

General Terms and Conditions of Use for Buyers and Sellers

1. Terms and Definitions

- 1.1. **«Company» («We,» «Us,» or «Our»)** - a term used to describe your contractual partner as the licensee of the Website and also as the provider of Services.
- 1.2. **«Website» or «Web Site»** - an array of interconnected data on the Internet.
- 1.3. **«Services»** - any services, any written, electronic, and oral communications with the Company and its affiliates, as well as any other websites, pages, features, or content owned and operated by the Company or an affiliated organization that reference these Terms of Use.
- 1.4. **«Your Content»** - all works and materials (including, but not limited to, text, graphics, images, audio materials, video materials, audiovisual materials, scripts, software, and files) that you provide to us or that you submit to our Trading Platform for storage or publication, processing, or further transmission, as well as all messages on our Trading Platform, including product reviews and ratings, feedback, and comments.
- 1.5. **«Force Majeure Events»** - events beyond our reasonable control.
- 1.6. **«Buyer»** - an individual or legal entity that makes payment and is the purchaser of a Product on the Trading Platform.
- 1.7. **«Seller»** - an individual or legal entity that sells a Product on the Trading Platform under a concluded Contract and in accordance with the terms of the Offer.
- 1.8. **«Offer»** - terms for the conclusion of a contract between Us and the Seller.
- 1.9. **«Product»** - a good or service listed by the Seller on the Trading Platform and having a price.
- 1.10. **«Product Card»** - a collection of information about the Product posted by the Seller on the Trading Platform, including the name and description, technical specifications, photos, and video images.
- 1.11. **«Trading Platform»** - an online platform for buying and selling Products on the Internet.
- 1.12. **«Personal Account»** - a personal page of the Buyer or Seller on the Trading Platform. Buyer and Seller personal accounts differ in functionality.

2. General Provisions

- 2.1. These General Terms and Conditions of Use for Buyers and Sellers (hereinafter referred to as «Terms») serve as the foundation for your use of our Services on our Trading Platform, including any services provided through the website located at bazar-tech.com, any other written, electronic, and oral communications with the Company and its affiliated entities, as well as any other websites, pages, features, or content owned and operated by the Company that refer to these Terms.
- 2.2. These Terms apply to all users of the Trading Platform, including Buyers and Sellers. However, please note that certain sections of the Terms may apply exclusively to Sellers or Buyers. Those sections of the Terms applicable to Sellers are an integral part of the contract between the Seller and our Trading Platform.
- 2.3. By using our Trading Platform, you fully agree to these Terms. If you do not agree with the Terms or any part thereof, you should not use our Trading Platform.
- 2.4. These Terms apply to Buyers and Sellers on the Trading Platform and govern your use of the Trading Platform and all services related to it. If you use our Trading Platform in the context of a business or any other commercial project, you hereby:
 - Confirm that you have the necessary authorization to accept these Terms;
 - Whether you are an individual, company, or other legal entity managing such a business or commercial project, agree to comply with these Terms;
 - Agree that the term «You» as used in these Terms refers to both an individual user and the relevant entity, company, or legal person, as the context may require.

2.5. You acknowledge that:

- We provide the Trading Platform for third-party Buyers and Sellers, where We are NOT the seller of the product but provide informational and technical interaction and support to users of the Trading Platform;
- The Seller participating in the sale of Products on our Trading Platform is always solely responsible for the Products they sell on our Trading Platform;
- In the event of any issues related to the purchase of a Product on the Trading Platform, the Buyer must contact the relevant Seller of the Product following the dispute resolution procedure;

2.6. We state that Sellers, under all circumstances, provide complete, accurate, and up-to-date information regarding their Products on the Trading Platform, as follows:

- The respective Seller guarantees and represents the completeness and accuracy of the information posted on our Trading Platform regarding their Products;
- The respective Seller guarantees and represents that the information published on the Trading Platform is up-to-date.

