

## TERMS AND CONDITIONS

### 1 Introduction

1.1. These terms and conditions govern your use of the online platform Sho't Right ("the Platform") which is owned and operated by Flip Online PTY LTD, ("we", "us", "our"), a company registered in South Africa.

1.2. By accessing the Platform, you agree to be bound by these terms and conditions. If you do not agree with any of these terms and conditions, please do not use the Platform.

### 2. Definitions

2.1. "Supplier" means any individual or entity that registers as a supplier on the Platform.

2.2. "Product" means any goods that a Supplier lists on the Platform for sale.

2.3. "Service Fee" means the fee charged by us for the use of the Platform which is 3.7% of the total value of the Product sold.

### 3. Use of the Platform

3.1. To use the Platform, you must create an account and provide accurate and complete information about yourself and your products.

3.2. You are solely responsible for the accuracy and completeness of the information you provide on the Platform.

3.3. You are responsible for complying with all applicable laws, rules and regulations in connection with your use of the Platform and your sale of products.

3.4. The Platform allows Suppliers to list and sell their Products on the Platform.

3.5. By using the Platform, you represent and warrant that you are legally able to enter into a contract and that you will comply with these terms and conditions.

3.6. You agree to provide accurate and up-to-date information when registering as a Supplier and when listing Products on the Platform.

3.7. We reserve the right to suspend or terminate your account and access to the Platform at any time and without notice, if we suspect that you are in breach of these terms and conditions.

### 4. Listing Products

4.1. Suppliers are solely responsible for the accuracy, quality, and legality of the Products listed on the Platform.

4.2. Suppliers must provide accurate and complete descriptions of their Products, including pricing and shipping information.

4.3. The sale of any Products is subject to availability, and we reserve the right to cancel or reject any sale at our sole discretion.

4.4. Suppliers agree to indemnify and hold us harmless from any and all claims, damages, and expenses resulting from the sale of their Products on the Platform.

### 5. Sales and Payment

5.1. When a Product is sold, we will collect payment from the buyer on behalf of the Supplier.

5.2. We will deduct the Service Fee from the total value of the sale and pay the remaining amount to the Supplier.

5.3. Payments to Suppliers will be made within 7 days of the shipment, provided that the Product has been delivered to the buyer.

5.4. We reserve the right to withhold or delay payments to Suppliers if we suspect fraudulent or illegal activity.

5.5. The platform enables you to sell online for an extensive range of goods including Fashion, Crafts, Art, Hand made jewellery and more ("**Goods**"), sale of Alcohol, Drugs, Medication, Cigarettes, eCigarettes, Electronic devices, Appliances and other illegal products under the Republic of South Africa Law.

## 6. Intellectual Property

6.1. The Platform and its content, including but not limited to text, graphics, logos, and images, are our property and are protected by South African and international copyright and trademark laws.

6.2. Suppliers grant us a non-exclusive, worldwide, royalty-free license to use, copy, and display their Product listings on the Platform.

## 7. Limitation of Liability

7.1. We do not guarantee the accuracy, completeness, or suitability of any information on the Platform and are not responsible for any errors or omissions.

7.2. We will not be liable for any direct, indirect, or consequential loss or damage arising from the use of the Platform or the sale of any Products on the Platform.

7.3. Suppliers agree to indemnify and hold us harmless from any and all claims, damages, and expenses resulting from their use

## 8. Fees

8.1. We will charge a 3.7% service fee on the total sale price of your products.

8.2. We may change our fees from time to time by providing you with at least 30 days' notice.

8.3. You are responsible for any taxes that may apply to the fees or charges you pay to us.

## 9. Governing Law and Jurisdiction

9.1. This Agreement shall be governed by and construed in accordance with the laws of the Republic of South Africa. Any dispute arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of the Republic of South Africa.