

Third party providers terms & conditions - RIEL

1. Scope

Riel Creations LTD ("Riel") owns and operates a platform in Kenya that allows partners (Distributors) to sell their products to the public over the internet by processing orders placed by customers of legal drinking age via our platform. This platform is currently in as mobile application and websites but may be provided on different websites or applications in the future.

The Partner will have the opportunity to List their products with Riel and accept orders to sell their products on the Riel platform. Riel is entitled to accept purchases on behalf of the seller. The service provided by Riel is limited to referring customer orders to the Partner and accepting orders and payments on their behalf. In addition to this at Riel's discretion we may provide the Partner with Other resources such as the Grow Biz platform that allows partners to Save and access financing and also analytics tools about the performance of the Partners & products to help them make insight based business decisions and also provide additional marketing support.

The Partner authorizes Riel to accept binding orders from customers on their behalf.

Riel may carry out changes to the website or service, or suspend the service, without notice at its discretion.

2. Riel's rights and obligations

The Partner acknowledges that the relationship between customers and Riel is governed by the privacy policy and the general terms and conditions, both available on the website.

Riel will present on the Platform the products listed by the seller. The Retailer will be responsible for listing and updating their available products and quantities in order for them to receive customer orders.

Riel is authorized to accept binding sales on behalf of the Partner and will be careful to pass order data on to the Partner as well as technology allows.

In order to maintain its reputation for quality and high standard of service, Riel reserves the right to terminate the relationship with the Partner if they repeatedly receives bad reviews or complaints, or fails to comply with our recommendations.

3 Partner's rights and obligations

The Partner is obliged to provide all the information required/necessary when listing a product on the Platform. To ensure quality, Uniformity and make it easier for the Partner, Riel has an already uploaded catalogue to the platform with details including but is not limited to, a detailed title and sub-title, price, quantities, and picture. The partner therefore ticks on the available products in their stock list and indicates correctly the agreed selling and how many pieces available. The Partner must continuously update their catalogue specifically the number of pieces available in order to keep receiving orders. The partner must never knowingly deceive a potential customer by misrepresenting their product/s. The Partner may notify Riel of any changes to the detail of their listings while uploaded on the site such as changes in pricing by editing catalogue, however price changes are subject to approval by Riel in order to update fully on catalogue.

The Partner guarantees that information listed on Riel relating to his products satisfies all legal requirements, and in particular satisfies information requirements for consumer protection.

The Partner will be responsible for keeping an up-to-date inventory of all their products listed on Riel and guarantees that the information provided by him does not violate any third party's copyright.

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The Partner will not contact the customers without authorization by Riel. In particular, the Partner will not send any advertising email or other commercial advertisements to the customer without prior agreement from Riel or the expressed wish of the customer. When packaging products sold via Riel, the Partner will not advertise themselves or any of Riel's competitors.

The Partner will process orders and Package for pickup with all reasonable care using Provided Riel's packaging bags the moment receipt of confirmation of sale is received through the Partner Mobile application dashboard or via email and/or text message. The order processing time indicated by Riel on is binding, orders should be Processed within the shortest time possible, and within the provided timeline of 10 minutes from the point of accepting order.

Products in poor conditions will result in the removal of the Partner and all their products from the Riel platform.

If the Partner cannot fulfill an order picked by him for any reason that may arise, he must notify Riel as soon as possible, and within the order processing time to allow for release of order back to queue for processing by other partners.

The Partner agrees to adhere to his range of products and prices as provided to Riel and as described on their listing on the website/app. The Partner guarantees that there are no ongoing criminal, bankruptcy or tax proceedings or other penalties outstanding in relation to the products they are selling through the platform. The merchant further guarantees to take great care to keep up-to- date his range of products, stock count, prices and associated terms and conditions.

The Partner representative is to provide Riel with a copy of his/her valid Identity Card at the contract signature.

