

Terms of Service

1. Welcome to Dwisi

1. Dwisi operates a social media-inspired peer-to-peer marketplace which uses artificial intelligence to suggest relevant sellers and items to you and to display your items to the most relevant potential buyers, based on your preferences and other information submitted to it, and which allows you to buy and sell items using the Dwisi application which we make available for download through an app store on your mobile device or via our website (the “**Service**”). You can search for items, log-in to your profile and view other profiles (each account has a unique and public URL) via the website.

2. The Service is operated by DWISI, incorporated and registered in the UAE under license number 2010184.01.

2. Your relationship with us

1. This document and any documents referred to within it (collectively, the “**Terms of Service**”) set out the terms of your relationship with us. It is important that you read and understand the Terms of Service before using the Service. If there is anything within them that you do not understand, then please contact us at support@dwisi.com to discuss what this means for you.

2. By setting up an account with us and/or using and accessing the Service, you agree to and accept these Terms of Service in their entirety. If you do not agree to these Terms of Service, you may not use the Service.

3. Information about you and your privacy

1. Your privacy is important to us. You should read our [Privacy Policy](#) to understand how we collect, use and share information about you. You should also read our [Cookie Policy](#) to understand how we use cookies within the Service.

4. Setting up an account

1. To access our Service, you must register with us and set up an account with a username and password (your “**Account**”). We encourage you to use “strong” passwords (passwords that use a combination of upper and lower case letters, numbers and symbols) with your Account.

2. You must be at least 16 years of age and capable in your country of residence of entering into a legally binding agreement to use our Service. Dwisi does not knowingly collect or solicit any information from anyone under the age of 16 or knowingly allow such persons to register for the Service. Dwisi is a General Audience Site and the Service and its content are not directed at children under the age of 16. Children under the age of 16 are prohibited from providing any personal information to the Site. In the event that we learn that we have collected personal information from a child under age 16 without parental consent, we will delete that information as quickly as possible. You may connect to our Service with third-party services approved by us (e.g., Facebook, Instagram or Twitter) and in such circumstances you give us permission to access and use your information from that service as permitted by that service, and to store your log-in token for that service as set out in our Privacy Policy.

3. You are responsible for maintaining the confidentiality of your login details and any activities that occur under your Account. If you have any concerns that your Account may have been misused, you should contact us at support@dwisi.com straight away to let us know.

6. Your right to use the Service

1. The intellectual property rights in all materials and content comprising the Service, including but not limited to images, written content and designs on each page of the Dwisi application and website, either belong to us or we have permission from the owner to use them to provide the Service. All such intellectual property is protected by worldwide intellectual property laws, including copyright and design laws. We give you permission to use the materials and content comprising the Service for the sole purpose of using the Service in accordance with these Terms of Service.

2. Your right to use the Service is personal to you and you are not allowed to give this right to another person or to sell, gift or transfer your Account to another person. Your right to use the Service does not stop us from giving other people the right to use the Service.

3. Other than as allowed in these Terms of Service or by us in writing, you are not given the right to use the “Dwisi” name, or any of the “Dwisi” trademarks, logos, domain names and other distinctive brand features, all of which are intellectual property rights that belong to Dwisi.

4. These Terms of Service do not grant you any rights to, or in, any such intellectual property rights or any other rights or licences in respect of Dwisi’s materials and content, the Service, Dwisi name and/or trademarks, other than as set out in these Terms of Service.

7. Your content

1. You confirm that images, sounds, text or information that you submit or create (“**User Content**”) whilst using the Service will meet the Rules of Acceptable Use.

2. You grant us a worldwide, non-exclusive, royalty-free, irrevocable and perpetual licence to use, copy, reproduce, distribute, adapt, re-format, modify, publish, translate, licence, sub-licence, assign, transfer and exploit the User Content (including any intellectual property rights

therein) anywhere and in any form for the purposes of providing our Service or for any purpose in connection with the operation of our business.

3. Our right to use your User Content does not in any way affect your privacy rights and we will only use information that identifies you as set out in our [Privacy Policy](#).

