

Terms and conditions

Introduction

Welcome to becapicom website (the "platform"). These terms and conditions ("Terms and Conditions") apply to the Platform, and all of its divisions, subsidiaries, and affiliate operated Internet platform which reference these Terms and Conditions. This website is owned and operated by Iwachu Company Limited.

becapicom is a market platform open for everybody to sell their products or services. The products or services on the platform are neither owned by becapicom nor becapicom is involved in the actual sale transaction between the buyers and sellers on the Platform. As far as the platform is concerned "we", "us" and "our" all refer to becapicom.

Accessing the Platform, entails understanding of the Terms and Conditions of this platform. Therefore if you do not accept these Terms and Conditions of use, you should not use this platform. The right to change, modify, add, or remove portions of these Terms and Conditions of use at any time is reserved for the platform itself. Changes will be effective when posted on the Platform with no other notice provided. You are advised to update yourself with these Terms and Conditions of use regularly. Your using of the Platform after changes are posted will mean acceptance of those changes.

Conditions of transactions and payment

Payment by Buyer to the Seller: Payments for Materials, Books and Music will be paid through a working mobile money service (mpesa, tigopesa, airtel money and halopesa), VISA, Master Card, ewallet pesapal, American Express to Iwachu Company Limited mobile money collection account(s) where the procedures to make payments will be shown when a buyer wants to buy. And payments for other products or services will be discussed between the seller and the buyer and becapicom will not be involved. Hence it is agreement between buyer and seller.

Payment of Shipping cost: Product delivery method from the seller to the buyer will be agreed between the buyer and the seller.

Payment Calculation on Materials and Books: The revenue collected by BECAPI PLATFORM on behalf of the Seller is based on the orders successfully delivered and or paid for by the customer. The Seller understands that the items shipped but not delivered at the time of the payment are not included in the payment. The item can be downloaded or shipped as hard copy.

Collection of VAT: VAT liability for the product sold rests with the Seller and BECAPI PLATFORM will not be responsible for any VAT obligations that may arise. BECAPI

PLATFORM will remit and declare applicable taxes, including VAT on the amount of the commission and fees collected for its services and withholding tax where applicable.

Use of the Platform

Using this platform you confirm that you are at least 18 years of age or are accessing it under the supervision of a parent or legal guardian. You can use the platform without license limit as long as you adhere to these Terms and Conditions. Commercial use or use on behalf of any third party is prohibited, except as explicitly permitted by us in advance. Any breach of these Terms and Conditions shall result in the immediate revocation of the license granted in this paragraph without notice to you. Content provided on this Platform is solely for informational purposes. Product representations expressed on this Platform are those of the vendors and are not made by us. Submissions or opinions expressed on this Platform are those of the individual posting such content and may not reflect our opinions. Certain services and related features that may be made available on the Platform may require registration or subscription. Should you choose to register or subscribe for any such services or related features, you agree to provide accurate and current information about yourself, and to promptly update such information if there are any changes. Every user of the Platform is solely responsible for keeping passwords and other account identifiers safe and secure. The account owner is entirely responsible for all activities that occur under such password or account. Furthermore, you must notify us of any unauthorized use of your password or account. The Platform shall not be responsible or liable, directly or indirectly, in any way for any loss or damage of any kind incurred as a result of, or in connection with, your failure to comply with this section. During the registration process you agree to receive promotional emails from the Platform. You can subsequently opt out of receiving such promotional e-mails by clicking on the link at the bottom of any promotional email.

Accessibility of the Platform

We aim to ensure accessibility to the platform at all times, however, we make no representations of that nature and reserve the right to terminate the website at any time and without notice. You accept that service interruption may occur in order to allow for platform improvements, scheduled maintenance or may also be due to outside factors beyond our control.

Abusing BECAPI PLATFORM

becapi and the community work together to keep our platform and services working properly and the community safe. Please report problems, offensive content and policy breaches to us. We work to ensure that listed items do not infringe upon the copyright, trademark or other intellectual property rights of third parties. If you believe that your intellectual property rights have been infringed, please notify our team and we will investigate and act accordingly.

User submissions

Anything that you submit to the Platform and/or provide to us, including but not limited to, questions, reviews, comments, and suggestions (collectively, "Submissions") will become our sole and exclusive property and shall not be returned to you. In addition to the rights applicable to any Submission, when you post comments or reviews to the Platform, you also grant us the right to use the name that you submit, in connection with such review, comment, or other content. You shall not use a false e-mail address, pretend to be someone other than yourself or otherwise mislead us or third parties as to the origin of any Submissions. We may, but shall not be obligated to, remove or edit any Submissions.

