

KiwiStore.ng

Terms of Service

Effective Date: 1 June 2025

Platform: www.kiwestore.ng

Operated by: Kiwie Limited

1. Acceptance of Terms

These Terms of Service ("Terms") constitute a legally binding agreement between you ("User", "you", or "your") and Kiwie Limited ("Kiwie", "we", "us", or "our"), governing your access to and use of the KiwiStore.ng platform, including all associated pages, features, and services.

By registering an account, posting a listing, or otherwise using KiwiStore.ng, you confirm that you have read, understood, and agree to be bound by these Terms. If you do not agree to these Terms, you must not use the platform.

You must be at least 18 years of age to use KiwiStore.ng. By using the platform, you represent and warrant that you are 18 years of age or older.

2. Platform Overview

KiwiStore.ng is a peer-to-peer (P2P) online marketplace that enables users to post listings for brand-new or second-hand items and for buyers to browse, search, and contact sellers. Kiwie does not act as a buyer, seller, or party to any transaction between users. All transactions, exchanges, and payments between buyers and sellers occur entirely offline and outside the platform.

Kiwie is not responsible for the quality, safety, legality, or availability of items listed on the platform, nor for the ability of sellers to complete transactions or buyers to make payments.

3. User Accounts

3.1 Registration

To post listings or access certain features, you must register an account by providing a valid email address and password. You may optionally provide your phone number. You agree to provide accurate, current, and complete information during registration and to keep your account information up to date.

3.2 Account Security

You are responsible for maintaining the confidentiality of your account credentials and for all activity that occurs under your account. You agree to notify us immediately at support@kiwiestore.ng if you suspect any unauthorised access to your account. Kiwie is not liable for any loss or damage arising from your failure to maintain account security.

3.3 One Account Per User

Each user may only register one account. Creating multiple accounts to circumvent platform rules, bans, or subscription requirements is strictly prohibited.

4. Acceptable Use

4.1 Permitted Activities

As a registered user, you may:

- Post listings for legal items you own or are authorised to sell
- Browse, search, and contact sellers via the platform's messaging system
- Subscribe to the platform's monthly plan to maintain active listings
- Boost your listings for enhanced visibility via our paid promotion feature
- Manage your profile, listings, and account settings

4.2 Prohibited Activities

You must not use KiwieStore.ng to:

- Post listings for illegal, counterfeit, stolen, hazardous, or restricted items
- Engage in fraudulent activity, misrepresentation, or deceptive listings
- Harass, threaten, abuse, or impersonate other users
- Spam other users with unsolicited messages or promotions
- Scrape, crawl, or use automated tools to extract data from the platform
- Attempt to access administrative systems or another user's account without authorisation
- Post content that is defamatory, obscene, sexually explicit, or violates the rights of others
- Upload malicious code, viruses, or any content that could damage the platform or other users' systems
- Circumvent, disable, or interfere with any security features of the platform
- Use the platform for any purpose that violates applicable Nigerian laws or regulations

Kiwie reserves the right to determine, in its sole discretion, what constitutes a violation of these acceptable use guidelines.

5. Listings

5.1 Listing Standards

All listings posted on KiwieStore.ng must be accurate, honest, and comply with applicable law. You must:

- Accurately describe the item's condition (new or used)
- Provide truthful pricing information
- Use genuine photos of the item you are listing
- Provide a valid general location for the listing

5.2 Moderation and Removal

Kiwie reserves the right to review, approve, reject, delist, or remove any listing at any time and without notice, particularly where:

- The listing violates these Terms or our community guidelines
- The listing has been reported by other users
- The listing promotes illegal activity or prohibited items
- The listing contains false or misleading information

Removal of a listing does not entitle the user to a refund of any subscription or boost fees already paid.

5.3 No Platform Responsibility for Transactions

KiwieStore.ng is a listing platform only. We do not facilitate, oversee, or guarantee any transactions between buyers and sellers. All purchases and payments are made privately and offline. Kiwie is not liable for any disputes, losses, fraud, or dissatisfaction arising from transactions conducted between users.

6. Messaging System

The platform provides a private 1-to-1 messaging system to allow buyers and sellers to communicate. This messaging service is intended solely for the purpose of discussing and arranging offline transactions. You must not use the messaging system to:

- Send spam, unsolicited advertising, or promotional content
- Engage in harassment, abuse, or threatening behaviour
- Share illegal content or engage in any unlawful activity

Kiwie may monitor messages where required for safety, fraud prevention, or legal compliance purposes.

7. Intellectual Property

7.1 Platform Ownership

All content, materials, and intellectual property on KiwieStore.ng, including but not limited to logos, trademarks, brand identity, UI design, source code, databases, written content, and platform features, are the exclusive property of Kiwie Limited or its licensors and are protected by applicable intellectual property laws.

You may not reproduce, distribute, modify, create derivative works of, publicly display, or commercially exploit any part of the platform without our prior written consent.

