



Terms of Use

By signing up for the www.stokdirect.africa services or any of the services of Stokdirect Virtual Wholesale (PTY) Ltd or its affiliates ("Stokdirect") you are agreeing to be bound by the following terms and conditions ("Terms of Service"). The services offered by Stokdirect under the Terms of Service include various products and services to help you sell goods and services to buyers, whether online ("Online Services"), in person ("Stokdirect Producer Services"), or both. Any such services offered by Stokdirect are referred to in these Terms of Service as the "Services". Any new features or tools which are added to the current Services shall be also subject to the Terms of Service. You can review the current version of the Terms of Service at any time at <https://www.stokdirect.africa/Terms-andConditions>. Stokdirect reserves the right to update and change the Terms of Service by posting updates and changes to the Stokdirect website. You are advised to check the Terms of Service from time to time for any updates or changes that may impact you. You must read, agree with and accept all of the terms and conditions contained in this Terms of Service agreement, including Stokdirect's User Policy ("SUP") and Privacy Policy before you may become a Stokdirect user.

Account Terms

1. You must be 18 years or older or at least the age of majority in the jurisdiction where you reside or from which you use this Service.
2. To access and use the Services, you must register for a Stokdirect account ("Account") by providing your full legal name, current address, phone number, a valid email address, and any other information indicated as required. Stokdirect may reject your application for an Account, or cancel an existing Account, for any reason, at our sole discretion.

3. You acknowledge that Stokdirect will use the email address you provide as the primary method for communication.
4. You are responsible for keeping your password secure. Stokdirect cannot and will not be liable for any loss or damage from your failure to maintain the security of your Account and password.
5. You are responsible for all activity and content such as photos, images, videos, graphics, written content, audio files, code, information, or data uploaded, collected, generated, stored, displayed, distributed, transmitted or exhibited on or in connection with your Account (“Materials”).
6. A breach or violation of any term in the Terms of Service, including the SUP, as determined in the sole discretion of Stokdirect will result in an immediate termination of your services.

Account Activation

1. Subject to section 2.1.2, the person signing up for the Service will be the contracting party (“Account Owner”) for the purposes of our Terms of Service and will be the person who is authorized to use any corresponding account we may provide to the Account Owner in connection with the Service.
2. If you are signing up for the Service on behalf of your employer, your employer shall be the Account Owner. If you are signing up for the Service on behalf of your employer, then you represent and warrant that you have the authority to bind your employer to our Terms of Service.

General Conditions

You must read, agree with and accept all of the terms and conditions contained in these Terms of Service, including the SUP and the Privacy Policy before you may become a member of Stokdirect.

1. The Terms of Service shall be governed by and interpreted in accordance with the laws of the Republic of South Africa applicable therein, without regard to principles of conflicts of laws. The parties irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of the Republic of South Africa with respect to any dispute or claim arising out of or in connection with the Terms of Service.
2. You acknowledge and agree that Stokdirect may amend these Terms of Service at any time by posting the relevant amended and restated Terms of Service on www.stokdirect.africa website, available at <https://wwwstokdirect.africa/terms-and-conditions> and such amendments to the Terms of Service are effective as of the date of posting. Your continued use of the Services after the amended Terms of Service are posted to www.stokdirect.africa website constitutes your agreement to, and acceptance of, the amended Terms

of Service. If you do not agree to any changes to the Terms of Service, do not continue to use the Service.

3. You may not use the Stokdirect service for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws), the laws applicable to you in your customer's jurisdiction, or the laws of the Republic of South Africa. You will comply with all applicable laws, rules and regulations in your use of the Service.
4. You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service without the express written permission by Stokdirect.
5. You shall not purchase search engine or other pay per click keywords (such as Google AdWords), or domain names that use Stokdirect or Stokdirect Virtual Wholesale (Pty) Ltd trademarks and/or variations and misspellings thereof.
6. Questions about the Terms of Service should be sent info@stokdirect.africa
7. You understand that your Materials may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.
8. You acknowledge and agree that your use of the Service, including information transmitted to or stored by Stokdirect, is governed by its privacy policy at <https://www.stokdirect.africa/terms-and-conditions>
9. The Terms of Service may be available in languages other than English. To the extent of any inconsistencies or conflicts between these English Terms of Service and Stokdirect's Terms of Service available in another language, the most current English version of the Terms of Service at <https://www.stokdirect.africa/terms-and-conditions> will prevail.

Stokdirect Rights

1. We reserve the right to modify or terminate the Service for any reason, without notice at any time
2. We reserve the right to refuse service to anyone for any reason at any time.
3. We may, but have no obligation to, remove Materials and suspend or terminate Accounts if we determine in our sole discretion that the goods or services offered via a store, or the Materials uploaded or posted to a store, violate our Stokdirect User Policy ("SUP") or these Terms of Service.
4. Verbal or written abuse of any kind (including threats of abuse or retribution) of any Stokdirect customer, Stokdirect employee, member, or officer will result in immediate Account termination.
5. Stokdirect does not pre-screen Materials and it is in our sole discretion to refuse or remove any Materials from the Service.

