

1. ABOUT THE COMPANY

1.1. **Keedz** is an online marketplace and virtual trading platform ("the Platform") designed to allow registered users to buy and sell new/self-made and second-hand goods, and to operate their own online shop ("Shop").

1.2. The Platform is owned and operated by **Keedz Market (Pty) Ltd**, 2025/634187/07, a company duly incorporated under the laws of the Republic of South Africa. Contact email: support@keedz.co.za.

1.3. By registering as a user on the Platform ("User"), you acknowledge that you have read, understood, and agreed to be bound by these Terms and Conditions ("Terms"), and you undertake to comply with them at all times.

1.4. These Terms set out the rights, responsibilities, and obligations of all parties making use of the Platform. Please read them carefully before using the Platform. By continuing to use the Platform, Keedz will assume that you have accepted these Terms in full.

1.5. For the purposes of these Terms:

- **"User"** refers to any person accessing or using the Platform.
- **"Smartie Thrifty (Seller)"** refers to a User who lists or sells goods on the Platform.
- **"Savvy Thrifty (Buyer)"** refers to a User who purchases goods on the Platform.
- The terms **"Keedz"**, **"our"**, **"us"**, or **"we"** refer to Keedz (Pty) Ltd and its representatives.

2. AGE REQUIREMENT & GUARDIAN CONSENT

2.1. You must be at least **18 years of age** to independently register and use the Platform.

2.2. Users below the age of **17 years ("minors")** may only access and use the Platform with the consent and supervision of a parent or legal guardian. By allowing a minor to access or register on Keedz, the parent/guardian accepts full responsibility for:

- the minor's actions and use of the Platform;
- any transactions entered into by the minor; and
- ensuring compliance with these Terms.

2.3. Keedz reserves the right to suspend or terminate the account of any User where there is reason to believe that the Platform is being used without proper parental/guardian consent.

3. APPROVAL OF USERS AND GOODS

3.1. Every Shop created on Keedz is subject to **prior approval** by Keedz before becoming active.

3.2. All goods listed for sale on the Platform are likewise subject to Keedz' approval and ongoing monitoring.

3.3. Keedz reserves the right, in its sole discretion, to remove any item, listing, or Shop from the Platform if it is deemed inappropriate, misleading, unlawful, or unsuitable for our target user group (ages 0–19), without prior notice to the User.

3.4. Users may not list prohibited, dangerous, counterfeit, illegal, or age-inappropriate goods.

4. DISCLAIMER OF LIABILITY

4.1. Keedz is a **facilitator** only. We provide the Platform where Users may connect, but we are **not a party** to transactions between Buyers and Sellers.

4.2. Keedz shall not be held liable for:

- the accuracy, quality, or correctness of goods sold (including, but not limited to, items such as textbooks, school uniforms, or shoes);
- the actions, representations, or behaviour of any service provider (including, but not limited to, tutors, babysitters, or other individuals advertising on the Platform);
- the performance or non-performance of third-party service providers such as payment gateways or courier companies.

4.3. While Keedz enables integrations with such service providers, we are not affiliated with them, and Users engage with these services at their own risk.

4.4. Users agree to indemnify and hold Keedz harmless against any claims, damages, or losses arising from their use of the Platform or reliance on third-party services.

5. SERVICE FEES

5.1. Keedz may charge service fees for transactions made through the Platform. These fees, if applicable, will be clearly displayed prior to finalising a transaction.

5.2. Fees may include, but are not limited to: commission on sales, payment processing charges, and costs related to courier integrations.

5.3. All service fees are non-refundable, except where expressly required by law.

5.4. Keedz reserves the right to review and adjust service fees at any time, and such changes will take effect after reasonable notice to Users.

6. SECURITY

6.1. Keedz takes reasonable technical and organisational measures to safeguard the integrity and availability of the Platform. However, Keedz cannot guarantee that the Platform will always operate without disruption, delay, or error.

6.2. Users are responsible for ensuring that their devices, browsers, and internet connections are secure. Keedz will not be liable for any loss or damage resulting from malware, phishing, or other cyber threats.

