



VENDOR TERMS AND CONDITIONS

1. Acceptance of Agreement

By creating a vendor account, listing items, or using any selling features on MarketSpaceGH.com, you legally agree to be bound by the Vendor Terms and Conditions in its entirety. Your continued use constitutes ongoing acceptance, and if you disagree with any provision, your sole remedy is to immediately cease using the Platform as a vendor. These terms form a legally binding contract between you and the Platform operator.

2. Eligibility and Account Registration

2.1 Minimum Age Requirement

You must be at least eighteen (18) years of age to register as a seller on MarketSpaceGH.com. This requirement is established in accordance with the Contracts Act, 1960 (Act 25), which governs the legal capacity of individuals to enter into binding agreements. By creating a seller account, you expressly represent and warrant that you meet this age requirement and possess full legal capacity to form enforceable contracts.

2.2 Account Information Accuracy and Maintenance

You warrant that all information provided during registration—including your name, contact details, and any other required information—is complete, accurate, and truthful. You must promptly update your account information to reflect any changes, ensuring we can communicate with you effectively. You are solely responsible for maintaining the confidentiality of your login credentials and for all activities that occur under your account and must immediately notify us of any unauthorized access or security breach via the [help center](#).

2.3 Account Suspension and Termination Rights

MarketSpaceGH reserves the unconditional right to suspend, terminate, or refuse any seller account at our sole discretion, with cause and with or without notice. Grounds for such action include, but are not limited to: suspected violation of these Terms, fraudulent activity, providing false information (including false age information), illegal conduct, harassment of other users, or any activity that we determine harms the Platform or its community. Account termination may result in forfeiture of any pending transactions or balances.

2.4 Account Inactivity

We reserve the right to deactivate accounts that have been inactive for an extended period (typically 12 months or more) as determined by us. Prior to deactivation, we may attempt to notify you via the email address associated with your account. Reactivation of deactivated accounts is subject to our verification processes and current policies at the time of request.

3. Nature of The Platform and Our Role

3.1 Marketplace Disclaimer

MarketSpaceGH.com operates strictly as a neutral online platform and communications facilitator. We are NOT a party to any transaction, NOT a retailer, NOT a payment processor, and NOT an agent for any buyer or vendor. We do not take title to, possess, or handle any goods, and we do not transfer ownership between parties.

3.2 No Endorsement or Warranty

Listings, user content, and communications are created solely by users. We do not pre-screen, verify, endorse, or guarantee the existence, quality, safety, authenticity, or legality of any listed item, nor the accuracy of any description, nor the reliability of any user. Any transaction risk is borne entirely by the transacting parties.

4. Listing and Selling Rules

4.1 Authorized Listings

You may only list items that you legally own and have the unrestricted right to sell, or services that you are legally qualified and authorized to provide. For physical goods, you must have physical possession of the item and the ability to transfer ownership at the time of sale. For services (including but not limited to handiwork, tutoring, consulting, freelance work, or instruction), you must possess the necessary skills and qualifications.

4.2 Prohibited Items (Absolute Ban)

You are strictly forbidden from listing, offering, or facilitating the sale of any items in the following categories. Violation will result in immediate account termination and may be reported to law enforcement:

- **Illegal Items:** Substances, products, or services prohibited by the laws of the country including narcotics, prescription drugs without a license, and drug paraphernalia.
- **Weapons:** Firearms, ammunition, explosives, replicas, knives intended as weapons, or any item whose primary use is to inflict harm.
- **Hazardous Materials:** Flammable, toxic, radioactive, or otherwise dangerous goods, including certain batteries and chemicals.

- **Stolen or Infringing Goods:** Items you know or should know are stolen, counterfeit, pirated, or that infringe upon any third-party intellectual property rights (copyrights, trademarks, patents).
- **Regulated Items:** Alcohol, tobacco, live animals, human remains, government documents (IDs, licenses), police/military equipment, and surveillance devices intended for unauthorized use.
- **Harmful Content:** Pornography, hate speech materials, or items promoting violence or discrimination.
- **Recalled Items:** Products that have been officially recalled by a manufacturer or government authority.

4.3 Listing Accuracy and Fair Representation

You must create listings that are truthful, complete, and not misleading in any material aspect. This includes providing clear, original photographs of the actual item (not stock images AI-generated images), honestly disclosing all defects, damage, or non-original parts, and accurately stating the item's condition (e.g., "Used - Good," "For Parts/Not Working").

4.4 Pricing and Negotiation Obligation

You set your own listing price. However, by using this Platform, you explicitly agree to engage in good-faith price negotiation with any interested buyer who initiates such a request. Refusal to negotiate, bad-faith counteroffers, or misleading pricing practices may be treated as a violation of these terms.

