User wishes to return a non-perishable product or make a claim about the provision of a service, the Merchant that sold the said product will be the sole responsible for the acceptance and/or refusal of such return, in accordance with its own internal policies and with all applicable law. Therefore, in all cases, the return of a non-perishable product shall be subject to the Merchant’s returns policy in any event and the decision regarding whether a return is appropriate will lie with the Merchant in each case. Similarly, the Merchant will decide how to make the refund (cash, credit card, store voucher, etc.) following its own return policy.

Xuldime will neither be responsible for such return, nor for the compliance of the Merchant’s return policy with all applicable laws. This is without prejudice to Xuldime’s ability to act as an intermediary between the User and the Merchant in handling the complaint. The User must inform Xuldime of the solutions provided by the Merchant if a dispute arises.

Further, as certain Merchants may not have premises open to the public, Users will be unable to access them for the purpose of processing any claims or returns. In such cases, they must contact Xuldime’s User assistance service for the necessary help and support using the channels available on the APP.

The User must check the non-perishable products delivered by the Mandatary at the delivery address at the moment of the delivery; the User is, thus, responsible for checking that the service and/or products provided are adequate as well as, where applicable, for collecting enough evidence to prove that they were not. Therefore, if a User wishes to process the return of a non-perishable product, he/she must provide a photograph of the total order, together with a list of the incorrect or undelivered products, as well as other proof of the inadequacy of the product requested. In any event, the decision regarding whether a return is appropriate will lie with the Merchant, and not with Xuldime, in each case.

Xuldime has official claim forms available to Users, in the official language of The Republic of Uganda, in relation to the service offered by it. Users may request the above-mentioned claim forms through Xuldime’s Help desk line.

**6. Home Delivery of Free Samples and Other Commercial Actions**

Xuldime reserves the right to enter into commercial agreements with other companies, brands, stores, entrepreneurs, professionals etc, to send promotional communications, including the addition of free samples to any orders delivered to the User’s, either occasionally or as part of recurrent sampling campaigns. In this regard, during any type of sampling campaign, certain Merchants or brands may have a prominent position if so agreed with Xuldime for the purpose of the Merchant or brand promotion. The provision of samples will not entail any additional cost to the User.

The user acknowledges and accepts that, by ordering through Xuldime, it may participate in any sampling campaign and receive various samples together with the orders made via the APP, for mainly promotional purposes.

Xuldime is, in no way, responsible for the quality and characteristics of the products provided as sample and will not be liable for any damage and/or offence caused by the delivery of the said sample. Further, Xuldime is not responsible for any sampling campaign that the Merchants offering products or services through the APP may organise and implement; while Xuldime makes its best efforts to ensure legality of Merchants’ activities and Merchants commit to respect the law when using the APP, Xuldime cannot review the content of the orders and/or any sampling campaign organised by the Merchants in their condition of independent professionals/companies.

**6.1. Specific considerations on products from pharmacies**

Xuldime does not carry out or intermediate in the sale or advertising of medicines for human use through the APP where this is not permitted by law, in compliance with the applicable regulations regarding the retail sale of medicines for human use.

Where it is not permitted by law, Users may not place orders for medicines through the APP. In the event that the user places an order for medicinal products that are subject to an applicable prohibition of telematic intermediation, delivery and/or sale, the APP will refuse the order in accordance with the applicable legislation on the retail sale of medicinal products for human use.

Where medicines intermediation, delivery and/or telematic sale is not permitted by law, the XULDIME only has commercial agreements with pharmacies to intermediate with products related to para-pharmacy, beauty and/or care, in accordance with the applicable legislation.

Where ordering medicines (over-the-counter and/or prescription medicines) through Xuldime is legally doable, according to its business model, Xuldime does not sell or advertise medicines for human use through the APP; Mandataries act as agents of those Users who order, through the APP, non-prescription drugs for human use for collection.