6.3. Users agree not to attempt to interfere with, disrupt, or misuse the Platform, including by introducing harmful code or by engaging in activities designed to overload or compromise the system.

7. PAYMENTS

7.1. Keedz uses third-party service providers to process payments and facilitate payouts. By making use of these services, Users agree to comply with the terms of such payment providers.

7.2. Keedz does not control or guarantee the continuous availability of any payment gateway, and shall not be held responsible for failed, delayed, or disrupted transactions.

7.3. Keedz only acts as a limited payment collection agent for Sellers. Funds will be released to Sellers once the Buyer has confirmed receipt of the goods, or as otherwise determined by Keedz in accordance with these Terms.

7.4. It is the responsibility of Users to provide correct banking details for payouts. Keedz is not liable for delays or losses resulting from inaccurate or outdated information.

8. SHIPPING AND DELIVERY

8.1. Buyers and Sellers are responsible to choose a suitable delivery option available on the Platform.

8.2. Keedz integrates with certain courier providers for convenience, but does not own, control, or operate these services. Keedz is not responsible for the timeliness, safety, or reliability of any courier or delivery option.

8.3. All risk in the goods passes from Seller to Buyer upon dispatch of the goods to the chosen courier or handover to the Buyer.

8.4. Claims for late delivery, loss, or damage must be directed to the relevant courier service provider, not to Keedz.

9. DISCLAIMER OF LIABILITY WITH RESPECT TO SALES

9.1. Keedz is not the owner, manufacturer, or seller of any goods listed on the Platform and does not participate directly in transactions between Users.

9.2. All sales agreements are concluded privately between Buyers and Sellers. Keedz is not a party to such agreements and has no control over their fulfilment.

9.3. All complaints, queries, or claims regarding goods must be addressed directly to the Seller through the Platform's messaging system.

9.4. Keedz does not verify or guarantee the quality, authenticity, or suitability of goods listed by Users, nor the accuracy of item descriptions.

9.5. Keedz is not responsible for the correctness of items such as school textbooks, uniforms, or shoes, nor for the suitability of any services (such as tutoring or babysitting) advertised by Users.

9.6. Keedz is not liable for damages or losses caused by poor packaging, incorrect labelling, or delays in courier delivery.

10. RIGHTS AND OBLIGATIONS OF USERS

10.1. Users agree to use the Platform responsibly and in good faith, and not to misuse or abuse its functionality.

10.2. Sellers are responsible for ensuring that all goods listed are accurately described, lawfully owned, and in safe, usable condition.

10.3. Buyers are responsible for reviewing item descriptions, prices, and conditions before making a purchase.

10.4. Users must not engage in unlawful, abusive, defamatory, discriminatory, fraudulent, or harmful conduct while using the Platform.

10.5. **Minors** (aged 0–17) may only use the Platform with the express consent and supervision of a parent or guardian. Guardians assume full responsibility for the actions, transactions, and conduct of minors under their care.

10.6 All Users must use the Platform only for the buying and selling of items listed on Keedz. Attempting to contact a Seller or Buyer outside the Platform in order to avoid fees is strictly prohibited. Such conduct is considered unlawful, as Keedz relies on these fees to maintain and operate the Platform.

11. PROHIBITED GOODS AND CONTENT

11.1. Users may not list, promote, or sell:

- Counterfeit, illegal, stolen, or infringing items;
- Dangerous goods, including weapons, explosives, any type of drugs and medicine, smoking paraphernalia including vapes and similar, alcohol, or hazardous materials;
- Age-inappropriate content for the Keedz audience (ages 0–19);
- Adult material, gambling services, or any item or service unlawful under South African law;
- Drop shipping is not allowed;
- Healthcare items;
- Animals.

11.2. Keedz reserves the right to remove, without prior notice, any item or content deemed inappropriate, unsafe, unlawful, or contrary to the values of the Platform.

12. KEEDZ' RIGHTS

12.1. Keedz reserves the right to:

- Suspend, terminate, or restrict any account in breach of these Terms;
- Remove listings or Shops without notice;
- Withhold funds where fraudulent, unlawful, or disputed transactions are suspected;
- Modify or discontinue any part of the Platform at any time.