7.2 User-Generated Content

By posting listings, photos, descriptions, or messages on KiwieStore.ng, you grant Kiwie a non-exclusive, royalty-free, worldwide licence to use, display, reproduce, and distribute your content for the purpose of operating and promoting the platform. You retain ownership of your content but warrant that it does not infringe any third-party rights.

8. Payments and Subscriptions

8.1 Monthly Subscription

Access to posting and maintaining active listings on KiwieStore.ng requires a monthly subscription fee of ₦950 (Nine Hundred and Fifty Naira) per month. Subscription payments are processed through our third-party payment gateway. Subscriptions are billed on a monthly basis and automatically renew unless cancelled before the renewal date.

8.2 Listing Boosts

Users may optionally pay to boost individual listings for enhanced visibility on the platform. Boost fees are charged separately from the monthly subscription and are activated upon payment confirmation.

8.3 Refund Policy

All subscription and listing boost payments are non-refundable once processed, except where required by applicable law. If you believe a payment error has occurred, please contact us within 7 days at billing@kiwiestore.ng with supporting details.

Kiwie reserves the right to modify its pricing and subscription plans at any time. Users will be notified of price changes at least 14 days before the changes take effect.

8.4 Cancellation

You may cancel your subscription at any time from your account dashboard. Cancellation will take effect at the end of your current billing cycle, after which your listings may be deactivated. Kiwie does not provide prorated refunds for partial months.

9. Termination and Account Suspension

9.1 By You

You may delete your account at any time by contacting support@kiwiestore.ng or via your account settings. Upon deletion, your listings and profile information will be removed, subject to our data retention obligations.

9.2 By Kiwie

Kiwie reserves the right, at its sole discretion, to suspend, restrict, or permanently terminate your account and access to the platform at any time and without prior notice if we determine that you have:

- Violated any provision of these Terms
- Engaged in fraudulent, harmful, or abusive conduct
- Attempted to manipulate or exploit platform systems
- Failed to pay applicable subscription or platform fees
- Engaged in activity that poses a legal, reputational, or security risk to Kiwie or its users

In the event of termination for cause, no subscription refunds will be issued. Kiwie may also report conduct to relevant law enforcement authorities where appropriate.

10. Limitation of Liability

To the fullest extent permitted by applicable law, Kiwie Limited, its directors, officers, employees, agents, and affiliates shall not be liable for:

- Any loss or damage arising from transactions between buyers and sellers conducted through or arranged via the platform
- Any indirect, incidental, special, consequential, or punitive damages
- Loss of profits, revenue, data, business, or goodwill
- Platform downtime, technical errors, service interruptions, or inaccessibility
- Unauthorised access to or alteration of your transmissions or data
- Conduct or content of third-party users on the platform

In no event shall Kiwie's total liability to you for all claims arising from or relating to these Terms or the platform exceed the total amount paid by you to Kiwie in the three (3) months preceding the event giving rise to the claim.

11. Disclaimers

KiwieStore.ng is provided on an "as is" and "as available" basis without warranties of any kind, either express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, or non-infringement.

Kiwie does not warrant that the platform will be uninterrupted, error-free, or free from viruses or other harmful components. We make no warranty regarding the accuracy, reliability, or completeness of any content on the platform, including user listings.

12. Indemnification

You agree to defend, indemnify, and hold harmless Kiwie Limited and its officers, directors, employees, and agents from and against any claims, liabilities, damages, losses, and expenses, including reasonable legal fees, arising out of or in connection with:

- Your use of or access to the platform
- Your violation of these Terms
- Your violation of any third-party rights, including intellectual property or privacy rights
- Any content you post on the platform

13. Governing Law and Dispute Resolution

These Terms are governed by and construed in accordance with the laws of the Federal Republic of Nigeria. Any disputes arising from or relating to these Terms or your use of KiwieStore.ng shall be subject to the exclusive jurisdiction of the courts of Nigeria.

Before initiating formal legal proceedings, you agree to attempt to resolve disputes informally by contacting Kiwie at legal@kiwiestore.ng. We will endeavour to resolve disputes within 30 days of receiving notice.

14. Changes to These Terms

Kiwie reserves the right to update or modify these Terms at any time. Any changes will be posted on this page with an updated effective date and, where material, communicated to registered users via email or platform notification. Your continued use of KiwieStore.ng following the posting of revised Terms constitutes your acceptance of those changes.

15. Entire Agreement

These Terms, together with the Privacy Policy and any additional platform guidelines, constitute the entire agreement between you and Kiwie Limited with respect to your use of KiwieStore.ng and supersede all prior agreements, representations, or understandings.

16. Contact Information

For questions or notices regarding these Terms, please contact:

Kiwi Limited

Email: legal@kiwiestore.ng

Support: support@kiwiestore.ng

Website: www.kiwiestore.ng

Nigeria