2.7. If the Buyer has any complaints regarding the accuracy or completeness of the product information as stated in the Product Card created by the Seller, the Buyer may contact the respective Seller following the dispute resolution procedure.

2.8. These Terms, along with any other rules, policies, and guidelines available on our Trading Platform, constitute the entire agreement and understanding between you and us regarding your use of our Trading Platform, and supersede all previous agreements between you and us regarding your use of the Trading Platform.

3. Registration and User Account

3.1. To use our Services, you must be at least 18 years old. You cannot register on our Trading Platform if you are under the age of 18 (by using our Trading Platform or agreeing to these Terms, you guarantee and represent to us that you are at least 18 years old).

3.2. By accessing the Services or using them in any way, including but not limited to visiting or browsing the Website, registering an account, or adding content or other materials to the Services, you explicitly understand, acknowledge, and agree to abide by these Terms of Use. You have the right to use the Services only if you agree to comply with all applicable laws and these Terms of Use.

3.3. If you register an account on our Trading Platform, you agree to:

- Keep your password confidential;
- Be responsible for any actions on our Trading Platform resulting from the breach of your password's confidentiality, and you acknowledge that you may be liable for any losses arising from such breach.

3.4. You are solely responsible for securing and maintaining the confidentiality of your password. Please do not use the same password for our Website as you use for other websites. Under no circumstances shall We be liable for any loss, theft, or fraudulent use of your account. You must immediately notify Us of any unauthorized use of your password or account or any other breach or threat to the security of the Website.

3.5. Your account is intended for your personal use only, and you must not transfer your account to any third party under any circumstances. If you allow a third party to manage your account on your behalf, you understand that you are solely responsible for any consequences and release Us from liability for any such actions' consequences.

3.6. You may not use another person's account. Each time you use a password or identification, you will be deemed authorized to access and use the Website in accordance with

these Terms, and the Company is not obligated to investigate the authorization or source of any such access or use of the Services.

3.7. You are solely responsible for any access to and use of the Services by any person using the password and identification initially assigned to you, regardless of whether you have authorized such access to this Website and use of the Services, including but not limited to all communications and transmissions, as well as all obligations (including but not limited to financial obligations) arising from such access or use.

3.8. You may choose to discontinue using our Trading Platform and delete your account at any time by contacting us using the contact information provided on the website.

4. General Sales and Payment Terms

4.1. You acknowledge and agree that:

- Our Trading Platform provides an online marketplace and facilitates transactions for Sellers to list and sell their Products on our Trading Platform and for Buyers to purchase Products offered by Sellers;

- A purchase contract for one or more Products is formed between the Buyer and Seller, and therefore, you commit to buy or sell the respective Product(s) after the Buyer confirms the purchase through our Trading Platform;

- The price of any Product shall correspond to the price listed in the listing and Product Card;

- The price of any Product shall include all taxes and comply with applicable laws;

- Shipping costs, packaging expenses, processing fees, administrative costs, insurance costs, other unforeseen expenses, and fees are the responsibility of the Buyer only if explicitly and clearly stated in the Terms and Product Card. By default, these expenses are borne by the Seller;

4.2. Products must be of satisfactory quality, fit for any purpose specified in any Product descriptions provided to the Buyer by the Seller, and conform to that description in all material respects;

4.3. With respect to the Products sold, the Seller warrants that they have good title to and are the sole legal and beneficial owners of the Products and/or have the right to sell such Products in accordance with the terms of the Offer, and that such Products are not subject to any third-party rights, restrictions, or prohibitions, including intellectual property rights and/or any criminal investigations, insolvencies, or tax matters.

4.4. The Seller guarantees that, if the Product being sold is subject to such conditions, they will provide detailed information about the conditions of the Product, any applicable warranties, and any other terms necessary to inform the Buyer about the Product and its use in the specifications presented for each Product.

4.5. The Buyer shall make payments in accordance with these Terms and the instructions provided on our Trading Platform.

4.6. We declare that we cannot control financial fluctuations in currency exchange rates. If necessary, the conversion of the amount of any purchase is carried out at the rate of a partner bank.