5. Transaction Process - Consumer-To-Consumer Model

5.1 Direct Party Responsibility

All aspects of the transaction—including price negotiation, payment terms, delivery method, timing, and risk transfer—are to be arranged directly and solely between you and the buyer. MarketSpaceGH.com is not involved in, and disclaims all liability for, these arrangements.

5.2 Payment Handling

The Platform does not process, hold, or guarantee payments. You are solely responsible for selecting and agreeing upon a payment method with the buyer (e.g., Mobile Money, cash). You assume all risks associated with payment fraud, non-payment, chargebacks (where applicable), and the security of your financial information.

5.3 Item Transfer and Risk of Loss

You are responsible for the safe and secure transfer of the item to the buyer, whether via meetup, delivery service, or other means. Legal ownership and risk of loss or damage to the item pass directly from you to the buyer at the moment and location you both agree upon, typically upon physical exchange and payment confirmation.

6. User Conduct and Communication

All communication with other users via the Platform's systems must be professional, lawful, and respectful. You are prohibited from using harassing, threatening, discriminatory, defamatory, obscene, or otherwise abusive language. Spamming or sending unsolicited commercial messages is strictly forbidden.

7. Financial Terms

7.1 Current Fee Structure

Currently, MarketSpaceGH.com charges no fees for listing items, completing sales, or for account subscriptions. You retain 100% of the sale price agreed upon with the buyer.

7.2 Future Changes Right

We expressly reserve the right to introduce fees, advertisements, commissions, or subscription charges in the future at our sole discretion. Any such changes will be communicated to users via email and/or platform notifications with a minimum of 30 days' advance notice. Your continued use after the effective date of new fees constitutes acceptance.

8. Intellectual Property and Licenses

8.1 Your Content License

By creating listings and posting content, you grant MarketSpaceGH.com the permission to use, display, reproduce, and distribute that content solely for the purpose of operating, promoting, and improving the Platform.

8.2 Your Warranties on Content

You warrant that you own or have the necessary rights to all content you post, and that such content does not infringe upon the intellectual property, privacy, or publicity rights of any third party.

9. Dispute Resolution and Limitation of Liability

9.1 Dispute Process

In the event of a transaction dispute, you agree to first attempt to resolve the matter directly with the other party in good faith. If unresolved, you may report the issue to our [support team](#) to assist in the mediation. You agree to cooperate by providing requested evidence (message logs, photos, etc.). Our mediation is not binding, and we cannot force resolutions or provide compensation.

9.2 Limitation of Liability

[MARKETSPACE](#), ITS DIRECTORS, EMPLOYEES, AND AFFILIATES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, DATA, OR

GOODWILL, ARISING FROM YOUR USE OF THE PLATFORM. WE SPECIFICALLY DISCLAIM LIABILITY FOR: (A) TRANSACTION-RELATED ISSUES (NON-PAYMENT, FRAUD, ITEM MISREPRESENTATION); (B) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR DATA; (C) STATEMENTS OR CONDUCT OF ANY USER; AND (D) ANY MATTER BEYOND OUR REASONABLE CONTROL.

10. Indemnification

You agree to defend, indemnify, and hold harmless [MarketSpace](#) and its staff (including but not limited to affiliates, employees, investors) from and against any and all claims, damages, obligations, losses, liabilities, costs, debt, or expenses (including reasonable attorney's fees) arising from: (i) your use of and access to the Platform; (ii) your violation of any term of these Vendor Terms and Conditions; (iii) your violation of any third-party right, including intellectual property or privacy rights; or (iv) any claim that your content caused damage to a third party.

11. Termination and Survival

11.1 Termination by You

You may cease using the Platform and request account deactivation at any time.

11.2 Termination by Us

We may suspend or terminate your account and access immediately, without prior notice or liability, for any reason, including if you breach these Terms and Conditions. Upon termination, your right to use the Platform ceases immediately.

11.3 Survival

Sections pertaining to Limitation of Liability, Indemnification, Intellectual Property, Dispute Resolution, and any other provisions that by their nature should survive termination, will remain in effect after termination.

12. Modifications To Terms

We reserve the right, at our sole discretion, to modify or replace these Terms and Conditions at any time. We will provide notice of material changes via the Platform and/or by email. What constitutes a material change will be determined at our sole discretion. By continuing to access or use our Platform after those revisions become effective, you agree to be bound by the revised Terms and Conditions.

13. General Provisions

13.1 Entire Agreement

These Vendor Terms and Conditions constitute the entire agreement between you and [MarketSpaceGH](#) regarding your selling activities and supersede all prior agreements and understandings.

13.2 Severability

If any provision of these Terms and Conditions is held to be invalid or unenforceable by a court, the remaining provisions will remain in full force and effect.

13.3 No Waiver

Our failure to enforce any right or provision of these Terms and Conditions will not be considered a waiver of those rights.

14. Contact Information

For questions about these Vendor Terms and Conditions, please contact us at:

Email: Michaelanang0519@gmail.com