



## Zeeduka Vendor Registration Form

Full Name (as reads on business permit/ ID/Passport)		
PIN Number		
Vendor Address	Outlet Location:	
	Street:	LR/Number:
	Estate:	Town:
	Prominent Landmark:	
Phone Number	Work:	Cell Phone:
Email		

Preferred Mode and Frequency of Payment	
Electronic Funds Transfer (EFT)	Cell Phone (M Pesa/ Zap)
Bank:	Cell Phone Number:
Branch:	Frequency of Payments (Tick appropriate box)
Account No:	

### Individual / Company/ Partnership Declaration

I/We certify that I/We would like to use the services provided by Zeeduka Ltd as a Vendor, under the conditions specified in the terms and conditions of the service. I/We have read and understood the terms and conditions and I/We accept them.

This application form and the acceptance of the terms and conditions is an officially binding agreement between \_\_\_\_\_ and Zeeduka Ltd.

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

ID Number: \_\_\_\_\_

ID Number: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Fees	SME	Corporate
Set Up (KShs)	3,000/-	10,000/-
Monthly (KShs)	2,000/-	8,000/-
Fixed Transaction (KShs)	40/-	30/-
Percentage Transaction	7%	6%
<b>Payment Processing Fees</b>		
M Pesa (KShs)	40/-	
Zap	20/-	
Bank EFT	180/-	

### SUPPORTING DOCUMENTS

Please attach certified copies of the following documents:

- Two of applicants directors ID's
- Applicants PIN certificate
- Applicants certificate of incorporation
- Applicants memorandum of association

Company Seal/Stamp

# ZEEDUKA GENERAL TERMS AND CONDITIONS

THIS WEBSITE IS DIRECTED AT AND ONLY MEANT TO BE USED BY YOU FOR THE PURPOSE OF ACCESSING AND USING THE ONLINE SERVICES PROVIDED. THESE TERMS AND CONDITIONS APPLY TO YOUR USE OF THIS WEBSITE AND BY ACCESSING THIS WEBSITE AND USING THE ONLINE SERVICES YOU AGREE TO BE LEGALLY BOUND BY THESE TERMS AND CONDITIONS.

**IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS DO NOT ACCESS OR USE THIS WEBSITE AND THE ONLINE SERVICES PROVIDED.**

## 1. Definitions and interpretations

In these Terms and Conditions unless inconsistent with the context or otherwise specified the following definitions will apply to words and expressions:

“**Affiliates**” means Zeeduka Limited and their third party licensors;  
“**Buyer**” means any person or entity purchasing goods or services from the Zeeduka website;  
“**Courier Companies**” refer to the list of courier companies recommended by Zeeduka Limited for delivery of goods purchased from the Zeeduka website.  
“**Items**” means goods that may be bought or sold through the Zeeduka Shopping Cart system or the classified process;  
“**Vendor**” means any person or entity selling goods or services;  
“**Vendors Services**” means any services that a Seller may offer;  
“**Services**” means any one or more of the services offered by Zeeduka Limited from time to time including online shopping, classifieds, message boards and any other services that we may offer, means the content, features and functionality provided via this Website to facilitate the online shopping through the Zeeduka Limited where you can sell and buy items and/or services;  
“**We, us, and our**” are a reference to Zeeduka limited;  
“**Listing**” means a listing on the web site through which you offer, negotiate and buy or sell any item, whether by the Zeeduka Shopping Cart system or classified;  
“**Member**” means a registered member of Zeeduka Limited;  
“**Terms and Conditions**” means these terms and conditions as may be varied or amended from time to time and any additional terms and conditions or disclaimers with reference to or displayed on the Website whether by hypertext link or otherwise;  
“**Transaction**” means any transaction effected through the Services including but not limited to the contract of purchase and sale between the seller and the Buyer;  
“**Registered User**” means a registered user of Zeeduka Limited with access to the login area of the website  
“**Website**” means any Zeeduka website through which the services may be offered and currently it means this virtual online website located at <http://www.zeeduka.com> or any subsequent URL used by us from time to time;  
“**You and Your**” means the person accessing and using this Website and/or the legal entity you representing during the course of employment or engagement by that entity.  
“**Zeeduka Shopping Cart System**” means the software construct that allows visitors of the website to select, purchase and pay for items featured on the website;