4.7. Our Trading Platform operates under a «Safe Transaction» mode. When a Buyer decides to purchase a Product, they negotiate the transaction with the Seller (including all details such as the delivery method), and then the Buyer pays for the Product. At this point, the funds do NOT go to the Seller but are held in our special account at a partner bank. We keep them there and transfer them to the Seller only after receiving confirmation from the Buyer that the transaction has been completed.

5. Returns and Refunds

5.1. Returns of Products by Buyers and acceptance of returned Products by Sellers will be handled by us in accordance with the terms set out in the Return Policy, which may be updated from time to time.

5.2. Refunds for returned Products will be processed in accordance with the terms outlined in the Return Policy.

5.3. Changes to the Trading Platform's Return Policy come into effect and apply to all purchases made from the date of publication of such changes on our Website.

6. Promotions

Promotional campaigns and contests conducted on the Trading Platform will be carried out in accordance with the terms of the promotional campaigns where applicable. You can review the terms of the promotional campaigns, if applicable, on our Website.

7. Rules Regarding Your Content

7.1. Your Content and its use by us under these terms must be accurate, complete, and authentic.

7.2. Your Content must be appropriate, civilized, and tastefully made, and must adhere to generally accepted standards of internet ethics and conduct. Your Content must not:

- Be offensive, indecent, pornographic, or overtly sexual;
- Explicitly, graphically, or groundlessly depict violence;
- Be blasphemous or violate laws regarding racial or religious hatred or discrimination;
- Be deceptive, fraudulent, threatening, offensive, disturbing, antisocial, hateful, discriminatory, or inciteful;
- Cause annoyance, inconvenience, or unnecessary distress to anyone;
- Constitute spam.

7.3. Your Content must not be illegal, infringe upon the lawful rights of any person, or be the basis for a lawsuit against anyone.

7.4. Your Content must not violate:

- Any copyright, non-material right, database right, trademark, design right, replacement right, or any other intellectual property right;
- Any right to privacy, data protection right, or right under data protection law;
- Any contractual obligation owed to any person;
- Any court order or court judgment;
- The law

7.5. You must not use our Trading Platform to link to any website or web page that, if posted on our Trading Platform, would breach any provision of these Terms.

7.6. You must not post any material or Content on our Trading Platform that has been the subject of threats or actual legal action or any similar complaints.

7.7. Changes to the Trading Platform's return policy will come into effect and apply to all purchases made on or after the date of publication of such changes on our Website.

7.8. You must not interfere in a transaction by:

- Contacting a user participating in an active or completed transaction to warn them to avoid a particular Buyer, Seller, or Product;
- Contacting another user to solicit payments.

7.9. You acknowledge that all users of our Trading Platform are solely responsible for interacting with other users and that you must exercise caution and common sense in your

communications with users. You must not send them any personal information, including your credit card details and any payment methods.

7.10. To sell Products, a Seller must create Product Cards in their Personal Account. The Seller fills the product card with content that must not violate the Terms. We are not entitled to make changes to the Product Card.

7.10.1. When placing a Product Card on the Trading Platform, the Seller has the right to request Buyers to leave a review of the purchased Product.

7.10.2. The Seller is not entitled to use the promise of monetary or other compensation to stimulate Buyers.

7.11. We may periodically review Your Content and reserve the right to remove any Content at our discretion for any reason that violates these Terms.

If you become aware of any illegal materials or actions on our Trading Platform or any materials or actions that violate these Terms and conditions, you may notify us by contacting us using the contact information provided on the website.

8. Our Rights to Use Your Content

8.1. You grant us a worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, store, adapt, publish, translate, and distribute your Content on our Trading Platform, as well as through our marketing channels and any existing or future media.

8.2. You grant us the right to sublicense the rights granted in accordance with Section 8.1.

8.3. You grant us the right to file a lawsuit for the infringement of rights granted in accordance with Section 8.1.

8.4. You hereby waive all of your moral rights in your Content to the extent permitted by applicable law, and you guarantee and confirm that all other non-property rights in your Content have been waived to the maximum extent permitted by applicable law.