4. We do not check or moderate any User Content before it is added to the Service by users. We may later check, moderate, reject, refuse or delete any User Content if we think that it breaks any of the Rules of Acceptable Use, or we believe it is against the ethos of Dwisi.

5. User Content removed from the Service may continue to be stored by us, including, without limitation, in order to comply with certain legal obligations. Therefore we encourage you to maintain your own backup of your User Content and you agree that you will not rely on the Service for the purposes of User Content backup or storage. To the extent permitted by applicable law, we shall have no liability for any loss of User Content.

8. Rules of Acceptable Use

1. In addition to the other requirements within these Terms of Service, this section describes specific rules that apply to your use of the Service (the “**Rules of Acceptable Use**”).

2. You must make sure the email address you provide in your Account details remains active and is checked by you on a regular basis.

3. You are responsible for all taxes (including any associated penalties, fines, charges and late payment interest) relating to your sales of items through our Service. You must comply with all applicable laws in relation to such taxes and shall promptly provide us with any information we require to verify such compliance. To the extent possible under applicable law, you shall reimburse us on demand any costs we incur as a result of your failure to comply with this section 8(3).

4. When using the Service you must not:

1. Create more than one Account on the Service (however, you may connect all your social networks or other services accounts, that we support, to your Account on the Service) unless we agree otherwise.

2. Give any false or misleading information in your Account details.

3. Permit another person to use the Service under your name or on your behalf unless you are a business and such person is authorised by you.

4. Use the Service if we have suspended or banned you from using it.

5. Send junk, spam or repetitive messages.

6. Engage in any illegal or unlawful conduct including selling or intentionally purchasing any fake or counterfeit items or any item that otherwise breaches another person’s rights, and must comply with applicable legal requirements relating to the sale or purchase of Sale Items (including but not limited to import and export rules and illegal products, the listing of any age

restrictions, distance selling and cooling off rights which may apply to a Sale Item where the seller is a business).

7. Modify, interfere, intercept, disrupt or hack the Service.
8. Misuse the Service by knowingly introducing viruses, Trojans, worms, logic bombs or other material which would harm the Service or any user of the Service's own equipment.
9. Collect any data from the Service other than in accordance with these Terms of Service.
10. Submit or contribute any User Content (including comments and descriptions relating to Sale Items) that contains unlawful content, nudity or violence, is abusive, bullying, threatening, harassing, obscene, misleading, untrue, offensive, defamatory, derogatory or uses bad or rude language, as Dwisi may decide in its absolute discretion.
11. Unfairly or unlawfully interfere or manipulate any ratings system or user feedback system.
12. Submit or contribute any User Content without the permission of the content owner, or otherwise infringe the copyright, trademark or other rights of third parties (which includes using hashtags for protected brands, in connection with your listing, that are irrelevant to such listing).
13. Offer to sell or buy any of the items we list as [prohibited items](#) - items - Dwisi has a zero tolerance policy on using the Service to promote, advertise or sell drugs, drug paraphernalia, tobacco and/or tobacco paraphernalia or related products.
14. Purchase or sell a Sale Item by making direct arrangements with the buyer or the seller to use a payment method other than PayPal or Stripe (if applicable) available through the Service.
15. Take any action which is deliberately designed to circumvent, reduce or manipulate the Commission due to us (as specified in section 11).
16. Submit or contribute any information or commentary about another person without that person's permission, or post private or confidential information via the Service, including, without limitation, your or any other person's credit card information, social security or alternate national identity numbers, non-public phone numbers or non-public email addresses.
17. Mine data, screen scrape or crawl any part of the Service.
18. Disassemble, decompile or reverse engineer any part of the Service.
19. Adapt, copy, vary, edit, distribute or commercialise any content in the Service without the prior written consent of Dwisi.
20. Circumvent any technical measures implemented to protect or provide the Service.
21. Use any third party's PayPal account unless you have express permission from them to do so.
22. Use the service to drop ship

5. Failure to comply with the Rules of Acceptable Use constitutes a serious breach of these Terms of Service, and may result in our taking all or any of the following actions (with or without notice, and entirely at our discretion):

1. immediate, temporary or permanent withdrawal of your right to use our Service;
2. immediate, temporary or permanent removal of any User Content (including the removal of Sale Items listed on the Service);
3. issuing of a warning to you;
4. legal action against you including proceedings for reimbursement of all costs (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;
5. disclosure of such information to law enforcement authorities as we reasonably feel is necessary.
6. We may investigate any suspected breach of the Rules of Acceptable Use. During such investigation we may temporarily withdraw your right to use our Service or remove User Content (including the removal of Sale Items listed on the Service) without notice to you.
7. The responses described in section 8.5 are not limited, and we may take any other action we reasonably deem appropriate.

