

Zimall Merchant Policy

As a registered member of the Site, you may list item(s) for sale on the Site. You may only offer for sale or sell item(s) on the Site in compliance with applicable laws and you must be legally able to offer for sale or sell such items under applicable laws. Listings may only include text descriptions, graphics and pictures that describe your item for sale. All listed items must be listed in an appropriate category on the Site. All of your listed items must be kept in stock to allow for the immediate completion of your transaction with the buyer. The listing description of the item must not be misleading and must describe the actual current condition of the item. If the item description does not match the actual current condition of the item, you agree to refund any amounts in relation to that item that you may have received from the buyer. You agree not to list a single item multiple times for "buy now" sales, including without limitation across various categories on the Site. You acknowledge and agree that ZIMALL.CO.ZW has the right to delete such multiple listings of the same item.

While using the Site, you will not directly or indirectly, offer, attempt to offer, trade in, attempt to trade in, or include descriptions or **links to any items deemed illegal by state law.**

ZIMALL shall not be liable for any products in your custody. When a sell is realised online this does not mean we are now responsible for the product you shall remain in full responsibility of the product until delivered to the buyer. If you organise your own delivery to the buyer, ZIMALL.CO.ZW, its officers, employees, agents, affiliates and suppliers shall not be liable for any happenings, actions, inactions, misfortunes, damages, losses realised.

Before you list an item for sale through the Site, we request you to review the fees that you will be charged based on our Fees & Charge Policy which we may amend from time to time with immediate effect by posting the changes on the Site.

ZIMALL.CO.ZW may choose to temporarily change the fees for our services for promotional events (for example, free shipping days) or new services, and such temporary changes are effective in accordance with their terms when we post them on the Site.

Unless otherwise stated, all fees shall be quoted in USD. You must pay all fees payable to ZIMALL.CO.ZW (and any applicable charges) within 14 days of the date of any invoice to you from ZIMALL.CO.ZW with a valid payment method as set out in our Fees & Charge Policy.

In case of non-payment of fees and/or any applicable charges by you to ZIMALL.CO.ZW, without prejudice to any other rights and remedies of ZIMALL.CO.ZW under this User Agreement or at law, ZIMALL.CO.ZW without liability reserves the right to:

- Issue you with a warning regarding the non-payment in question.
- Temporarily or indefinitely suspend, limit or withdraw your access to the Site and/or your membership, if you fail to make the outstanding payment within 7 calendar days of ZIMALL.CO.ZW issuing a warning to you.
- ZIMALL.CO.ZW also reserves the right to take any necessary steps including legal action in case of non-payment of fees by you to ZIMALL.CO.ZW
- Invoice you for a fixed late payment fee (as set out in our Fees and Credit Policy from time to time). **or**

- Take any steps ZIMALL.CO.ZW considers necessary including without limitation legal action for recovery of the outstanding fees and/or any applicable taxes and charges.

Fees and Charges

Listing your products on the Site is free of charge. You can either manage your own storefront or you can have our store managers do it for you, which will attract a monthly minimum fee of \$45.00. Depending on the number of your products, the store management fee may be higher.

ZIMALL will charge commissions for every sale at a rate of 5 to 30% of the product price depending on the product type. All payments from customers will come through ZIMALL and the amount due for the products sold will then be forwarded to you, the Merchant, after deducting our commissions and shipping costs. ZIMALL will forward the payment using either the bank, cash, Telecash or Ecocash. All transfer fees will be debited from your amount due for the products sold.

Taxes

You agree that you will collect all taxes due from sells made through the Site and pay to the responsible authority. To the extent permitted by law, ZIMALL.CO.ZW, its officers, employees, agents, affiliates and suppliers shall not be liable for any payment or non-payment of taxes by merchants.

Returns

Please read our Return Policy. If you **set a product as returnable** during product upload this implies that you agree to refund any amounts in relation to that item that you may have received from the buyer or exchange product if an unsatisfactory product is delivered to the buyer.

If a buyer is unhappy with the product you delivered and reports to ZIMALL within 48hours of receiving the product, ZIMALL will contact you to verify the product details and to facilitate the return process. ZIMALL.CO.ZW may limit, suspend or withdraw your membership and / or your access to the ZIMALL.CO.ZW if you fail to honour your return agreement.

On becoming a member of the Site, you agree:

- You will not include: (i) any of your contact details, including but not limited to email addresses, telephone numbers or other personal details in your product information.
- Your store name shall not include the word "ZIMALL".
- You will treat any other member's information provided to you (in accordance with these terms of use and the information on the Site) by ZIMALL.CO.ZW or any other user as confidential.
- You will maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete or if ZIMALL.CO.ZW has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, or not in accordance with this User Agreement, without prejudice to any other rights and remedies of ZIMALL.CO.ZW under this User Agreement or at law, ZIMALL.CO.ZW has the right to indefinitely suspend, limit or withdraw your access to the Site and/or your membership of the Site.