## 2. Online Service

2.1 This Website acts as an online venue to allow Vendors to sell their goods and or services and the Buyers to buy goods and or services (in accordance with applicable law and regulations). Zeeduka provides an online venue for Vendors and buyers to buy and sell goods or services and as such Zeeduka does not stock any of the individual seller's items nor does it provide the services being sold by the Vendors. The contract of sale is formed between the buyer and the seller.  
2.2 By accessing or using the Services You agree to be legally bound by these Terms and Conditions. By clicking and acknowledging that you agree to these Terms and Conditions on the Website You certify that You accept these Terms and Conditions.  
2.3 We reserve the right to change these Terms and Conditions at any time. Amendments will take effect when posted on the Website. The date of the Terms and Conditions are stated at the top of the Terms and Conditions. The Terms and Conditions current at the start of a Transaction will apply until that Transaction is completed. Your continued use of the Services after any amendments to the Terms and Conditions shall be deemed to constitute your binding acceptance of such amendments.  
2.4 We reserve the right to modify or withdraw this Website (or any part) at any time without notice.

## 3. Membership and Registration

3.1 You can browse the Website at any time without registering. To use the Services as a seller, You are required to register as a member by completing the online "User Registration Form" on the Website and submitting it to Us by clicking on the "Register" link. You should only register if You qualify for membership.  
3.2 The Services are only available to individuals who are:  
(a) Aged 18 years and over (and by registering and accepting these Terms and Conditions You represent to Us that You are not a minor and can form legally binding contracts under applicable law); and  
3.3 If You are registering on behalf of a business entity, You must furnish Zeeduka Limited with written authorization from the company in the format available on Zeeduka website duly filled in and executed showing that you have authority to bind the entity to these Terms and Conditions. Without prejudice to your warranty.  
3.4 You agree to ensure that your registration details are up to date and accurate and to update any details when necessary using the "Edit Registration" link on the Website.  
3.5 You warrant and undertake to Us that all the information supplied to Us on the User Registration Form is true and accurate.  
3.6 We reserve the right in our sole discretion to refuse or revoke any application to register and access the Services and to temporarily or indefinitely suspend any registered members.  
3.7 The members give consent to Zeeduka Limited and it's owners to use any and all photographs, images etc submitted by the members, with any promotions within Zeeduka's website. Including but not limited to resizing of images, additions or deletions of portions of images for special effects.

## 4. User Name and Passwords

4.1 You are solely responsible for keeping your personal user name and password secure and confidential. You should not share, display, disclose or permit your user name or password to be disclosed to any other party.  
4.2 You are responsible for use of the Services when access to the Services is obtained through the use of your user name and password whether authorised or unauthorised.  
4.3 You agree not to impersonate any other person or entity or use any false name or use any other person's user name and password to access the Services.  
4.4 If you believe that Your user name and/or password has become known to another person or You are aware of any other breach of security regarding the Services, then You must notify Us immediately.  
4.5 You agree and warrant that You will implement and comply with the above procedures.  
4.6 We reserve the right to withdraw user names and passwords at any time without notice and in our sole discretion including but not limited to where We have reason to believe that such user name and password have been discovered and/or used by any person or organisation other than You.

