

# Terms and Conditions

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## Introduction

### Purpose:

Welcome to iWenze, your go-to platform for buying, selling, and discovering a wide range of goods and services within your community. We strive to create a safe, fair, and enjoyable environment for all users. By using the Service, you acknowledge that you have read, understood, and agree to comply with these Terms, our Privacy Policy, and any other policies or guidelines that may be applicable to specific areas of the Service.

These Terms cover important information about your rights and obligations, as well as the limitations and exclusions that may apply. We encourage you to review these Terms carefully and contact us if you have any questions.

## Definitions

### Clarification of Terms:

These Terms and Conditions ("Terms") govern the use of the iWenze website, mobile application and services (collectively, the "Service") offered by Computing Manager Local Technology Inc. (the "Company"), including any updates or modifications made by the Company over time.

Users ("you") are individuals or entities that access or use the Service, whether they have registered an account or not. When you create an "Account," you gain access to additional features of the Service. Upon registering for the service, Users may create an account specifically for making purchases, in which case they are referred to as "Buyers;" or they may create an account for making purchases and/or selling, in which case they are referred to as "Sellers."

"Content" includes any information, text, graphics, photos, videos, or other materials that appear on the Service, encompassing both user-generated content and proprietary content from iWenze. "Transactions" are the exchanges or agreements involving goods, services, or funds between Buyers and Sellers, or Sellers and Sellers facilitated through the Service.

Our "Privacy Policy" outlines how we collect, use, and protect your personal data, and it is an integral part of these Terms. Additionally, the term "Third-Party Services" refers to any external services or content that may be linked to or integrated with our Service.

### Acceptance of Terms:

By accessing, browsing or using the Service you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions ("Terms"), our Privacy Policy, and any other applicable guidelines or policies. These Terms constitute a legally binding agreement between you and iWenze. If you do not agree to these Terms, you must not use the Service. Your continued use of the Service signifies your acceptance of any modifications to these Terms, which may be made by the Company from time to time and posted on the website. It is your responsibility to review these

Terms periodically for any changes. If you do not agree to any updates or modifications, you must discontinue using the Service immediately.

## Eligibility

### User Requirements:

By accessing, browsing or using the Service, you represent and warrant that you are at least 18 years of age. If you are under 18, you may only use the Service under the supervision of a parent or legal guardian who agrees to be bound by these Terms. Furthermore, you affirm that you have not been previously suspended or removed from the Service and do not have more than one active account. If you are using the Service on behalf of a business or other entity, you represent and warrant that you have the authority to bind that entity to these Terms and that both you and the entity will comply with all applicable laws and regulations. Your eligibility to use the Service is contingent upon your compliance with these Terms, and any violation may result in the termination of your account and access to the Service.

## Account Responsibilities

### Account Creation:

When creating an account with the Service, you agree to provide accurate, current, and complete information about yourself or the enterprise you represent as prompted by our registration forms. You are responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account. You agree to notify the Service immediately of any unauthorized use of your account or any other breach of security. The Company will not be liable for any loss or damage arising from your failure to comply with these requirements. You also agree to update your information as necessary to keep it accurate and complete.

### Seller Responsibilities:

As a seller on iWenze, you are responsible for ensuring that all listings posted by you are accurate, truthful, and comply with the Company's policies and applicable laws. You agree not to post any false, misleading, or fraudulent listings. You are responsible for the goods and services you offer, including the quality, safety, and legality of the items listed, and you must ensure that your listings do not infringe on any third-party rights. You must also fulfill your obligations to buyers, including delivering goods and services as described in your listings. Failure to adhere to these responsibilities may result in the suspension or termination of your account and access to the Service, as well as potential legal action.

## User Conduct

### Prohibited Activities:

When using the Service, you agree to engage in respectful and lawful behavior. You must not engage in any activity that is illegal, harmful, or disruptive to other users or the Service. Prohibited activities include, but are not limited to: posting false, misleading, or fraudulent information; harassing or threatening others; transmitting spam or unsolicited communications; distributing viruses or any other harmful technologies; attempting to gain unauthorized access to our systems or other users' accounts; and using the Service for any commercial purposes not expressly permitted by the Company. Engaging in any of these activities may result in the suspension or termination of your account and legal action.

## Intellectual Property

### Ownership:

All content, features, and functionality on the Service, including but not limited to text, graphics, logos, icons, images, audio clips, video clips, data compilations, and software, are the exclusive property of the Company or its content suppliers and are protected by international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws. The iWenze logo and all related names, logos, product and service names, designs, and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company.