4 Partner Payments

The Partner agrees to receive payments of product orders they have processed through agreed means, eg Bank account, cheque or any other agreed upon at agreed timeline eg per day, after 2 days or per week or as may be agreed with Riel. Riel has made it easy and automatic, when a Partner process an order and customer confirms receipt, the retailer automatically receives payment in their Riel Wallet platform as a record. Partners may initiate withdrawals or await payments to be done by Riel's team as may be agreed. Riel may start charging additional fees for the sale of goods through the Riel platform at any point. These may include but are not limited to, listing fees, annual fees, multiple orders fees and enhanced marketing fees. In the event of the introduction of further fees, the partner will be notified prior to their commencement in writing and they will have the option to opt out.

Riel reserves the right to adjust any required fees, providing suitable notice is served in advance to the Partner. Riel will give the Partner adequate notice of any changes, in writing. This does not cover adjustments that constitute a material change of the contract terms, which would require an additional agreement on the change.

5 Customer online payment

In case of electronic payment by the customer (e.g. by credit card, debit card, or Wireless online Transfer), Riel collects the payment for the relevant order in Riel's name on behalf of the Partner, and pays it out to the merchant according to the invoicing agreement.

The Partner will keep receipts of processed orders for at least 13 months and make those available on request. In case of problems that may cause the order to be rescinded, or in case of Order processing failure, the Partner must immediately notify Riel by phone so that the credit card payment may be cancelled.

6. Liability

(1) The merchant indemnifies Riel from all claims arising in relation to matters outside Riel's control, including but not limited to the quality of goods and services provided by the seller. The merchant further indemnifies Riel from third parties' claims resulting from any violation of laws and regulations by the seller.

(2) Riel cannot guarantee that its service will be free from all malfunctions, but will exercise all reasonable care and skill to resolve any such case.

(3) VAT liability rests with the Partner and Riel will not be responsible for any VAT issues.

7. Privacy

Both parties are obliged to treat confidentially the content of this agreement, as well as all other information and data they acquire in connection with the partnership, and not use it for purposes outside the scope of this contract or pass it on to third parties. This obligation is in force for 1 year after the termination of the contract. Both parties are obliged to follow privacy laws and handle accordingly all data related to customers, suppliers and business partners.

8. License

(1) Riel has the right to freely maintain the Partner's listing and its ranking on the website. Riel offers customers the opportunity to give ratings and reviews of the merchant's goods and services on the website, and has the right but not the obligation to publish these online and make them visible to all customers. Riel reserves the right to delete ratings and reviews.

(2) Riel may scan, transcribe, and publish online the partner's listings, logos and other materials required. The merchant grants to Riel a royalty- free, perpetual, unrestricted license to use and distribute any materials provided by him, for the purpose of advertising Riel's service. In particular, this includes use in Google AdWords campaigns, domain name registrations and other online marketing and search engine optimization measures.

10 Terms and termination

(1) This agreement is valid as soon as the merchant signs the contract, or fulfils an order referred by Riel, and remains valid indefinitely, until termination by either party. Termination can occur at any time, with a period of notice of one month, in writing, by email, post or fax. The revenues generated during this notice period are still subject to the partnership agreement. The right to immediate termination by either party for important cause remains unaffected.

(2) The right to immediate termination in particular covers the case where the merchant repeatedly receives negative ratings and reviews on the website, and when these are not obviously unjustified. Repeatedly providing misleading information or withholding information required to present the merchant's items is also grounds for immediate termination. Typos, mistakes and transmission errors are excluded from this, as long as they are not caused with intent or by gross negligence.

11 General

(1) If a single clause in this agreement is invalid, both parties will endeavor to replace the invalid clause by a valid one that reproduces as closely as possible the intended economic meaning of the invalid clause. The validity of the rest of the agreement remains unaffected. This applies in particular if the agreement is found to be incomplete.

(2) Riel reserves the right to modify his general terms and conditions without giving any justification. In that case, Riel will give the merchant adequate notice via email. The notice will contain advice on the right and period of objection to the changes, and on the consequences of leaving unexercised the right to object.

(3) The changed terms and conditions are considered agreed by the Partner if he does not object to

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them in writing within 2 weeks of receiving notice of the changes.

(4) Any terms and conditions of the merchant are not part of this agreement unless Riel expressly agrees to adhere to them in writing.