## 5. Vendors Obligations

5.1 You will only enter listings that are accurate, current, complete, and include all relevant information about the terms of sale.  
5.2 You must list an item in one primary category only and that category must be the most appropriate category for your item. The system allows the use of multiple category listing with one being primary and the other secondary. In the event of ambiguity secondary categories are applicable.  
5.3 You will only place listings for items that exist and are to be sold online. In the event that there is only one item remaining for sale then the item will be sold on a first come first served basis.  
5.4 You will not list items that you are not legally entitled to sell or that are not in your possession and this includes goods that are in transit or offshore.  
5.5 You will not sell or offer services or any of the banned or restricted items on the site.  
5.6 You must not sell illegal, offensive (including anything of a defamatory, pornographic, or racially or ethnically objectionable nature), stolen, or unsafe items, items which infringe copyright or other intellectual property rights, items which have been illegally imported or which would require illegal import or export in order to complete the transaction, or any item the sale of which is prohibited by, or violates, any law.  
5.7 When you list an item for sale, you must do so with the intention of selling these items through the site.  
5.8 Zeeduka's classifieds may be used by individuals or businesses to sell specific items only and must not be used for multiple or generic item listings. For classifieds, you may choose to sell to any buyer at your discretion. For example at the Zeeduka's classifieds the Vendors agree to exclusively list and/or display for sale any "unique" items at the Zeeduka's Market. Unique items being any gems, minerals, folk art, antiques or any "one of a kind" items.  
5.9 You must not use the services or the web site to sell items that are of a speculative nature including but not limited to pyramid, surf for free, or similar schemes.  
5.10 Listings are not pre-screened for content. Zeeduka Limited reserves the right to remove any listing that it deems unsuitable or in breach of the terms and conditions.  
5.11 You must promptly forward the listed item to the successful buyer on completion of the transaction. The courier company will transport the goods from the seller's premises to the customer's address.  
5.12 The sale of films, videos, DVD's, VCD's and laser disks is covered by government legislation. It is an offence to sell any of these items if they have not been examined and classified by the appropriate agencies. When listing these items for sale, you must include within your listing, the classification rating and all information on the classification label.  
5.13 The selling and buying of firearms on Zeeduka Limited is not permitted.  
5.14 You may post links on other sites and in stores to your products listed in the Zeeduka Market. The exclusive listing requirement does not apply to items that are produced in quantities.  
5.15 If the situation occurs that your item(s) sell you as the seller do not respond in the given 72 hours. Your account may be suspended and you may also be charged for the electronic transaction fees to return the funds to the buyer.

## 6. Buyer's Obligation

6.1 A Buyer must make full and prompt payment for an item bought by them prior to delivery.  
6.2 You are responsible for ensuring that you have sufficient funds to cover the cost of Your Purchase and the shipping or courier charges.  
6.3 You are required to make payment in accordance with the applicable payment method.  
6.4 You are responsible for ensuring that you furnish the Seller and/or courier company with the following addresses:  
Physical and/or postal,  
Billing address  
Shipping address  
Destination Address  
6.5 By making an order of an item you agree to be bound by any conditions of sale included in the item's description on the Website.  
6.6 Quality, authenticity, and legality are the seller's responsibility. No reproductions unless stated as such.

## 7. Payment

7.1 The Vendors desiring to register as registered users ought to refer to the Fee Schedule offered by Zeeduka from time to time;  
7.2 Payment for items can only be made by using the following payment services MPESA, ZAP and Credit and Debit Visa Cards. In order to use this facility, you will need to register for an M-PESA account with Safaricom and/or ZAP account with Zain or a VISA Debit or Credit card with a VISA affiliate financial institution. This payment facility is provided by a third party and use of this facility is subject to the applicable terms and conditions on the third party. We are not responsible for these third party services.  
7.3 The Zeeduka will hold sale funds until the Buyer receives their product according to the tracking information given by the courier service. After delivery confirmation, the funds will be forwarded to the Seller minus Zeeduka's commissions, electronic transfer fees if applicable, and any taxes if applicable, as per agreed payment frequency.