### Usage Rights:

Subject to your compliance with these Terms, the Company grants you a limited, non-exclusive, non-transferable, non-sublicensable license to access and use the Service. This license is for the sole purpose of enabling you to use and enjoy the benefit of the Service as provided by the Company, in the manner permitted by these Terms. You may not copy, modify, distribute, sell, or lease any part of our Service or included software, nor may you reverse engineer or attempt to extract the source code of that software, unless laws prohibit those restrictions or you have our written permission.

### User-Generated Content:

As a user, you retain ownership of any content you post on the Service, including text, images, and other materials. However, by posting content, you grant the Company a non-exclusive, royalty-free, worldwide, perpetual license to use, modify, reproduce, distribute, and display such content in connection with the operation and promotion of the Service. You represent and warrant that you have the necessary rights to post the content and that your content does not infringe upon the rights of any third party. The Company is not responsible for any content posted by users and does not endorse any user-submitted content. You are solely responsible for your interactions with other users and any content you post.

## License to Use

### Buyers

#### *Grant of License*

By registering as a Buyer, you are granted a limited, non-exclusive, non-transferable license to access and use the Service for the purpose of browsing, purchasing, and receiving products from sellers in accordance with these Terms of Service.

#### *Scope of License*

This license permits you to search for products, place orders, communicate with sellers, and utilize any features or tools provided by the Service to enhance your shopping experience. You may also access and use any documentation or support resources provided by the Service to assist you in navigating and using the platform effectively.

### Sellers

#### *Grant of License*

In addition to those terms outlines above for Buyers, by registering as a Seller, you are also granted a limited, non-exclusive, non-transferable license to access and use the platform for the purpose of listing, promoting, and selling your products to customers in accordance with these Terms of Service.

#### *Scope of License*

In addition to those terms outlines above for Buyers, this license permits you to create and manage product listings, interact with customers, process orders, and utilize the Service's suite of seller tools and services to facilitate your business operations. You may also access and use any documentation or educational resources provided by the Service to enhance your selling experience.

### Restrictions

You agree not to use the Service for any purpose other than purchasing products in compliance with applicable laws, regulations, and the Company's policies. This license does not grant you any rights to the Service's intellectual property or proprietary information, and you may not reproduce, modify, distribute, or create derivative works based on the Service or its contents without the Company's prior written consent.

## Payment Terms

### Pricing and Fees:

As a Seller on the platform, you agree to pay a fee for each completed sale, which is calculated as a percentage of the total selling price of your product. The specific percentage rate will be outlined in

your seller agreement and may vary based on product category or other factors. These fees are automatically added to the purchase price shown to Buyers at checkout, and deducted from the sales proceeds before the balance is credited to your account.

Certain features of the Service may require payment of fees. Prices for all special services will be clearly displayed on our website or mobile applications. By purchasing any special service, you agree to pay the applicable fees as set forth in our pricing schedule. The Company reserves the right to change prices for services at any time, and such changes will be effective immediately upon posting on the Service. Your continued use of the Service after any price change constitutes your acceptance of the new prices.

### Billing:

When you purchase a service requiring payment, you agree to provide accurate and complete billing information. You authorize the Company or its third-party payment processors to charge the designated payment method for the total amount of the transaction, including any applicable taxes and fees. When you make a transaction as a Buyer or Seller, your account will be billed for the applicable fees at the time of sale. You authorize the platform to deduct these fees before the remaining balance is transferred to the Sellers's designated payout method. In the event of a return or refund, the platform reserves the right to adjust the fees accordingly and deduct any applicable amounts from your account balance. You are solely responsible for maintaining the security of your payment information. The Company is not responsible for any unauthorized charges made using your payment information.

### Refunds and Cancellations:

All fees paid for Company services are non-refundable, except as expressly provided in these Terms or as required by applicable law. If you cancel a service before the end of the current billing cycle, you will not receive a refund for any unused portion of the service. The Company reserves the right to terminate or suspend your access to paid services if you fail to pay the required fees or if your payment method is declined. In the event of termination or suspension, you will not be entitled to a refund of any fees paid.

## Refunds and Cancellations

### Refund Policy

If a Buyer is not satisfied with a purchase, they may request a refund in accordance with the Service's refund policy. Refunds will be processed based on the condition of the product, the reason for the return, and any specific return policies set by the Seller. All refund requests must be submitted within 10 days of the delivery date. Refunds will be issued to the original payment method used for the purchase.