12.2. Keedz may, at its discretion, request verification documents from Users (including proof of identity, guardian consent for minors, or proof of ownership of listed items).

13. RETURNS, REFUNDS AND DISPUTES

13.1. Buyers have up to **7 (seven) calendar days** from receipt of an item to report defects, misrepresentation, or quality concerns.

13.2. If the Buyer is not satisfied, the item must be returned to the Seller within the 7-day period. Once returned, the Buyer will be refunded from the Keedz Wallet.

13.3. If the Buyer confirms receipt and satisfaction of the goods, or if the 7-day period passes without complaint, funds will automatically be released to the Seller.

13.4. Refunds will not be processed for changes of mind, unless otherwise required by law.

13.5. Keedz may intervene in disputes, but resolution remains the responsibility of Buyers and Sellers. Keedz' decision in facilitating refunds or withholding funds shall be final.

13.6 Keedz is not liable for any legal fees.

14. PRIVACY & DATA PROTECTION

14.1. Keedz respects your privacy and processes personal data in compliance with the **Protection of Personal Information Act (POPIA)** and applicable international privacy laws.

14.2. By using the Platform, you consent to the collection, storage, and processing of your personal data for purposes including account management, transaction processing, fraud prevention, and compliance with legal obligations.

14.3. Keedz may share limited personal data with trusted third-party service providers (such as couriers and payment gateways) strictly as necessary to fulfil transactions.

14.4. Please refer to our **Privacy Policy** for full details.

15. INTELLECTUAL PROPERTY

15.1. The Keedz Platform, including its name, logo, design, software, and content, is the intellectual property of Keedz (Pty) Ltd and protected under applicable copyright, trademark, and database laws.

15.2. Users may not copy, distribute, reverse-engineer, or commercially exploit any part of the Platform without prior written consent.

15.3. Users retain ownership of the content they upload but grant Keedz a non-exclusive, royalty-free license to display such content on the Platform and for marketing purposes.

16. INDEMNITY

16.1. Users agree to indemnify and hold harmless Keedz, its directors, employees, and affiliates from and against any claims, damages, losses, liabilities, costs, or expenses arising from:

- Breach of these Terms;
- Misuse of the Platform;
- Sale of defective, counterfeit, or prohibited goods;
- Use of third-party services (such as couriers, tutors, or payment gateways).

16.2. This indemnity survives termination of the User's account.

17. LIMITATION OF LIABILITY

17.1. Keedz provides the Platform "as is" and makes no representations or warranties regarding its availability, accuracy, or uninterrupted functionality.

17.2. To the maximum extent permitted by law, Keedz disclaims all liability for:

- Direct, indirect, incidental, or consequential damages;
- Loss of profits, data, or goodwill;
- Failures or errors by third-party providers (couriers, payment processors, etc.);
- Incorrect or misleading descriptions of goods by Users.

18. SUSPENSION & TERMINATION

18.1. Keedz may suspend or terminate a User's account if:

- The User breaches these Terms;
- The User engages in fraudulent, unlawful, or harmful behaviour;

- Required by law or regulatory authorities.

18.2. Upon termination, all pending transactions may be cancelled, and funds held in the Keedz Wallet may be withheld pending investigation.

18.3. Keedz will not be held responsible for losses due to termination (based on the fact that the agreement can be terminated by the discretion of Keedz).

19. AMENDMENTS TO TERMS

19.1. Keedz reserves the right to amend or update these Terms from time to time.

19.2. Any material changes will be communicated via the Platform, and continued use constitutes acceptance of the revised Terms.

20. GOVERNING LAW & JURISDICTION

20.1. These Terms are governed by the laws of the **Republic of South Africa**, including applicable e-commerce, consumer protection, and data privacy legislation.

20.2. Any disputes shall be subject to the exclusive jurisdiction of the South African courts.

21. FINAL PROVISIONS

21.1. If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

21.2. These Terms, together with the Privacy Policy, constitute the entire agreement between Keedz and its Users.

21.3. Headings are for convenience only and do not affect interpretation.