Order acceptance and pricing

Please note that there are cases when an order cannot be processed for various reasons. The Platform reserves the right to refuse or cancel any order for any reason at any given time. You may be asked to provide additional verification or information, including but not limited to phone number and address, before we accept the order. We are determined to provide the most accurate pricing information on the Platform to our users; however, errors may still occur, such as cases when the price of an item is not displayed correctly on the website. As such, we reserve the right to refuse or cancel any order. In the event that an item is mis priced, we may, at our own discretion, either contact you for instructions or cancel your order and notify you of such cancellation. We shall have the right to refuse or cancel any such orders whether or not the order has been confirmed and your debit/credit card charged.

Trademarks and copyrights

All intellectual property rights, whether registered or unregistered, in the Platform, information content on the Platform and all the website design, including, but not limited to, text, graphics, software, photos, video, music, sound, and their selection and arrangement, and all software compilations, underlying source code and software shall remain our property. The entire contents of the Platform also are protected by copyright as a collective work under Tanzania copyright laws and international conventions. All rights are reserved.

Legal disputes

If a dispute arises between you and 'Becapi Platform', our goal is to provide you with a neutral and cost effective means of resolving the dispute quickly. Accordingly, you and 'Becapi Platform' agree that we will resolve any claim or controversy at law or equity that arises out of this Agreement or our services in accordance with one of the subsections below or as we and you otherwise agree in writing. Before resorting to these alternatives, we strongly encourage you to first contact us directly to seek a resolution. We will consider reasonable requests to resolve the dispute through alternative dispute resolution procedures, such as arbitration, as alternatives to litigation.

Applicable law and jurisdiction

These Terms and Conditions shall be interpreted and governed by the laws in force in the United Republic of Tanzania. Subject to the Arbitration section below, each party hereby agrees to submit to the jurisdiction of the courts of Tanzania and to waive any objections based upon venue.

Privacy

We do not sell or rent your personal information to third parties for their marketing purposes without your explicit consent. We use your information only as described in the 'Becapi Platform' Privacy and Confidentiality Policy. We view protection of users' privacy as a very important community principle. We store and process your information on computers that are protected by physical as well as technological security devices. You can access and modify the information you provide us and choose not to receive certain communications by signing-in to your account. We use third parties to verify and certify our privacy principles. For a complete description of how we use and protect your personal information, see the 'Becapi Platform' Privacy and Confidentiality Policy. If you object to your information being transferred or used in this way please do not use our services.

Indemnity

You will indemnify and hold us (and our officers, directors, agents, subsidiaries, joint ventures and employees) harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of this Agreement, or your violation of any law or the rights of a third party.

Notices

We shall send notices to you by email to the email address you provide to 'Becapi Platform' during the registration process. Notice shall be deemed given 24 hours after email is sent, unless the sending party is notified that the email address is invalid. Alternatively, we may give you legal notice by registered mail to the address provided during the registration process. Notices sent to you by registered mail shall be deemed to have been received by that party three days after the date of mailing.

Termination

In addition to any other legal or equitable remedies, we may, without prior notice to you, immediately terminate the Terms and Conditions or revoke any or all of your rights granted under the Terms and Conditions. Upon any termination of this Agreement, you shall immediately cease all access to and use of the Platform and we shall, in addition to any other legal or equitable remedies, immediately revoke all password(s) and account identification issued to you and deny your access to and use of this Platform in whole or in part. Any termination of this

agreement shall not affect the respective rights and obligations (including without limitation, payment obligations) of the parties arising before the date of termination. You furthermore agree that the Platform shall not be liable to you or to any other person as a result of any such suspension or termination. If you are dissatisfied with the Platform or with any terms, conditions, rules, policies, guidelines, or practices of Juwel E Services Tanzania Limited in operating the Platform, your sole and exclusive remedy is to discontinue using the Platform.

Severe ability

If any portion of these Terms and Conditions is held by any court or tribunal to be invalid or unenforceable, either in whole or in part, then that part shall be severed from these Terms and Conditions and shall not affect the validity or enforceability of any other section listed in this document.

Miscellaneous provisions

You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. Assigning or sub-contracting any of your rights or obligations under these Terms and Conditions to any third party is prohibited unless agreed upon in writing by the seller. We reserve the right to transfer, assign or sub-contract the benefit of the whole or part of any rights or obligations under these Terms and Conditions to any third party.