In these cases, Xuldime guarantees to Users the availability of a pharmacist’s advice before ordering their medication through call or message channels so that, in the event of doubt, the User can consult the pharmacist who is to dispense the product(s) through the APP, all this to ensure that the Pharmacist can dispense the correct product.

In any event, Xuldime will accept no responsibility for Users’ use of the products ordered in the Pharmacy section or be liable for the amounts and/or condition of the products dispensed at pharmacies.

In addition, the APP may provide the pharmacy that dispenses the medicine ordered by the User with the latter’s username and phone number so that it can answer the User’s questions. This disclosure of data will in any event be subject to the User’s express and unambiguous authorisation in accordance with the applicable data protection legislation.

**7. Content moderation and/or alteration**

Notwithstanding the foregoing, Xuldime reserves the right to restrict certain Users’ access to the APP, either fully or partly, as well as to cancel, suspend, block or remove certain types of content, by means of suitable technological tools, if it becomes aware, or there are signs, that the activity or the information stored is illegal or harmful to a third party’s rights or property. Further, Xuldime will not tolerate the publication of abusive language or abusive attitudes towards Xuldime, its workers, the Merchants, the Mandataries, or any other party involved in the content published in the APP.

In this regard, Xuldime may establish any filters that may be necessary to prevent the service from being used to upload unlawful or harmful content to the Internet. Any User and/or third party may contact Xuldime via the Help desk line in order to notify the presence of illegal content in the APP. Xuldime will carefully examine any notification in this regard, providing that it includes a sufficiently substantiated explanation of the reasons why it is alleged that the relevant information is illegal content and a clear description and indications that allow Xuldime to identify the relevant information and its place of storage. Xuldime will, thus, make its best efforts to investigate the information denounced and to take appropriate measures for its removal if it is found illegal.

In addition, Xuldime reserves the right to decide on the algorithms and parameters applicable to the ranking of the Merchants and products that appear in the APP, as well as to amend and update it. The User acknowledges and accepts that the said ranking may depend on multiple factors and metrics, including but not limited to the proximity and accessibility of the premises, prior reviews, as well as any agreement reached by Xuldime with said merchants or distributors of the products related to their positioning and visibility.

**8. Geolocation**

Xuldime may collect, use and share exact location data, including the real-time geographic location of the User’s computer or mobile device, provided that this is authorised by the User. The said location data may be collected and used by Xuldime to show Users the location of the point of origin and/or destination of an order. In this regard, Users expressly consent to their geolocation data being shared with any Merchant and Mandatary, to successfully carry out the order requested at any given time. Users may choose to disable Geolocation on their devices as provided in the Data protection policy.

**9. Responsibilities and Warranties**

**9.1. Responsibilities and warranties in relation to the APP**

Users are responsible for having in place the necessary services and equipment to browse the Internet and access the APP. Users can report any incidents or problems accessing the APP to Xuldime using the contact channels made available to Users, and Xuldime will analyse the incident and instruct the User on how to resolve it as quickly as possible.

Xuldime does not guarantee the absence of errors or interruptions when accessing the APP or its content, or that it will always be up to date. Therefore, Xuldime will not be liable for any service interruptions, connection errors, unavailability of, or faults in, the Internet access service, or Internet interruptions or for any other matters beyond its control. Notwithstanding the foregoing, Xuldime will, save in the event of circumstances making this difficult or impossible, take all steps to correct such errors, restore communication and update contents as soon as it becomes aware of the errors or disconnection or of the contents being out of date.

Xuldime accepts no liability for any security errors that may arise or for any damage that may be caused to the User’s computer system (hardware and software), or to the files or documents stored therein, as a result of:

* The presence of a virus in the User’s computer system or mobile handset used to connect to the APP’s contents and services;
* A malfunction of the browser;
* The use of outdated versions thereof.

Xuldime hereby confirms that it has obtained all necessary licences for the pursuit of its technological intermediation activities in the territories in which it operates.