## Seller Responsibilities

As a Seller, you are responsible for clearly stating your refund and return policies on your product listings. You must honor all valid refund requests that comply with the platform's policies and your stated return policies.

## Platform Role

The Service facilitates the refund process but does not directly handle the funds for refunds. Instead, the Service provides the necessary tools and support to ensure that refunds are processed smoothly between the Buyer and Seller. The platform may intervene in disputes to ensure compliance with its policies and to protect both parties' interests.

## Cancellations

Buyers may cancel their orders within a specific time frame, as defined by the platform's cancellation policy, which typically aligns with the order processing time. Once an order has been shipped or fully processed for pick-up, it can no longer be canceled and must go through the return and refund process. Sellers must promptly process cancellations and update the order status on the platform to reflect the cancellation.

## Effect of Refunds and Cancellations on Fees

In the event of a refund or cancellation, the Service reserves the right to adjust the fees charged to the Seller accordingly. Any fees previously deducted for the sale may be refunded to the Seller or adjusted based on the final transaction outcome. Sellers will be notified of any fee adjustments through their account statements.

## Disclaimers

### Warranty Disclaimer:

The Service is provided on an "as is" and "as available" basis, without any warranties or representations of any kind, whether express or implied. We do not warrant that the Service will be uninterrupted, error-free, secure, or free of viruses or other harmful components. We make no guarantees regarding the accuracy, reliability, completeness, or timeliness of the content available through the Service.

### User Responsibilities:

You acknowledge and agree that your use of the Service is at your own risk. You are solely responsible for any consequences arising from your use of the Service, including any reliance on the accuracy or completeness of the information provided. The Company does not endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the Service or any hyperlinked website. To the fullest extent permitted by law, the Company, its affiliates, officers, directors, employees, agents, and licensors expressly disclaim all warranties of any kind, whether express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, and non-infringement.



## Limitation of Liability:

To the fullest extent permitted by law, the Company, its affiliates, officers, directors, employees, agents, and licensors shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, arising out of or in connection with your use of the Service or any content available through the Service, whether based on warranty, contract, tort (including negligence), or any other legal theory, even if the Company has been advised of the possibility of such damages.

## Indemnification

### User Indemnity:

By using the Service, you agree to indemnify, defend, and hold harmless the Company, its affiliates, and their respective officers, directors, employees, agents, and representatives from and against any and all claims, liabilities, damages, losses, costs, and expenses, including reasonable attorneys' fees, arising out of or in any way connected with your access to or use of the Service. This includes, but is not limited to, any content you post, your violation of these Terms, your infringement of any intellectual property or other rights of any person or entity, or any dispute you have with another user. The Company reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of these claims. You will not settle any claim without our prior written consent. This indemnification obligation will survive the termination or expiration of these Terms and your use of the Service.

## Termination

### Termination Rights:

The Company reserves the right to suspend or terminate your access to the Service at any time, with or without cause, and with or without notice. We may terminate or suspend your account if you violate these Terms, engage in any conduct that we deem harmful or inappropriate, or if we believe it is necessary to protect the safety, security, or integrity of the Service, our users, or the public. Additionally, you have the right to terminate your account at any time by following the procedures outlined on our website. Upon termination, all rights and licenses granted to you in these Terms will immediately cease.

### Effect of Termination:

Upon termination of your account, whether initiated by you or the Company, your right to use the Service will immediately cease. You will no longer have access to your account, including any data, listings, or content associated with it. The Company reserves the right to delete or retain your content and information as required by law or in accordance with our Privacy Policy. Termination does not relieve you of any obligations to pay any fees or costs accrued prior to termination and

does not limit any other remedies the Company may have against you. Provisions of these Terms that, by their nature, should survive termination, including but not limited to, indemnification, disclaimers, limitations of liability, and governing law, will continue to apply post-termination.

## Governing Law and Dispute Resolution

### Governing Law:

These Terms and your use of the Service shall be governed by and construed in accordance with the laws of country or city where you are using the platform, without regard to its conflict of law provisions. Any legal action or proceeding arising out of or related to these Terms or your use of the Service shall be brought exclusively in the courts of country or city where you are using the platform.

### Dispute Resolution:

#### *Informal Resolution:*

Before initiating any formal legal proceedings, you agree to first attempt to resolve any dispute, claim, or controversy arising out of or relating to these Terms or your use of the Service informally. You may contact the Service's customer support team to seek resolution.