6. We reserve the right to provide our services to your competitors and make no promise of exclusivity in any particular market segment. You further acknowledge and agree that Stokdirect employees and contractors may also be Stokdirect customers/merchants and that they may compete with you, although they may not use your confidential information in doing so.
7. In the event of a dispute regarding Account ownership, we reserve the right to request documentation to determine or confirm Account ownership. Documentation may include, but is not limited to, a scanned copy of your business license, government issued photo ID, the last four digits of the credit card on file, etc.
8. Stokdirect retains the right to determine, in our sole judgment, rightful Account ownership and transfer an Account to the rightful owner. If we are unable to reasonably determine the rightful Account owner, Stokdirect reserves the right to temporarily disable an Account until resolution has been determined between the disputing parties.

Limitation of Liability

1. You expressly understand and agree that Stokdirect shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses resulting from the use of or inability to use the service.
2. In no event shall Stokdirect or our suppliers be liable for lost profits or any special, incidental or consequential damages arising out of or in connection with our site, our services or these Terms of Service (however arising including negligence). You agree to indemnify and hold us and (as applicable) our parent, subsidiaries, affiliates, Stokdirect partners, officers, directors, agents, employees, and suppliers harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of these Terms of Service or the documents it incorporates by reference (including the SUP), or your violation of any law or the rights of a third party.
3. Your use of the Service is at your sole risk. The Service is provided on an "as is" and "as available" basis without any warranty or condition, express, implied or statutory.
4. Stokdirect does not warrant that the Service will be uninterrupted, timely, secure, or error-free.
5. Stokdirect does not warrant that the results that may be obtained from the use of the Service will be accurate or reliable.
6. Stokdirect does not warrant that the quality of any products, services, information, or other Materials purchased or obtained by you through the Service will meet your expectations, or that any errors in the Service will be corrected.

Waiver and Complete Agreement

The failure of Stokdirect to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. The Terms of Service and the documents it incorporates by reference constitute the entire agreement between you and Stokdirect and govern your use of the Service, superseding any prior agreements between you and Stokdirect (including, but not limited to, any prior versions of the Terms of Service).

Intellectual Property and Customer Content

1. We do not claim any intellectual property rights over the Materials you provide to the Stokdirect service. All Materials you upload or provide us remains yours. You can remove your Stokdirect store at any time by sending a request to support@stokdirect.africa.
2. By uploading Materials, you agree: (a) to allow other internet users to view the Materials you post publicly to your store; (b) to allow Stokdirect to store, and in the case of Materials you post publicly, display, your Materials; and (c) that Stokdirect can, at any time, review all the Materials submitted to its Service, although Stokdirect is not obligated to do so.
3. You retain ownership over all Materials that you upload to a Stokdirect store; however, by making your store public, you agree to allow others to view Materials that you post publicly to your store. You are responsible for compliance of the Materials with any applicable laws or regulations.
4. We will not disclose your confidential information to third parties, except as required in the course of providing our services. Confidential information includes any Materials or information provided by you to us which is not publicly known. Confidential information does not include information that: (a) was in the public domain at the time we received it; (b) comes into the public domain after we received it through no fault of ours; (c) we received from someone other than you without breach of our or their confidentiality obligations; or (d) we are required by law to disclose.
5. Stokdirect shall have the non-exclusive right and license to use the names, trademarks, service marks and logos associated with your store to promote the Service

Stokdirect Producer Services

In addition to the terms applicable to Services generally, the following terms apply to your access and use of the Stokdirect Producer Services. The Stokdirect Producer Services include the Stokdirect Producer Dashboard website located at <https://www.stokdirect.africa> or any variant thereof, the Point-of-Sales software

("Stokdirect POS Software"), programs, documentation, apps, tools, internet-based services and components, and any updates thereto provided to you by Stokdirect.

1. Access to and use of the Stokdirect Services requires that you have an active and valid Account.
2. You agree to use the Stokdirect Producer Services in accordance with all procedures that may be provided by Stokdirect (Pty) Ltd from time to time.
3. While the Stokdirect Producer Services use encryption technology, and the law generally prohibits third parties from monitoring transmission, we cannot guarantee security with respect to the connection to the Stokdirect Producer Services, and we will not be liable for any unauthorized access to or use of data transmitted via the Stokdirect Producer Services.