**9.2. Responsibilities and liability in relation to content**

Xuldime does not control, and is not responsible for, the contents uploaded by Users, Merchants and Mandataries through the APP; therefore, Users, Merchants and Mandataries are solely responsible for the lawfulness of such contents. Similarly, Xuldime does not control (and is under no obligation to control) how Users, Merchants and Mandataries use the APP. It therefore does not guarantee that they use the APP in accordance with these General Terms or in a diligent and/or prudent manner and in accordance with all laws applicable. Further, Xuldime does not check (and is under no obligation to check) the identity of Users or the truthfulness, current validity, completeness and/or authenticity of the data supplied by them.

Xuldime gives no warranties regarding the authenticity, accuracy, novelty, reliability, lawfulness or non-infringement of third-party rights by Mandataries and/or Merchants. In this regard, Users state that they understand that Xuldime is a mere intermediary and that it therefore accepts no liability arising from the information provided by Mandataries and/or Merchants or for any loss or damage that may potentially be suffered by them due to a breach of these General Terms. When an order is placed on the APP and accepted by the Mandatary, a direct relationship is established between the User and the Mandatary. Xuldime is not a party to this relationship and merely provides the APP to enable the Parties to communicate and place as many orders as may be necessary. Xuldime makes no assertions or confirmation regarding any Mandataries and Merchants or their identity or background information. Xuldime therefore recommends that Users always use common sense and remain alert when placing any order.

By becoming members of the APP, Users accept that any claims they wish to bring for legal liability arising from actions or omissions of other Users of the APP or third parties shall be restricted to such Users or third parties, and that no actions for liability may be taken against Xuldime .

**9.3. Liabilities and warranties in relation to users’ reviews**

Xuldime is not responsible for the content of any review left by any User, regardless of whether these are published in the APP, and will accept no liability for any damage and/or offence caused by the said reviews. Xuldime can only guarantee that solely the Users who have purchased a certain product or service through the APP will be asked to provide a review on it; nevertheless and, albeit Xuldime will make its best efforts to put in place any reasonable measure to prevent fraudulent, offensive and abusive reviews, Xuldime cannot systematically verify the reviews collected and, therefore, cannot guarantee the accuracy and truthfulness of the reviews left by the Users.

**9.4. Responsibilities and liability for the products and services offered through the APP**

As an intermediary, Xuldime merely facilitates, via the APP, the means by which the parties involved (i.e. the Merchants, the Users and the Mandataries) may contact each other to arrange the sale and, if desired, the delivery of the products and services to the address indicated by the User. Therefore, Xuldime is in no way responsible and does neither guarantee nor assume any liability for the products or the services offered by the Merchants or for the provision of any requested delivery services by the Mandataries. Xuldime will not check, and it is not responsible for checking, the products sent or delivered through orders on the APP. Further, Xuldime does neither prepare, nor sell nor deliver any product and, therefore, cannot be liable for its ingredients or its manipulation and the provision of any information on allergens. Notwithstanding the above, Xuldime requests all Merchants and Mandataries to abide by all applicable laws and the highest standards of health and safety in the preparation and manipulation of the products, as well as of information provision to users and consumers. Additionally, given that any food product offered via the APP is prepared and packaged at the Merchant’s establishments, Xuldime is not responsible for ensuring that food orders are delivered to Users in properly closed packages.

Furthermore, the product/services images displayed on the APP are provided for illustrative purposes only and the final product/service the User purchases may differ slightly from these images.

The Users, the Merchants and the Mandataries, release Xuldime from any liability that might arise from the availability and/or transport of products requiring specific permissions or licences, or of products forbidden by any applicable legislation. If Xuldime becomes aware that the User, the Merchant and/or the Mandatary is/are using the APP to transport prohibited products, Xuldime may launch an internal investigation to ascertain the facts, take any legal action that may be necessary and/or block the User, Merchant or Mandatary in question until any potential investigation has been completed. The measures available to Xuldime include providing the authorities with data and information on the Users, Merchants and Mandataries.