8.5. Without prejudice to our other rights under these Terms, if you in any way violate them with regard to Content or if we have reasonable suspicions that you have violated the Terms with regard to Content, we may remove, block, or modify all or part of your Content. You have the right to contact us to request the restoration of your Content.

8.6. Your Content may be transferred by us to third parties for analysis, storage, or processing to improve the quality of services provided by us, as well as to government representatives for the purpose of law enforcement.

9. Using the Website

9.1. In this Section, the terms «Trading Platform» and «website» are used interchangeably to refer to the website bazar-tech.com.

9.2. You may:

- View pages on our website in a web browser;
- Download pages from our site for caching in a web browser;
- Print pages from our website for personal non-commercial use, provided that such printing is not systematic or excessive;
- Stream audio and video files from our website using the media player on our website;
- Use our Services through a web browser, subject to compliance with other provisions of these Terms.

9.3. Except as expressly permitted in Section 9.2 or other provisions of these Terms, you must not download any material from our Website or save such materials on your computer.

9.4. You may use Our Website only for personal and business purposes to sell or purchase Products on our Trading Platform.

9.5. Except as expressly permitted by these Terms, you must not edit or modify any materials or content on our Website in any way.

9.6. If you do not own or control the actual and corresponding rights to the material or Content under consideration, you must not:

- Republish Content or materials from our website (including republication on another website);
- Sell, rent, or sublicense any Content or materials from our website;
- Publicly display any material or Content from our website;
- Use materials or content from our website for commercial purposes;
- Distribute materials or Content from our website.

9.7. Despite Section 9.6, you may share links to Products on our Website and distribute promotional materials in print and electronic form to anyone.

9.8. We reserve the right to suspend or restrict access to our website, parts of our website, and/or website features. For example, we may suspend access to the Website during server maintenance or when updating the Website. You must not circumvent or attempt to circumvent any access restriction measures on the Website.

9.9. You must not:

- Use Our Website in any way or take any action that may damage the website or impair its performance, availability, integrity, or security;
- Use Our Website in an unethical, illegal, fraudulent, or harmful manner or in connection with any unlawful, fraudulent, or malicious purpose or activity;
- Hack or otherwise modify Our website;
- Investigate, scan, or test the vulnerability of our website without our permission;
- Bypass or otherwise interfere with any authentication or security systems on our Website or related to it;
- Use Our Website to copy, store, host, transmit, send, use, publish, or distribute any material or content consisting of (or linked to) any spyware, computer virus, or other malicious computer software;
- Unreasonably overload our website resources (including bandwidth, storage capacity, and computational power);
- Decrypt any message sent to or from our website without our permission;
- Conduct any systematic or automated data collection activities (including, but not limited to, scraping, data mining, data extraction, and data harvesting) on our website or related to it without our explicit written consent;
- Access or otherwise interact with our website through any robot or other automated means, except for search engines;
- Use Our website except through our publicly available interfaces;
- Use data collected on our website for any direct marketing activity (including, among others, email marketing, SMS marketing, telemarketing, and direct mail);
- Do anything that interferes with the normal use of our website.

9.10. You have the right to integrate your own software with the Trading Platform only using the Public API, access to which is provided in the Personal Cabinet. In case of using other methods of automatic integration with the Trading Platform, we reserve the right to block the Personal Cabinet.

9.11. When using the Trading Platform, the Seller is not entitled to take any actions related to modifying the source code of the Trading Platform.

10. Intellectual Property (Copyright) and Trademarks

10.1. We, along with our licensors, own and control all copyright and other intellectual property rights in our Website, as well as in the materials and all Content on our Website. All copyright and other intellectual property rights on our Website, as well as the materials and content on our Website, are protected.

10.2. All our logos and other registered and unregistered trademarks are our trademarks, and we do not grant any permissions to use these trademarks, and such use may constitute a violation of our rights.