- Not to sell items that to your knowledge are defective, fake, damaged, false or misleading or that may through normal use harm another Site user's interest or health;
- Not to sell used or second hand products unless granted specific permission by ZIMALL and the product is clearly labelled that its used and or refurbished.

ZIMALL.CO.ZW may (in its sole discretion and at any time), make any inquiries it considers necessary (whether directly or through a third party), and request that you provide it with further information or documentation, including without limitation to verify your identity and/or ownership of your financial instruments. Without limiting the foregoing, if you are a business entity or registered on behalf of a business entity such information or documentation may include your trade license, other incorporation documents and/or documentation showing any person's authority to act on your behalf. You agree to provide any information and/or documentation to ZIMALL.CO.ZW upon such requests. You acknowledge and agree that if you do not, ZIMALL.CO.ZW without liability may limit, suspend or withdraw your access to the Site and/or your membership of the Site. We also reserve the right to cancel unconfirmed / unverified accounts or accounts that have been inactive for a long time.

No Fakes Policy

Before listing your product, merchants should make sure that the item they are listing is authentic. If a fake product is discovered listed on ZIMALL.CO.ZW, the product will be removed and the merchant will be subject to being permanently banned from selling on ZIMALL.CO.ZW. Merchants must have full knowledge of the product they list on ZIMALL.CO.ZW. If merchants are not sure about an items authenticity, then do not list it until certain. To the extent permitted by law, ZIMALL.CO.ZW, its officers, employees, agents, affiliates and suppliers shall not be liable for any fake products sold.

Product Title Policy

List product titles clearly and accurately. The product title should help identify an item. Being honest about what you are selling helps buyers find exactly what they are looking for. Avoid giving false details just to attract people to your listing. Remember, inaccurate or misleading product titles are not allowed on ZIMALL.CO.ZW. **Product titles should be clear to the buyer.**

- Do not write unclear titles, i.e. 'Apple iPhone'. Be specific, e.g. 'Apple iPhone 5 - 16GB, Black and Slate'
- Do not provide incorrect or inconsistent information in title. If you are selling a red shirt, the title cannot say "Adidas shirt size L - Shoes, Hat, Shorts."
- Do not mention item quantity in the title. (Exception: Come in a three pack or set of 2 or more is ok to mention in title)
- Do not write personal statements in the title, e.g. "I use Apple products all the time".
- Do not make an offer or promotional statement in the product title.
- Do not put your contact information in the title.
- Do not misrepresent a product in the title.
- Do not use subscript, superscript, or other special characters (e.g., TM, ©, ?, ½, ", °) in the listing title, product description, or in any other field. The only special characters allowed are spaces and the dash "-".

- Symbols must be replaced by words that buyers can search for. Example: use "Copyright" instead of © and "degrees" instead of °.
- Do not provide Links and URL's in the title.

Conclusion

By agreeing to this contract you are taking responsibility for all products sold in your store front. Without prejudice to any other rights and remedies of ZIMALL.CO.ZW under this User Agreement or at law or otherwise, ZIMALL.CO.ZW may limit, suspend or withdraw your membership and / or your access to the ZIMALL.CO.ZW at any time, without notice, for any reason, including without limitation, breach of the User Agreement and our Merchant Policy.

Merchant Agreement

_____ known as "**The Merchant**" agrees to enter into this contract with **Carbon Microsystems (Pvt) Ltd** trading as "**Zimall**" on (date)_____.

This agreement is based on the following provisions:

- **Zimall** will sell **The Merchant**'s products online, via zimall.co.zw
- **Zimall** will organize delivery for products sold online.
- **Zimall** will receive payments for products sold online and pay **The Merchant** after deducting its commissions, transaction and delivery fees.
- **The Merchant** will respond to order requests in a timely manner, as specified in the Merchant Policy.
- **The Merchant** will pay _____% sales commission and for any charges incurred by **Zimall** in forwarding the payments to them.

Furthermore, **The Merchant** agrees:

To the Merchant Policy, attached and also available on zimall.co.zw

And **Zimall** agrees:

To forward the payments for products sold online to **The Merchant** as specified in the merchant policy

Invalidity or unenforceability of one or more provisions of this agreement shall not affect any other provision of this agreement.

This agreement is subject to the laws and regulations of Zimbabwe

Signed:

Merchant Representative Name

Signature and date

Zimall Representative Name

Signature and date