

Baykart Terms and Conditions

Welcome to Baykart, your one-stop-shop agritech platform designed to empower farmers and transform agriculture in The Gambia and beyond. By registering and using the Baykart app, you agree to the following terms and conditions:

1. Acceptance of Terms

By accessing or using Baykart, you agree to comply with these Terms and Conditions. If you do not agree, please do not use the platform.

2. Eligibility

You must be at least 18 years old or have parental consent to use Baykart.

You agree to provide accurate and complete information during registration.

Some services may require additional eligibility criteria, such as being a registered farmer or business entity.

3. Platform Services

Baykart provides the following services:

Marketplace: Connecting farmers to buyers, input suppliers, and agri-services.

Real-time Information: Access to market prices, weather updates, and farming advice.

Crop Tracking: Tools to monitor crop performance and productivity.

Educational Resources: Personalized advice on sustainable farming practices.

4. User Responsibilities

Account Security: You are responsible for maintaining the confidentiality of your account and password.

Prohibited Activities: You may not use Baykart for illegal, fraudulent, or harmful purposes. Spamming, harassment, or misuse of the platform is strictly prohibited.

Accurate Listings: Farmers and sellers must provide accurate information about their products (e.g., type, quantity, quality).

User-Generated Content: By posting content on Baykart, you grant us a non-exclusive, royalty-free license to use, modify, and display such content. You are solely responsible for the content you post, and it must not violate any laws or infringe on the rights of others.

5. Transactions

Buyer-Seller Agreement: Baykart facilitates transactions but is not a party to the agreement between buyers and sellers.

Payment Methods: Payments must be made through approved methods (e.g., mobile money, bank transfers).

Service Fees: Baykart may charge a small processing fee for transactions, which will be clearly communicated.

Refunds and Cancellations: Refunds or cancellations are subject to the terms agreed upon between buyers and sellers. Baykart is not responsible for processing refunds but may assist in mediating disputes.

6. Dispute Resolution

Buyer-Seller Disputes: Baykart is not liable for disputes arising from transactions. However, we provide a mediation process to help resolve issues.

Reporting: Users can report fraudulent activity or poor-quality products through the app.

7. Privacy and Data Use

Your personal information will be handled in accordance with our Privacy Policy.

Baykart may use your data to improve services, provide personalized recommendations, and communicate with you.

Baykart retains your data for as long as necessary to provide services or as required by law. You may request deletion of your data by contacting us, subject to legal obligations.

8. Intellectual Property

All content on Baykart (e.g., logos, text, graphics) is owned by Baykart or its partners and is protected by intellectual property laws.

You may not copy, distribute, or use any content without prior written permission.

9. Third-Party Links and Services

Baykart may include links to third-party websites or services. We are not responsible for the content, policies, or practices of these third parties. Use them at your own risk.

10. Warranty Disclaimer

Baykart provides the platform on an "as is" and "as available" basis. We do not guarantee that the platform will be error-free, uninterrupted, or meet your specific requirements.

11. Limitation of Liability

Baykart is not liable for:

Losses or damages arising from the use of the platform.

The quality, safety, or legality of products listed by sellers.

Events beyond our reasonable control, including but not limited to acts of God, natural disasters, pandemics, government actions, or technical failures (Force Majeure).

12. Indemnification

You agree to indemnify and hold Baykart harmless from any claims, damages, or losses arising from your use of the platform or violation of these terms.

13. Termination

Baykart reserves the right to suspend or terminate your account if you violate these terms.

You may deactivate your account at any time by contacting Baykart support.

14. Changes to Terms

Baykart may update these terms from time to time. Continued use of the platform constitutes acceptance of the updated terms.

15. Governing Law

These terms are governed by the laws of The Gambia.

16. Accessibility and Inclusivity

Baykart is committed to making our platform accessible and inclusive. If you encounter any accessibility issues, please contact our support team for assistance.

17. Feedback and Suggestions

Any feedback or suggestions you provide to Baykart may be used by us without any obligation to compensate you.

How to Present During Registration

Checkbox:

"I have read and agree to the Baykart Terms and Conditions."

(Ensure the checkbox cannot be ticked unless the user scrolls through the T&C.)