## 8. Collection of Goods

8.1 Delivery and shipping of goods is to be done by an authorized and sub-contracted Zeeduka shipping agents.  
8.2 Delivery is subject to the terms and conditions of the different courier companies.  
8.3 Details relating to delivery of items will be sent to you upon acknowledgement of your successful purchase.  
8.4 The Buyer is responsible for paying, in advance, for the courier company charges for delivery of the item. The courier company will collect the goods for delivery from the seller's premises.

## 9. ZEEDUKA's role

9.1 We have no involvement in any contract between the Seller and the Buyer. Our role is one of a facilitator to provide you with the opportunity to participate in the Service. We are not a direct or indirect party to the contract of purchase and sale between you and any Seller listed on the site. We are not an auctioneer neither are we an agent of either.  
9.2 We do not post the items advertised for sale on this Website, other than those on the Zeeduka Limited Vendor Page. You acknowledge that we:  
(a) Are not the owner of the items being sold;  
(b) Do not have authority to act for and are not an agent for any of the parties to the transaction;  
(c) Will only get involved with any dispute between You and any Seller to the extent set out in our dispute resolution procedure;  
(d) Do not screen, monitor or assess the description, quality, safety or legality of items advertised;  
(e) Are not responsible in any way if any items displayed and subsequently sold via this Website prove unsatisfactory.  
9.3 We are not responsible for ensuring that you and the Vendors complete a Transaction.  
9.4 Zeeduka expressly disclaims all warranties, either express or implied including implied warranties of merchantability or fitness for a particular purpose pursuant to sections 13, 14, 15, 16 and 17 of the Sale of Goods Act, Chapter 31 of the Laws of Kenya.

## 10. Returns

10.1 Other than as may be required under law, we will not under any circumstances accept the return of delivered items.  
10.2 Zeeduka is not responsible for inspection of the items delivered  
10.3 In limited circumstances, any returns will be done directly between the buyer and seller on terms and conditions that will be agreed upon by the parties.  
10.4 In the event of a dispute about an item, you and the Seller agree to follow the dispute resolution procedure set out in clause 18 below.  
10.5 You acknowledge that there is no other right to return or cancel items that you have purchased.  
10.6 If the Seller is required to "sell as is" he is required to state "no returns, as is" in his product description

## 11. Availability of the Website

11.1 You acknowledge that due to the nature of the Internet, We cannot guarantee that access to the Website will be uninterrupted or that e-mails or other electronic transmissions will be sent to you or received by us or that the content of such transmissions will be secure during transmission.

## 12. Intellectual Property Rights

12.1 The registered users, Zeeduka and its third party licensors as the case may be own all proprietary and intellectual property rights in the website including, but not limited to, the text, graphics, logos, icons, link sound recordings and the software and other material underlying and forming part of the services and the web site.  
12.2 You may not without our prior written consent in any form or by any means adapt, reproduce, copy, store, distribute, print, display, perform, publish or create derivative works from any part of this web site or commercialize and may not be copied, downloaded, distributed or published in any way without our prior written consent, except that You may print, copy, download or temporarily store extracts for your personal information or when You use the Services.  
12.3 You are not permitted to use any trademarks or service marks whether registered or unregistered if you are not the owner or without the owner's prior written consent. You may not frame or utilize framing techniques that include any proprietary information such as images, text or page layout without the prior written consent of our third party licensors. You may not use any "metatags" or any other type of hidden text that uses any trade marks or service marks without prior written consent.  
12.4 You agree not to copy, modify, download (other than page caching), store or sell any part of this Website without our prior written consent.  
12.5 Any information provided by this Website may not be disclosed, reproduced, copied or sold for any commercial purpose other than for obtaining the Services via this Website.  
12.6 In relation to any information, materials or other content that You submit to Us via this Website, You grant Us a non-exclusive, royalty-free, perpetual, irrevocable and fully sub-licensable right to use and reproduce such information, ideas, know-how, concepts, techniques and materials for any purpose, including without limitation, the copying, transmission, distribution and publication unless restricted by applicable law. You represent and warrant that you own or otherwise control all of the intellectual property rights and information, materials or other content that you submit or post via this Website.