10.3. Registered and unregistered trademarks or service marks of third parties on our Website are the property of their respective owners, and we do not endorse or are not associated with any of such rights holders, and therefore, we cannot provide any licenses for exercising these rights.

10.4. We ask others to respect our intellectual property rights, and we respect the intellectual property rights of others. If you believe that materials posted on the Company's website or related to it violate your copyright, you are recommended to contact us through the contact information on the website.

10.5. We review all requests related to intellectual property rights violations and, where necessary, request supporting documents from the potential infringer.

10.6. In case of violations as per Section 10.5, you are obligated to:

- Remove content that violates intellectual property rights or make changes to it to rectify the violations;
- Cease the sale of the Product for which violations have been identified on the Trading Platform.

10.7. Pursuant to Section 10.5, we may request:

- Documents confirming the existence of intellectual property rights;
- Documents confirming the exhaustion of intellectual property rights;
- Other documents at our discretion.

11. Due Diligence and Right to Audit

11.1. We implement a compliance program to combat fraud and money laundering and reserve the right to conduct a comprehensive verification of all users of our Trading Platform.

11.2. You agree to provide us with all information and documents that may be required by us for the following purposes:

- To verify your compliance with your obligations under these Terms;
- To disclose information in accordance with a valid court order or other government authority;
- In accordance with applicable laws or regulations.

11.3. Documents that we may periodically request to exercise our rights and requirements under these Terms may include:

- Documents confirming the right to sell Products;
- Documents confirming ownership rights to the Product;
- Documents confirming the quality and warranty of the Product;
- Documents confirming the specifications of the Product;
- Other necessary documents.

12. Limitations and Exclusions of Liability

12.1. Nothing in these Terms will:

- Limit any liability in any way that is not permitted by applicable law;
- Exclude any liability or legal right that cannot be excluded under applicable law.

12.2. As for services provided to you for free, we do not assume any liability to you for any losses or damages of any kind.

12.3. Our aggregate liability to you in respect of any contract for the provision of services under these Terms shall not exceed the total amount payable under the contract. Each separate transaction on the Trading Platform constitutes a separate contract for the purposes of this Section 12.

12.4. Notwithstanding Section 12.3 above, we shall not be liable to you for any losses or damages of any kind, including but not limited to:

- Any losses resulting from the interruption or malfunction of the website;
- Any losses arising from events beyond our reasonable control;
- Any business losses, including (without limitation) loss of profits, income, anticipated savings, business, contracts, business opportunities, or business funds;
- Any loss or damage to any data, databases, or software;
- Any special, indirect, or consequential losses or damages.

12.5. You agree not to bring any claims personally against our officers or employees in connection with any losses you suffer in connection with the Trading Platform or these Terms (this does not limit or exclude our liability for actions and omissions of our officers and employees).

12.6. Our Trading Platform may include hyperlinks to other websites owned and operated by third parties; these hyperlinks are not recommendations. We do not control third-party websites and their content and are not responsible for them or for any losses or damages that may arise from your use of such sites.

13. Indemnification

By this, you release us from liability and agree to indemnify us for:

- All losses, damages, costs, liabilities, and expenses (including, but not limited to, legal fees and any amounts paid by us to any third party in settling any claim or dispute) incurred or suffered by us and arising out of or in connection with your use of our Trading Platform or any breach by you of any provision of these Terms or other rules, policies, and guidelines of our Trading Platform;
- Any obligations to pay VAT or other tax liabilities that we may incur in connection with any sale, delivery, or purchase made through our Trading Platform, where such liability arises due to your failure to pay, withhold, report, or register for the payment of any VAT or other tax properly in any jurisdiction.

14. Violation of These Terms

14.1. If we allow the creation and registration of an Account on our Trading Platform, it will remain open for an indefinite period in accordance with these Terms.