Xuldime rejects any liability for damages of any kind that may arise from Users, Merchants and/or Mandataries’ illegal use of the APP due to the information supplied by latter to other Users, Merchants and/or Mandataries being untrue, no longer valid, incomplete and/or false and, in particular and without limitation, for any loss or damage of any kind that may arise due to  Users, Merchants and/or Mandataries impersonating a third party in any kind of communication made through the APP.  In particular, Xuldime accepts no responsibility for the use of the APP or for any orders that may be made by a third party from the Users, Merchants and/or Mandataries’ account.

**9.5. Responsibilities and liability in relation to delivery requested through the APP**

Xuldime cannot be responsible for delivery times, as they will depend on the Merchants’ own successful operations, the preparation of orders, the Mandataries themselves, and the information furnished by Users when placing orders or their availability and response at the time of delivery; therefore, the delivery times stated on the APP are provided for indicative purposes only. Further, Xuldime will never be liable for the availability of Mandataries or for their adequate and satisfactory performance of assignments.

The Mandatary is exclusively responsible for the delivery and/or management of the goods without prejudice to the fact that, in the event of an incident, the User contacts the Mandatary and Xuldime through the APP or other enabled channels.

Xuldime shall also not be liable for any damage or deterioration of the goods. It is the User's responsibility to prove to the Mandatary and Xuldime that the alleged damage or deterioration has actually occurred from the time the goods have been collected from the place of origin until they have been delivered to the User, in which case the User must contact the Mandatary and Xuldime through the APP or other enabled channels in order to resort to a possible insurance policy.

However, Xuldime, as a platform that intermediates between User and Mandatary, may mediate as far as reasonably possible in the dispute that may arise between User and Mandatary during the delivery and/or management of goods through the APP.

In the event of a dispute, the User shall be responsible for informing Xuldime and contacting the Mandatary to claim any compensation.

Furthermore, any claim relating to the delivery and/or management of the goods shall be brought exclusively against the Mandatary and not against Xuldime .

**10. Updates and Changes to the APP**

Xuldime reserves the right to amend these General Terms, the Privacy Policy and the Cookie Policy at any time. Xuldime will provide prior notice of those amendments when mandatory in accordance with the laws applicable.

In addition, Xuldime reserves the right to update, amend or delete the information contained on its APP, at any time and without the need for prior notice unless mandatory as per the applicable law, with regard to its layout, presentation and access conditions, without thereby accepting any liability in relation thereto.

**11. Intellectual Property**

Xuldime is the owner or licensee of all intellectual and industrial property rights that relate to the software and the APP, as well as the content that can be accessed through it, which is uploaded to the APP by Xuldime and/or on its behalf. These intellectual property rights, as well as the text, images, graphic design, navigation structure, information and content contained therein, are the property of Xuldime, which has the exclusive right to exploit the rights thereto in any manner, in particular the right of reproduction, distribution, publication and transformation, in accordance with Ugandan legislation on intellectual and industrial property rights.

The content uploaded to the APP by or on behalf of any third party, including but not limited to the Users, Merchants and Mandataries, remains their exclusive property; therefore these are fully responsible for any damage, claim and/or liability that may directly or indirectly derive from the content uploaded by them and/or on their behalf.

In spite of the foregoing, Xuldime may not be the owner or licence holder of content such as names or images, among others, of companies with which Xuldime does not have a business relationship. In such cases, Xuldime acquires the content from publicly available sources, and Xuldime shall in no event be deemed to be related to any right belonging to Xuldime .

Authorising a User to access the APP does not imply the waiver, transfer, licensing or full or partial assignment by Xuldime of any intellectual or industrial property rights. Deleting, bypassing or in any way tampering with the contents of the Xuldime APP are all prohibited. In addition, modifying, copying, reusing, exploiting, reproducing, publicising, making second or subsequent publications of, uploading files, sending by post, transmitting, using, processing or distributing in any way all or some of the contents included in the Xuldime APP for public or commercial purposes are also prohibited, save with Xuldime’s express written authorisation or, where applicable, that of the owner of the rights concerned.