## 13. PRIVACY

13.1 Zeeduka collects personal information about you through your use of the services and the website, including, your registration details, and any information relating to your use of the web site and the content you access  
13.2 You agree that Zeeduka may use this personal information to assist us to provide the services to you, for internal research purposes, to verify your identity, for promoting and marketing other Zeeduka products and services to you and for any other use that you authorize.  
13.3 We will not sell or allow third parties to access your personal information without your consent, however you agree that Zeeduka may disclose your personal information, including your name and contact details, to the relevant authorities, parties and/or the applicable intellectual property right holders (or their representatives) if we consider that you are in breach of this clause at any time.

## 14. LIMITATION OF LIABILITY

14.1 We make every reasonable effort to ensure that Zeeduka will provide accurate, complete and up-to-date information on this website. However, the website and services are provided on an "as is" and "as available" basis. We do not make any representation or warranty of any kind express or implied regarding the contents or availability of the website or services.  
14.2 Use of the website and its related services are at your sole risk. We will not be liable for any direct, indirect or consequential loss or damage however arising as a result of your use or reliance on the website or services to the maximum extent permitted by law.  
14.3 We exclude all warranties, conditions, terms, undertakings and representations of any kind, express or implied, statutory or otherwise in connection with the services and the website to the fullest extent permitted by law.  
14.4 Any software downloaded from this website or as part of the services is at your own risk and we do not accept liability for any direct or indirect loss or damage however caused as a result of any computer viruses, bugs, Trojan horses, worms, software bombs or other similar programs arising from your use of this website. Whilst we will do our best to ensure that the website is free from such destructive programs, it is your responsibility to take reasonable precautions to scan for such destructive programs.  
14.5 Any hyperlinks to third party sites provided via this website exist for information purposes and your convenience only and we do not endorse the content of such sites. We are unable to accept any liability for any loss or damage arising directly or indirectly from the content of such sites.  
14.6 Without prejudice to the above, in any event our liability shall be limited to an amount not exceeding Kenya Shillings Five Thousand (KShs. 5,000/-) only; or  
14.7 The amount paid or payable by you or the Buyer to Zeeduka for the items to which the claim relates for one incident or series of incidents attributable to the same cause or if no such amount is paid or payable the market value of such items; or  
14.8 Zeeduka, and it's owners may not be held liable for loss in mail or shipping, mistakes in electronic banking transactions, mobile transactions, broken or mis-handled packages or products, or items that are sold elsewhere against the exclusive listing agreement or electronic transaction fees incurred as a result of this occurrence.

## 15. User Indemnity

15.1 You agree to release, fully indemnify, defend and hold Us harmless immediately upon demand from and against all actions, liability, claims, losses, damages, costs and expenses (including legal costs and expenses) suffered or incurred by us arising directly or indirectly as a result of your breach of these Terms and Conditions, including without limitation any claim against Us by a Buyer that you have not honoured your commitments in respect of a Transaction.

## 16. ADDRESSES FOR NOTICES AND SERVICE OF LEGAL DOCUMENTS

## Notices

Any notice or other communication under or in connection with this Agreement is to be in writing in the English language and signed by or on behalf of the party giving it. The notice or communication may be served by being delivered personally or sending it by facsimile transmission or by registered post to the party due to receive the notice or communication at the address set out in Clause 16.1.3 or such other address as that party may (for the purposes of this Clause) specify from time to time in writing to the other party:

In the absence of evidence of earlier receipt any notice or communication so served is deemed to have been received: in the case of personal service, on delivery; in the case of facsimile transmission, on completion of such transmission except where the time of transmission is not during the addressee's normal business hours in which case it shall be 8:00 a.m. on the next Business Day and provided electronic confirmation of such transmission is obtained; and in the case of registered post, 7 days from the date of posting. In the case of electronic mail, when it is received except where the time of arrival of the electronic mail is not during the addressee's normal business hours in which case it shall be 8: 00 a.m. on the next business day. In the case of posting on the website the notice will be deemed received and properly served immediately when posted on our website.

