

1. Introduction

These Rules & Terms of Use (“Terms”) govern the use of Crowdaxe (the “Platform”), an online crowdfunding service operated by **Crowdaxe Capital (Private) Limited** (“we,” “us,” or “our”). By registering as a user or submitting a project, you agree to comply with these Terms.

2. Definitions

“Backer/Investor”	any individual or entity that contributes funds to a project through Crowdaxe crowdfunding platform;
“Campaign”	a fundraising initiative listed on the Platform;
“Platform”	the crowdfunding website or application operated by Bullion Bourse (Private) Limited, a company duly registered under the laws of Zimbabwe under company registration number 42880A0452025 and authorised to operate a crowdfunding platform by the Securities and Exchange Commission of Zimbabwe;
“Creator”	any individual or entity that submits a project on Crowdaxe platform for purposes of raising funding;
“Escrow Agent”	Crowdaxe Nominees Trust, an authorised financial institution holding campaign funds until release, duly registered under the laws of Zimbabwe;
“Security Agent”	Crowdaxe Nominees Trust, an authorised financial institution holding campaign funds until release, duly registered under the laws of Zimbabwe, acting as an exclusive representative of the investors to hold, manage, and enforce all security interests provided under the Transaction Documents on the Platform.

3. Eligibility

- 3.1 Users must be at least 18 years old (or the legal age of majority in their jurisdiction).
- 3.2 Creators must provide accurate identification, contact, and banking information.
- 3.3 Investors/Backers may be required to meet investor eligibility requirements as defined by applicable laws.
- 3.4 The Platform reserves the right to verify user identity and reject or suspend accounts at its discretion.

4. Project Submission & Approval

- 4.1 Projects must be legal, ethical, and not in violation of applicable laws or these Terms.

- 4.2 Prohibited campaigns include (but are not limited to): weapons, drugs, gambling, pornography, hate speech, fraud, or activities that may harm public order.
- 4.3 All projects are subject to review and approval before publication. Approval does not constitute endorsement by the Platform.

5. Funding Models

- 5.1 All-or-Nothing: Funds are collected only if the target amount is reached by the deadline.

6. Financial Transactions

- 6.1 Contributions are processed through the designated escrow/payment provider.
- 6.2 Platform fees as published from time to time on this platform will be deducted from funds raised before disbursement.
- 6.3 Funds will be released to Creators only after campaign completion and verification.
- 6.4 Refunds may be provided only in cases of:
 - 6.4.1 Campaign cancellation by the Creator or Platform.
 - 6.4.2 Failure to reach the funding goal in an “All-or-Nothing” campaign.
 - 6.4.3 Fraud or misrepresentation confirmed by investigation.

7. Creator Obligations

- 7.1 Creators must use funds solely for the purposes disclosed in their campaign.
- 7.2 Creators must provide accurate information regarding project goals, risks, and timelines.
- 7.3 Creators must provide regular updates to backers on progress.
- 7.4 Misuse of funds may result in suspension, legal liability, or required refunds.

8. Backer/Investor Obligations

- 8.1 Backers acknowledge that contributions are at risk and may not result in a completed project.
- 8.2 Contributions are not deposits or investments guaranteed by the Platform.
- 8.3 For equity/debt campaigns, backers must review offering documents and risk disclosures as required by law.

9. Transparency & Reporting

- 9.1 Creators of equity/debt campaigns must comply with statutory reporting requirements, including financial statements where applicable.
- 9.2 The Platform may request periodic updates and disclosures from Creators.

10. Dispute Resolution

- 10.1 The Platform is not a party to contracts between Creators and Backers.
- 10.2 Disputes should first be resolved directly between the parties.
- 10.3 Where unresolved, disputes may be referred to mediation or arbitration in Zimbabwe, Harare.

11. Prohibited Conduct

11.1 Users may not:

- 11.1.1** Submit false or misleading information.
- 11.1.2** Engage in fraud, money laundering, or illegal activities.
- 11.1.3** Attempt to circumvent Platform fees.
- 11.1.4** Abuse, harass, or exploit other users.

12. Platform Rights

- 12.1** We may suspend, terminate, or remove any project or account that violates these Terms.
- 12.2** We may change these Terms at any time, with notice posted on the Platform.
- 12.3** We do not guarantee the performance of any project, nor the return of any funds contributed.

13. Limitation of Liability

- 13.1** The Platform is not responsible for the success or failure of projects, nor for any losses incurred by users.
- 13.2** Our liability is limited to the maximum extent permitted by law.

14. Governing Law

These Terms are governed by the laws of Zimbabwe. Users consent to the exclusive jurisdiction of the courts of [Jurisdiction] for any disputes not resolved by arbitration.

15. Acceptance

By using the Platform, you confirm that you have read, understood, and agreed to these Terms.