By registering on the APP and agreeing to these General Terms, the User grants Xuldime, in relation to the content that he/she may provide, a worldwide, irrevocable, and transferable licence, free of charge, with the right to sub-license, use, copy, modify, create derivative works, distribute, publicise and exploit it in any way that may be deemed appropriate by Xuldime, with or without any further communication to the User and without having to pay any amounts for such uses. All the above shall be understood as granting the indicated rights only to the maximum extent permitted by the applicable legislation.

**12. Severability**

If any of the clauses of these General Terms are found to be voidable or void by operation of law, such clause(s) shall be deemed not to have been included. Such declaration of nullity will not cause the other clauses to be void, and these shall remain valid and effective between the Parties.

**13. Applicable Law**

The relationship between Xuldime and the User shall be governed and construed in accordance with the General Terms and the laws of The Republic of Uganda and any dispute shall be submitted to the courts of The Republic of Uganda, unless otherwise established by the applicable law.

**14. Customer Support and Alternative Dispute Resolution**

In order to facilitate communication with the Mandatary if necessary, and in the event of any incidents in the processing of the order and/or in order to inform of any changes thereto, Xuldime makes available to Users through its Help desk line. If a User wishes to contact the Mandatary or Xuldime after the order has been completed, he/she must use the Help desk line.

Further, Xuldime will act as intermediary for the solution of any claims related to the order placed by the User, to the User’s account and/or to any other policies and/or services provided via the APP. For this purpose, the User shall contact Xuldime via the Help desk line

All the above is without prejudice to the Users’ right to submit their complaints and/or requests through any legal means available to consumers, including any out–of-court/alternative dispute settlement bodies that legally provide dispute settlement services.

**14.1 General Terms of Service**

Save for the express delivery, special packaging, and/or small order surcharges, the collection and delivery by the Mandataries fees are inclusive of the product pricing that may be ordered by Users or any other fees that may be applicable.

Xuldime may amend these Terms unilaterally and at any time by giving prior notice to the users of the service as and if requested by the applicable laws. Such amendments shall apply to those private individuals who are active on the APP as well as, where applicable, to first-time users thereof.

Xuldime service is for the exclusive and non-transferable use by their duly identified Users, and their use may under no circumstances be transferred to third parties.

Xuldime reserves the right to cancel the accounts of users, as well as to deactivate the service, after giving prior notice to its users.

It is expressly stated for the record that, with the exception of the special terms and conditions set forth herein, the General Terms shall always apply in addition to, and in relation to any matters not modified by, these Specific Terms.

**14.2.  Fraud and Freezing of Accounts**

Should Xuldime detect any signs of misuse or inappropriate and/or fraudulent use of the Users account, it may automatically and without prior notice deactivate and at any time, the User’s account, reserving the right to take any legal action based on the seriousness of the circumstances under consideration. In addition, XULDIME reserves the right to cancel the service at its sole discretion by giving prior notice to Users.

**14.3.  User Assistance Service**

Xuldime is available to all Users through the Help desk line for any incidents relating to the service.

**15. Special Terms of the Path-Finder Customer Referral Program**

These terms and conditions shall apply to Path-Finder offered by Xuldime. These Terms and Conditions do not replace the application of the General Terms; in any event, they supplement them and may be modified and extended by Xuldime at any time. Therefore, Xuldime’s General Terms will regulate anything not specifically dealt with in these Special Terms.

**1. What are Path- Finder Programs?**

Xuldime may implement customer referral programs (hereinafter, “Path-Finder programs”) that will benefit the Users, as well as new users to which the APP has been referred to them. Similarly, Xuldime reserves the right to cancel and/or suspend the said MGM programs at any time, by merely informing the Users as and if requested by the applicable laws.

