



+255 22 2617280



Sanaabizinvestments@gmail.com



www.sanaabiz.com

Sign Up Agreement

Name Vendor:.....

Address:.....

Date:.....



ABOUT SANAABIZ PORTAL

SANAABiZ Portal, is a product of SanaaBiz Investments Limited, that provides a one-stop marketplace for creative goods and services that express an Afro-themed visual metaphor of East African culture and Identity.

Our niche is Afro-fused fashion and accessories, Afro-themed interior and exterior décor using traditional, up-cycled and recycled techniques.

TERMS & CONDITIONS FOR USE FOR THE SANAABIZ PORTAL SERVICE

These Terms and Conditions together with the sign up form (jointly, "the Agreement") contains the complete terms and conditions that apply to vendor's participation in SanaaBiZ Portal's Services. By using the Services, the Vendor agrees that it has read and understood these terms and conditions and agrees to be bound by them.

BOTH PARTIES MUTUALLY AGREE TO THE FOLLOWING:

1. In accordance with the agreement the Vendor is in the business of selling products in the categories selected as part of this contract.
2. SanaaBiz Portal is involved in the business of providing e-commerce technology, internet marketing services, customer services, payment services, and fulfilment services to Vendors interested in selling their products on the internet, through the e-commerce technology platform & services offered by SanaaBiz Portal.
3. TheVendor, in view of increasing their sales, is desirous of using the services of SanaaBiz Portal for selling their products online through www.sanaabiz.co.tz and fulfilment & delivery of the order.

SERVICES TO BE PROVIDED BY SANAABIZ PORTAL:

1. Technology services: SanaaBiz Portal offers an end-to-end E-Commerce technology platform that will allow the Vendor to set-up an online store on sanaabiz.co.tz. By doing this Vendor can upload their products on the site, manage various aspects of the online store on self-service basis, and make it available to buyers for purchase. The technology services also include complimentary use of business tools available on sanaabiz.co.tz through a specific login to be created by SanaaBiz Portal for the Vendor.
2. Internet Marketing Services: SanaaBiz Portal runs intensive internet marketing services for the entire marketplace to drive traffic. SanaaBiz Portal can also run specific internet marketing programs and traffic acquisition plans for the Vendor for a fee as decided by the SanaaBiz Portal.
4. Payment Services: Customers can make payments for their orders at SanaaBiz Portal using payment options including credit card, debit card, Mobile Money.
5. Order Fulfilment: SanaaBiz Portal shall provide customer support services and shall ensure delivery and completion of the transaction.

OBLIGATIONS OF THE VENDOR

1. The Vendor shall agree, accept and be bound by SanaaBiz Portal Privacy Policy, Terms of Use, Policies and Rules, and all agreements, terms and conditions, terms of use etc., that are duly communicated in writing to the Vendor or are displayed on the website www.sanaabiz.co.tz from time to time and are updated from time to time, which are incorporated herein by reference.
3. The Vendor shall create an online catalogue of products and upload product listings in their online store at www.sanaabiz.co.tz The Vendor acknowledges that he shall be solely responsible for the relevant reference numbers of the products and the Vendor shall create, acquire and upload legitimate and accurate catalogue data.
4. The Vendor shall be responsible for maintaining and publishing all information relating to products on their online store and shall have non-exclusive right to display, advertise and offer for sale its products on the online platform. The product sold by the Vendor is genuine and new and is not old/used one or a counterfeit product.
5. The Vendor shall ensure that the quality of the products is genuine, brand new, and they are legally allowed to be sold in East Africa and Beyond by the Vendor. The Vendor acknowledges that any and all liabilities arising in connection with any defect, fault or shortcoming in the product(s) including but not limited to infringement of intellectual property rights of any third party, shall be of the Vendor alone and SanaaBiz Portal shall not be liable for the same in any manner whatsoever. The Vendor agrees to keep SanaaBiz Portal harmless and indemnified in this regard.
6. The Vendor shall regularly update product price and quantity and assumes any liability for the wrong price or product quantity/availability (in case product gets sold). SanaaBiz Portal shall not be liable for the same in any manner whatsoever and the Vendor agrees to keep SanaaBiz Portal harmless and indemnified in this regard.
7. The Vendor shall deliver the sold products to EMS Kijitonyama Office for shipping to the customer if the prior approval has been obtained from the SanaaBiz Portal within 72 hours after the order has been received.
8. The Vendor shall be responsible for after sales service for the product and to handle any customer complaint regarding product quality and warranties. SanaaBiz Portal shall not be liable for the same in any manner whatsoever and the Vendor agrees to keep SanaaBiz Portal harmless and indemnified in this regard.
9. All tax related liabilities and other liabilities including but not limited to sales tax, etc. relating to the sale of the product shall be responsibility of the Vendor. SanaaBiz Portal shall not be liable for the same in any manner whatsoever and the Vendor agrees to keep SanaaBiz Portal harmless and indemnified in this regard.