14.2. If you violate these Terms or if we have reasonable grounds to believe that you have violated these terms or any other rules, policies, or guidelines of our Trading Platform, we reserve the right to:

- Temporarily suspend your access to our Trading Platform;
- Permanently deny you access to our Trading Platform;
- Prevent computers using your IP address from accessing our Trading Platform;
- Contact any or all of your internet service providers and request that they block your access to our Trading Platform;
- Suspend or delete your Account on our Trading Platform;
- Take legal action against you.

14.3. When we suspend, prohibit, or block your access to our Trading Platform or any part of it, you must not take any action to circumvent such suspension, prohibition, or blocking (including, but not limited to, creating and/or using another Account).

14.4. You have the right to submit a request to us for the restoration of access to our Trading Platform, provided that the violations have been rectified.

15. Final Provisions

15.1. We do not guarantee or represent that the Trading Platform will operate without interruptions or that any services of the Trading Platform will remain accessible in the event of circumstances beyond our control (including, among other things, force majeure events), which may include, but are not limited to: floods, droughts, earthquakes, or other natural disasters, hacking, viruses, malicious software, or other malicious attacks on the website, acts of terrorism, civil wars, civil disturbances, wars, threats of war or preparations for war, epidemics, or pandemics.

15.2. We reserve the right to terminate or modify some or all of our services on the Trading Platform, as well as to cease publication of our Trading Platform at any time at our sole discretion without prior notice or explanation, and you shall have no right to any compensation or other payment in the event of the termination or modification of any service offered on the Trading Platform or if we cease publication of the Trading Platform. This does not affect your rights regarding any unfulfilled orders or any other existing liabilities.

15.3. If we cease operation or modify our entire Trading Platform or any part of it due to circumstances unrelated to force majeure events, we will notify buyers and sellers no less than fifteen (15) consecutive days in advance with clear instructions on what to do next regarding unfinished transactions or other existing obligations.

15.4. We do not guarantee any commercial results regarding the use of the Trading Platform.

15.5. To the maximum extent permitted by applicable law and in accordance with section 12.1. we exclude all representations and warranties regarding the subject matter of these Terms, our Trading Platform, and its use.

15.6. In the event of any conflict between these Terms and any other rules, policies, and guidelines of our Trading Platform, these Terms shall prevail.

15.7. We may, from time to time, revise these Terms, rules, policies, and guidelines of our Trading Platform. Revised documents will be effective from the date of their publication on our Trading Platform.

15.8. No failure or delay in exercising any provision of these Terms shall be construed as a further or continuing waiver of any other breach of such provision or any other provision of these Terms.

15.9. If any provision of these Terms is held to be unlawful and/or unenforceable by a court or other competent authority, the remaining provisions shall remain in full force.

15.10. If any unlawful and/or unenforceable provision of these Terms becomes lawful or enforceable if part of it is deleted, that part shall be deemed to be deleted, and the remainder of the provision shall continue in effect.

15.11. By accepting these Terms, you agree that we may assign, transfer, subcontract, or otherwise deal with our rights and/or obligations under these Terms.

15.12. You may not assign, transfer, subcontract, or otherwise deal with your rights and/or obligations under these Terms without our prior written consent.

15.13. The exercise of the rights and duties under these Terms does not require the consent of any third party.

15.14. These Terms are governed by and construed in accordance with the laws of Morocco and the country of the Seller.

15.15. Any dispute related to these Terms shall be subject to the exclusive jurisdiction of the competent courts of Morocco.

15.16. You can contact us 24/7 using the contact information provided on the website. We will be happy to respond to you within 24 hours.

15.17. You agree to receive electronic notifications from us. We may provide all messages and information related to your use of our Trading Platform in electronic format, either by posting them on our Website or by email to the email address provided in your Account. All such messages shall be deemed written notices received by you and properly delivered to you.

15.18. You agree to receive electronic notifications from us. We may provide all messages and information related to your use of our Trading Platform in electronic format, either by posting them on our website or by sending them to the email address provided in your Account. All such messages shall be considered written notices received by you and properly delivered to you.