The addresses are: -

a) In the case of the Zeeduka: -  
Name: **ZEEDUKA LIMITED**  
Physical Address: **P.O. BOX NUMBER 14187, 08080 NAIROBI, KENYA**  
Fax Number: **+254 20 4447459**  
Marked for the attention of: **THE EXECUTIVE DIRECTOR**

b) In the case of the Seller: -

Name:.....

## E-mail address:

Physical Address:  
Postal Address:  
Cell Phone Number:  
Marked for the attention of:

## 16.2 Address for Service of Legal Documents

The parties agree that the address for service of legal documents shall be the same address set out in sub clauses 16.1.3 above. Except as otherwise stated, any notices that you wish to send to us should be e-mailed to our above mentioned e-mail address. Any notices that we may wish to draw to your attention will be displayed on the website or sent to your e-mail address stipulated above.

## 16.3 Change of Address

A party may change its address for the purpose of this Clause, by notice in writing to the other party, which change of address must include a physical address and must be acknowledged as received by the other party in writing to be effective.

## 17. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in all respects in accordance with Kenyan law.

## 18. DISPUTE RESOLUTION

Any dispute arising out of or relating to this Agreement shall be settled by the parties hereto through friendly consultation. If any dispute is not settled through friendly consultation by the parties hereto within thirty days after its occurrence, such dispute shall be submitted to the Chartered Institute of Arbitrators – Kenya Chapter. The Arbitration shall be conducted in accordance with the Arbitration Act, Number 5 of 1995. The seat of the Arbitration is in Nairobi Kenya.

## 19. Termination of the Service

19.1 We reserve the right in our sole discretion to: exclude you from using the Service where you are in breach of any of these Terms and Conditions; suspend or discontinue the Service at any time. If a serious complaint or multiple complaints are received about you from other members You impersonate another member If we deem your behaviour unacceptable Members who have registered under multiple aliases will have all their aliases disabled

## 20. General Information

20.1 You may not use any part of the Website on any other website or link to the Website without our prior written consent, except that You may link to this Website provided that you do not misrepresent your involvement with this Website and that You do nothing in our opinion that may bring the Website into disrepute or in our sole discretion is detrimental to the Services.  
20.2 We reserve the right to transfer, assign or sub-contract all or any of our rights and duties and responsibilities set out in these Terms and Conditions to another party  
20.3 Headings have been included for convenience only and will not be used in construing any provision of these Terms and Conditions.  
20.4 No delay or failure by Us to exercise any powers, rights or remedies under these Terms and Conditions will operate as a waiver of them nor will any single or partial exercise of any such powers, rights or remedies include any other or further exercise of them.  
20.5 If any provision of these Terms and Conditions shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable the invalidity or unenforceability of such provision shall not affect the other provisions of these Terms and Conditions and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect.  
20.6 To the extent permitted by applicable law, these Terms and Conditions will be construed in accordance with and governed by the laws of Kenya and each party agrees to submit to the exclusive jurisdiction of the courts of Kenya. Expressions in the singular shall include the plural and words importing a gender shall include every gender.  
20.8 References to any statute or statutory provision or to any other rules or regulations of any competent authority shall be construed as references to such statute or statutory provision or rules or regulations as respectively amended or re-enacted or as their operation is modified by any other statute or statutory provision rules or regulations (whether before or after the date of this Agreement) and shall include any provisions of which they are re-enactments (whether with or without modification) and shall include subordinate legislation, rules or regulations made under the relevant statute, rules or regulations.  
20.9 References to recitals clauses and schedules are references to recitals and clauses of and schedules to this Agreement.