10. Strictly refrain from uploading any pornographic material, socially and politically objectionable items, adult/mature content or products, any other material which are of restricted nature / require license like alcohol etc. and any material protected by copyright, trademark, patent or trade secret or other laws without the permission of the author or owner. SanaaBiz Portal shall not be liable for the same in any manner whatsoever and the Vendor agrees to keep SanaaBiz Portal harmless and indemnified in this regard.
11. The Vendor shall ensure that the product pricing on www.sanaabiz.co.tz will be same as available on any other site on the internet including Vendor's own site.
12. The Vendor further agrees to bear the cost of two- way shipping and restocking charges in the event of product being delivered is significantly different from listing description.
13. The Vendor agrees to be bound by the SanaaBiz Portal Return Policy to accept the items returned by customers.
14. The Vendor agrees to respond to Return to Origin (RTO) Orders Delivered to you within 48 hours. All the RTO order will be sent directly back to you. In case of any discrepancy you must respond within 48 hours to SanaaBiz Portal Vendor Support.
15. The Vendor agrees to pay the selling service fee if the Vendor is unable to deliver or ship a sold item within SLA or unable to fulfil the order.
16. The Vendor acknowledges that all payments by SanaaBiz Portal to the Vendor shall be after deduction of any money due from the Vendor to SanaaBiz Portal including selling fees (30% of the product fee), Payment providers costs vary depending on the payment channel used but will be between 2% and 6% for services you get 82/18 and return charges against any other orders, etc.
17. Vendor are not eligible to be a part of the SanaaBiz Portal affiliate program. Any direct or indirect association with an affiliate will be a violation of policy and lead to permanent suspension of the vendor's account.

REPRESENTATION & WARRANTIES OF THE VENDOR

The Vendor hereby represents and warrants that:

1. It has the full right, power and authority to enter into this Agreement and perform its obligations hereunder;
2. Its execution, delivery and performance of this Agreement, and SanaaBiz Portal exercise of rights under this Agreement, will not conflict with or result in a breach or other violation of any agreement or other third-party obligation by which it is bound;

3. It will comply with all applicable Laws in its performance of this Agreement in connection with the offering and sale of all products and services offered and/or sold through the SanaaBiz Portal.
4. It has necessary legal rights to publish the products, pictures, data and other details published by the Vendor on sanaabiz.co.tz including any trademarks, logos or devices forming part of the same and is not putting up any details as mentioned in this MOU or otherwise on ShopClues.com which may result in a third party claim against SanaaBiz Portal or its directors, members, officers and employees or other vendors.

INDEMNITY

The Vendor agrees to defend and hold SanaaBiz Portal and its affiliated and related entities, and any of their shareholders, officers, directors, agents and employees harmless from and indemnified against any claims, lawsuits, penalties and damages arising out of any breach by Vendor of this contract or the representations and warranties contained in this contract or of any terms and conditions and/or policies of SanaaBiz Portal as available on www.sanaabiz.co.tz. In the event of any third party claim in relation to the products being traded by the Vendor on www.sanaabiz.co.tz which is caused due to default of the Vendor, the Vendor shall, on demand, pay liquidated damages of TZS1,500,000 or the total value of the claim made and legal expenses incurred by SanaaBiz Portal in defending such claim, whichever is higher (**VendorLD**). The VendorLD shall be in addition to and not in derogation of any other rights and remedies that SanaaBiz Portal may have under law, this Contract or equity.

In the event of a third party claim, specifically in relation to infringement of intellectual property rights of such third party, SanaaBiz Portal shall be entitled to provide all details of the products, vendor, sales completed or pending, deliveries made as may be required by such third party or mandated by an order or judgment of any court or other judicial or judicial authorities and vendor shall be under an obligation to ensure that SanaaBiz Portal is not a made a party to any such third party claims as described herein and shall promptly and unilaterally take adequate steps to absolve SanaaBiz Portal from any liability of any nature whatsoever, either present or anticipated.

Vendor acknowledges and agrees that SanaaBiz Portal may at its sole discretion hold, suspend or debit an amount from vendor's payment as compensation, in the event Vendor has been found to be in breach of its obligations or warranties under this Contract or it has been alleged by a third party that the Vendor is in breach of policies of ShopClues.com. Vendor acknowledges that the aforesaid remedies shall be addition to the right SanaaBiz Portal to terminate this Contract forthwith without any notice to Vendor

TERMINATION

Without prejudice to any other remedies BOTH PARTIES shall have the right, at any time, to terminate this Contract forthwith, by giving 30 days written notice to the OTHER PARTY.

GOVERNING LAW AND JURISDICTION

This Contract shall be governed by and construed in accordance with the law of the United Republic of Tanzania.

I/WE CONFIRM THAT WE HAVE READ AND UNDERSTOOD THE TERMS AND CONDITIONS APPEARING ABOVE AND THAT I/WE AGREE TO BE BOUND BY THEM.

SIGNATURE/SEAL:

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