

# **BEBABOX TERMS AND CONDITIONS OF USE**

Last Updated: 28th, January, 2025

These Terms and Conditions of Use (“Terms”) constitute a legally binding agreement between you (“User”, “you”, “your”) and BebaBox Limited (“BebaBox”, “Company”, “we”, “us”, “our”), governing your access to and use of the BebaBox website, applications, digital platforms, and services.

By accessing, registering, or using any part of the Platform or Services, you acknowledge, understand, and agree to be bound by these Terms without limitation or qualification. If you do not agree, you must immediately discontinue use.

## **1. DEFINITIONS & INTERPRETATION**

Unless the context otherwise requires:

- “Platform” means the BebaBox website, mobile applications, APIs, software, systems, and related infrastructure.
- “Services” means all logistics facilitation, delivery consolidation, verification, storage, and ancillary services offered by BebaBox.
- “Seller” means any third-party merchant, supplier, or vendor from whom goods are purchased.
- “Item(s)” means any goods handled, stored, transported, verified, or delivered through the Platform.
- “Order” means a request by a User for Services relating to one or more Items.

Headings are for convenience only and do not affect interpretation.

## **2. NATURE OF SERVICES (CRITICAL DISCLAIMER)**

2.1 BebaBox operates solely as an independent logistics facilitation platform.

2.2 BebaBox does not:

- Own, sell, manufacture, or supply goods
- Act as a retailer, distributor, or marketplace
- Provide warranties or guarantees regarding Items
- Act as an agent or representative of Sellers
- Guarantee Seller performance, quality, or legitimacy

2.3 Any contract for the purchase of goods exists exclusively between the User and the Seller.

2.4 BebaBox’s role is strictly limited to facilitating logistics-related Services subject to these Terms.

### **3. ELIGIBILITY & ACCOUNT REGISTRATION**

3.1 You must be legally capable of entering binding contracts under applicable law.

3.2 You agree to provide true, accurate, current, and complete information at all times.

3.3 You are solely responsible for:

- Maintaining account security
- All activities conducted under your credentials
- Any loss arising from unauthorized access

3.4 BebaBox may suspend or terminate accounts at its sole discretion, including where fraud, misuse, or regulatory risk is suspected.

### **4. USER REPRESENTATIONS & WARRANTIES**

You represent and warrant that:

- All Items are lawful, accurately described, and permitted for transport
- You have legal authority to ship and receive the Items
- Your use of the Platform complies with all applicable laws and regulations
- You will not misuse the Platform or Services in any manner

Any breach renders you fully liable for resulting losses.

### **5. PROHIBITED & RESTRICTED ITEMS**

You shall not ship or attempt to ship:

- Illegal, controlled, or prohibited substances
- Firearms, ammunition, explosives, or weapons
- Counterfeit, pirated, or infringing goods
- Hazardous, flammable, or toxic materials
- Stolen goods or items of unlawful origin
- Any item prohibited by Kenyan or international law

BebaBox reserves the unrestricted right to inspect, detain, refuse, report, destroy, or surrender Items to authorities without notice or liability.

### **6. DELIVERY, CONSOLIDATION & STORAGE**

6.1 All delivery timelines are estimates only and not guaranteed.

6.2 BebaBox is not responsible for delays caused by:

- Sellers
- Customs or regulatory authorities

- Force majeure events
- Third-party logistics providers

6.3 Users are solely responsible for:

- Correct seller instructions
- Accurate reference codes and labeling
- Timely collection or receipt

6.4 Items unclaimed beyond a reasonable period may incur storage fees and may be disposed of at BebaBox's discretion.

## **7. BEBA VERIFY – LIMITATION OF SCOPE**

7.1 Beba Verify provides non-invasive, observational inspection only.

7.2 Verification does not constitute:

- Authentication
- Certification
- Warranty
- Quality assurance

7.3 BebaBox expressly disclaims any liability relating to:

- Authenticity
- Performance
- Durability
- Fitness for purpose

## **8. FEES, PAYMENTS & TAXES**

8.1 All fees are payable in advance unless otherwise agreed in writing.

8.2 Fees are non-refundable once Services commence.

8.3 BebaBox may revise pricing at any time.

8.4 Users are responsible for all applicable taxes, duties, customs charges, and regulatory fees.

Failure to pay may result in service suspension or retention of Items.

## **9. NO REFUNDS POLICY**

Except where required by law:

- All fees are final and non-refundable
- Failed deliveries due to User error are not refundable
- Dissatisfaction with Items is not a basis for refund

## **10. RISK, TITLE & LIABILITY LIMITATION**

10.1 Risk passes to the User upon:

- Delivery attempt, or
- Handover to User or User's agent

10.2 To the maximum extent permitted by law, BebaBox's total liability shall never exceed the service fee paid for the affected Order.

10.3 BebaBox shall not be liable for:

- Seller misconduct or misrepresentation
- Manufacturing defects
- Indirect, incidental, punitive, or consequential damages
- Loss of profits, business, data, or opportunity

## **11. FORCE MAJEURE**

BebaBox shall not be liable for failure or delay caused by events beyond reasonable control, including natural disasters, strikes, pandemics, government action, or infrastructure failures.

## **12. INTELLECTUAL PROPERTY RIGHTS**

All intellectual property on the Platform is owned by or licensed to BebaBox.

No rights are granted except as expressly stated.

## **13. TERMINATION & SUSPENSION**

BebaBox may, at its sole discretion and without liability:

- Suspend or terminate access
- Refuse service
- Retain or dispose of Items associated with violations

Termination does not relieve Users of outstanding obligations.

## **14. DATA PROTECTION & PRIVACY**

Personal data is processed in accordance with BebaBox's Privacy Policy and applicable data protection laws, including the Kenya Data Protection Act, 2019.

## **15. INDEMNIFICATION**

You agree to fully indemnify and hold harmless BebaBox, its officers, employees, and partners from all claims, losses, damages, liabilities, costs, and expenses arising from:

- Your use of the Services
- Breach of these Terms
- Shipment of prohibited or unlawful Items

## **16. GOVERNING LAW & JURISDICTION**

These Terms are governed by the laws of the Republic of Kenya.

Courts of Kenya shall have exclusive jurisdiction.

## **17. AMENDMENTS**

BebaBox may amend these Terms at any time. Continued use constitutes acceptance.

## **18. CONTACT & LEGAL NOTICES**

All notices shall be directed to:

[support@bebabox.co.ke](mailto:support@bebabox.co.ke)