Cancellation and Termination

1. You may cancel your Account at anytime by emailing support@stokdirect.africa and then following the specific instructions indicated to you in Stokdirect's response.
2. Upon termination of the Services by either party for any reason:
 1. Stokdirect will cease providing you with the Services and you will no longer be able to access your Account;
 2. where applicable, any outstanding balance owed to Stokdirect for your use of the Services through the effective date of such termination will immediately become due and payable in full;
3. We reserve the right to modify or terminate the Stokdirect Service or your Account for any reason, without notice at any time.
4. Fraud: Without limiting any other remedies, Stokdirect may suspend or terminate your Account if we suspect that you (by conviction, settlement, insurance or escrow investigation, or otherwise) have engaged in fraudulent activity in connection with the Site.

Modifications to the Service

1. Stokdirect reserves the right at any time, and from time to time, to modify or discontinue, the Service (or any part thereof) with or without notice.
2. Stokdirect shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service

Still have questions?

Email: info@stokdirect.africa

Stokdirect delivers innovative route-to-market for consumer goods producers in Africa.

Stokdirect User Policy

By accessing or using www.stokdirect.africa, you agree to comply with the terms and conditions of the Stokdirect User Policy.

Restricted Activities

You may not use Stokdirect in connection with any product, service, transaction or activity that:

1. violates any law or government regulation, or promotes or facilitates such by third parties;
2. violates any rule or regulation of Visa, MasterCard, payment provider or any other electronic funds transfer network (each, a “payment gateway”);
3. is fraudulent, deceptive, unfair or predatory;
4. causes or threatens reputational damage to us or any payment gateway;
5. involves any of the business categories listed in clause 2; or.
6. results in or creates a significant risk of chargebacks, penalties, damages or other harm or liability.

Certain Business Categories

You may not use Stokdirect in connection with any product, service, transaction or activity that:

1. falls within the Restricted and prohibited imports and exports of Southern Africa
2. relates to the sale and/or purchase of:
 1. banned narcotics, steroids, certain controlled substances or other products that present a risk a consumer's safety;
 2. blood, bodily fluids or body parts;
 3. burglary tools;
 4. destructive devices
 5. identity documents, government documents, personal financial records or personal information (in any form, including mailing lists);
 6. lottery tickets, sweepstakes entries or slot machines;
 7. offensive material or hate speech or items that promote hate, violence, racial intolerance, or the financial exploitation of a crime;
 8. police badges or uniforms;
 9. prescription drugs or devices;
 10. chemicals;
 11. recalled items;

12. prohibited services;
13. stocks or other securities;
14. stolen property;
15. items that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction;
16. sales of currency without BDC license (cryptocurrency);
17. stolen property;
18. equity crowdfunding;
19. Narcotic and habit-forming drugs in any form
20. Fully automatic, military, and unnumbered weapons, explosives and fireworks
21. Poison and other toxic substances
22. Cigarettes with a mass of more than 2 kilograms per 1,000
23. Goods to which a trade description or trademark is applied in contravention of any Act (for example, counterfeit goods)
24. Unlawful reproductions of any works subject to copyright
25. Prison-made and penitentiary-made goods
26. obscene material or pornography;
27. certain sexually oriented materials or services;
28. certain firearms, firearm parts or accessories, ammunition, weapons or knives; or
29. any product or service that is illegal or marketed or sold in such a way as to create liability to Stokdirect.

You can get full and updated list of [South African Prohibited and Restricted Imports and Exports list](#)

3. relate to transactions that:
 1. show the personal information of third parties in violation of applicable law;
 2. support pyramid or ponzi schemes, matrix programs, other "get rich quick" schemes or certain multi-level marketing programs;
 3. are associated with purchases of annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card;
 4. pertain to ammunitions and arms; and
 5. involve gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to casino games, sports betting, horse or greyhound racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes unless the operator has obtained prior approval from

Stokdirect and the operator and customers are located exclusively in jurisdictions where such activities are permitted by law.

6. fireworks, destructive devices and explosives;

Actions by Stokdirect

If, in our sole discretion, we believe that you may have engaged in any violation of the Stokdirect User Policy, we may (with or without notice to you) take such actions as we deem appropriate to mitigate risk to Stokdirect and any impacted third parties and to ensure compliance with the Stokdirect User Policy. Such actions may include, without limitation:

1. Suspending, restricting or terminating your access to and use of the Stokdirect's Services;
2. Terminating our business relationship with you, including termination without liability to Stokdirect of any payment service agreement between you and Stokdirect;
3. Taking legal action against you;
4. Contacting and disclosing information related to such violations to (i) persons who have sold/purchased goods or services from you, (ii) any banks or payment gateways involved with your business or transactions, (iii) law enforcement or regulatory agencies, and (iv) other third parties that may have been impacted by such violations; or
5. Assessing against you any fees, penalties, assessments or expenses (including reasonable attorneys' fees) that we may incur as a result of such violations, which you agree to pay promptly upon notice.

Updates, Modifications & Amendments

We may need to update, modify or amend our Stokdirect User Policy at any time. We reserve the right to make changes to the Stokdirect User Policy.

We advise that you check this page often, referring to the date of the last modification on the page.

Still have questions?

Email: info@stokdirect.africa

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