#### *Arbitration:*

If the dispute cannot be resolved informally, you agree to resolve any claims or disputes arising under these Terms through binding arbitration administered by a neutral arbitrator. The arbitration shall be conducted in accordance with the rules of the country or city where you are using the platform, and the decision of the arbitrator shall be final and binding.

#### *Exceptions:*

Notwithstanding the above, either party may bring an individual action in small claims court. In addition, the Company may seek injunctive relief or other equitable relief in any court of competent jurisdiction to enforce these Terms or to prevent an infringement of a third party's rights.

### Legal Compliance:

You agree to comply with all applicable laws, rules, and regulations in connection with your use of the Service. This includes, but is not limited to, laws regarding intellectual property rights, privacy, consumer protection, and anti-discrimination.

### Consumer Rights:

The Company is committed to protecting the rights of consumers. If you are a consumer, your statutory rights will not be affected by these Terms. Nothing in these Terms shall limit or exclude any statutory rights that you may be entitled to as a consumer under the laws of your country of residence.

## Language and Localization

### Language Versions:

The Company may provide translations of these Terms and Conditions for your convenience. However, in the event of any discrepancy or conflict between the translated versions and the French version, the French version shall prevail. The French version of these Terms and Conditions governs your relationship with the Company and your use of the Service. If you access the Service in a language other than French, you acknowledge and agree that you do so at your own risk, and you are solely responsible for understanding and complying with the French version of these Terms and Conditions.

## Currency and Payment

### Currency

All prices and fees displayed on the Service are in USD, unless otherwise stated. You are responsible for ensuring that you understand the currency in which prices are quoted and for any currency conversion fees that may apply to your transactions.

### Payment Methods

The Company accepts various payment methods for the purchase of services, including but not limited to credit cards, debit cards, electronic funds transfer, and other online payment platforms. By providing your payment information, you authorize the Service or its third-party payment processors to charge your designated payment method for the total amount of the transaction, including any applicable taxes and fees.

### Payment Security

The Company takes the security of your payment information seriously and employs industry-standard security measures to protect your data. However, you acknowledge and agree that no method of transmission over the internet or electronic storage is completely secure, and the Company cannot guarantee the absolute security of your payment information.

### Billing

Your payment information will be securely stored by the service or its third-party payment processors for billing purposes. You agree to provide accurate and complete billing information and to promptly update such information as necessary to ensure accurate billing. The Company reserves the right to suspend or terminate your access to paid services if your payment information is invalid or if payment is not received.

### Taxes and Fees

You are responsible for paying any applicable taxes, duties, or other government-imposed fees associated with your use of the Service or the purchase of services. Prices and fees displayed on the Service do not include any such taxes or fees, unless otherwise stated.

## Modifications to Terms

### Amendments:

The Company reserves the right to amend or update these Terms and Conditions at any time without prior notice. Any modifications to the Terms will be effective immediately upon posting on the Service website or mobile applications. It is your responsibility to review these Terms periodically for any updates or amendments.

### User Agreement to Changes:

Your continued use of the Service after any changes to the Terms constitutes your acceptance of the revised Terms. If you do not agree to any modifications, you must discontinue using the Service immediately. The Company may also notify you of significant changes to the Terms via email or other communication channels, but such notification is not guaranteed.

### Severability:

If any provision of these Terms and Conditions is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of these Terms and Conditions shall continue in full force and effect.

### Entire Agreement:

These Terms and Conditions, together with any policies or operating rules posted by the Service, constitute the entire agreement and understanding between you and the Company regarding the use of the Service. This agreement supersedes any prior or contemporaneous communications and proposals, whether oral or written, between you and the platform.

### Waiver:

The failure of the Service to exercise or enforce any right or provision of these Terms and Conditions shall not operate as a waiver of such right or provision. Any waiver of these Terms and Conditions by the Service must be in writing and signed by an authorized representative of the platform.

### Links to Third-Party Sites:

The Service may contain links to third-party websites or services that are not owned or controlled by the platform. The platform has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party websites or services. You acknowledge and agree

that the platform shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods, or services available on or through any such websites or services.

## User Support and Contact Information:

For any questions or concerns regarding these Terms and Conditions, your account, or the Service, please contact our user support team. You can reach us by:

- Email: [admin@iWenze.com](mailto:admin@iWenze.com)
- Phone: +243 826-684-256

Our support team is available [insert hours of operation] to assist you with any inquiries or issues you may have.