**2. Conditions of eligibility for Path-Finder programs**

As part of **Path-Finder** programs, existing Users ("Referrer") who refer friends and family as new users ("New Users") to the Xuldime APP, may be eligible to receive referral credits (“Credit(s)”). For both, the Referrer and the New User to benefit from the Path-Finder programs, the New User must sign up using the unique link ("Link") provided to them by Referrer. Xuldime reserves the right to deactivate or invalidate any Credits obtained through these channels reasonably suspected by Xuldime to have been obtained through fraudulent and/or abusive actions.

New Users will be disqualified and will not receive Credits if Xuldime determines that the latter had previously created a Xuldime account, either with the same or with different data. Further, Xuldime reserves the right to withhold or invalidate Credit obtained through the Path-Finder programs if Xuldime determines or believes that the Credit was received through error, fraudulent, illegal, or in violation of these Special Terms, the General Terms or any other applicable terms or policies.

**3. Credits granted within Path-Finder programs**

Unless indicated otherwise at the moment of communicating the **Path-Finder** program and/or granting the Credits, Referrers will only receive Credits for the first 10  New Users they refer that are located in the same country as the Referrer. The New User will receive the Credits when they sign up through the Link, providing that they meet all the requirements indicated in these Special Terms, the General Terms and the terms indicated in the offer; the Referrer will only receive the Credits once the New User has made tier first successful order meeting all the requirements indicated in these Special Terms, the General Terms and the terms indicated in the offer. Xuldime reserves the right to deactivate or invalidate any Credits obtained by either Customer or Referrer in excess of these amounts and/or otherwise in breach of the indicated terms and conditions.

Credit amounts vary based on various score points and these score points and Credit amounts will be stated in the offers and publications referring to the Path-Finder programs. Xuldime may require a minimum total or subtotal (excluding taxes and fees) on New User’s first order that must be met in order for both New User and Referrer to receive Credits. Credits will be applied automatically at checkout to order. Credits can only be redeemed within the categories and/or products indicated in the communications referring to the Path-Finder program made to the Users (Referrer and New User) and within Xuldime’s areas of action and operative hours. Credits cannot be redeemed for cash or cash equivalent. Credits are not transferable and may not be auctioned, traded, bartered, or sold. Unless expressly indicated by Xuldime at the moment of communicating the Path-Finder program and/or granting the Credits, Credits may not be used in conjunction with select promotions.

Xuldime reserves the right to change the amounts, applicable conditions, requirements and the present Special Terms at any time, by merely informing the Users as and if required by the applicable laws. Xuldime’s General Terms are applicable to the Path-Finder programs and will regulate anything not specifically dealt with in these Special Terms.

**2. Service**

Xuldime will merely facilitate the conclusion of a contract between the User and the Merchant. It has no responsibility whatsoever for the content of the products pack or for the fulfilment of the contract between the Merchant and the User.

Xuldime is not responsible for the fulfilment of the contractual obligations to the User regarding the Products, including the manufacture, sale, purchase, storage, preparation, production, processing, labelling, quality, ingredients, allergens or treatment of the Products, or for compliance with the applicable law, unless Xuldime is expressly mentioned as the manufacturer or seller of the Product on the APP.

Users will be able to find on the APP, at reduced prices, food pack(s) that could not be sold during the day and whose exact content will not be disclosed to Users at the time of ordering.  Responsibility for providing information on the Products and ensuring that such information is objectively accurate and up to date shall lie with the Merchant. Xuldime accepts no liability for the information provided by the Merchant or, therefore, for the content of the Products or the availability of the information relating thereto.

Xuldime accepts no liability for any adverse reactions that may be suffered by Users as a result of the Products for any reason whatsoever, including their consumption against the indications on the label or the information provided directly by the Merchant. The Merchant is the party that manufactures, sells, stores, prepares, produces, processes, labels, packages, and treats the Products, and Xuldime therefore accepts no liability for any damage or adverse reaction that may be caused by such products.

**3. Order Collection**

* Users will receive their order, which will be collected by a Mandatary from the Merchant’s establishment, at the delivery address provided by the Users on the APP.