9. Notice and takedown policy

1. Any person may contact us by sending us an “Infringement Notice” if any content available through our Service infringes their rights or fails to comply with our Rules of Acceptable Use. The Infringement Notice should be sent by email to report@Dwisi.com. Please provide the information described below in the Infringement Notice:

1. your name and contact details;
2. a statement explaining in sufficient detail why you consider that the content available through our Service infringes your rights or fails to comply with our Rules of Acceptable Use; and
3. a link to or such other means of identifying the problematic content.

2. We will take the action that we believe is appropriate depending on the nature of the Infringement Notice and will aim to respond to you within a reasonable period of time on the action we propose to take.

10. Advertisements on the Service

1. We and our selected business partners may provide advertising to you through the Service or by other methods such as email. This advertising may be based on your User Content or other information available through the Service. When delivering advertising we will only use

information that identifies you as set out in our [Privacy Policy](#). We may use advertising cookies to provide such advertising and you can read our [Cookie Policy](#) here.

11. Seller commission

1. The seller of any Sale Item will pay us a commission on the total transaction amount received by the seller (including VAT and any other applicable taxes, if any) in respect of any Sale Transaction (the “**Commission**”). If the Commission payable is less than our minimum Commission, then the seller will be required to pay the minimum Commission. Details of this fee are [available on our help site](#).

4. We will provide the seller of the Sale Item with an invoice detailing the Commission.

5. The Commission is inclusive of VAT.

12. Ending our relationship

1. If at any time you decide you can no longer agree to these Terms of Service or any changes made to the Terms of Service or the Service, you must immediately stop using the Service.

2. If you wish to end your use of the Service, please contact us at close@Dwisi.com from the email address linked to your account and ask us to deactivate your Account. Where such request comes from someone who is not the account holder, we may ask you to provide proof of who you are and your relationship to the User in question, and any other documents we may reasonably require.

3. We may immediately end your use of the Service if you break the Rules of Acceptable Use, any other important rule(s), or terms and conditions we set for accessing and using the Service including these Terms of Service.

4. We may also withdraw the Service for any reason, without notice, at any time and without any liability to you.

5. If you or we end your use of the Service or we withdraw the Service as described in this clause, we may delete or modify your User Content, Account or any other information we hold about you. You will also lose any rights you have to use the Service or access our content or your User Content. We will not offer you compensation for any losses. You should note that even if your Account is deactivated, some of your data may persist and appear within the Service, for example where your User Content has been re-shared by others.

13. Our liability/responsibility to you

1. You alone decide whether to proceed with a sale or purchase of a Sale Item. As such, we make no commitments regarding the Sale Items including the quality or delivery of the Sale Items, or for honouring (or causing any seller to honour) any erroneous information regarding the price, description and availability of, or any information relating to any Sale Items promoted

or available through our Service, or the ability of the buyer to complete any purchase of the Sale Items.

2. Although it is our intention that the Service is available as much as possible, there may be occasions when the Service may be interrupted, including for scheduled maintenance, upgrades and emergency repairs, or due to failure of telecommunication links and/or equipment. The Service and any content contained therein (including User Content) is provided on an “as available” and “as is” basis. This means that we are unable to promise that your use of the Service will be uninterrupted, without delays, error-free or meet your expectations and we do not give any commitment relating to the performance or availability of the Service in these Terms of Service and, to the extent we are able to do so, we exclude any commitments that may be implied by, or be expressed by, applicable law. You accept that the internet may be subject to breaches of security and that the submission of User Content or other information may not be secure.

3. Dwisi is not responsible or liable for any loss or harm caused by viruses, worms or other programmes designed to impair the Service.

4. You may be able to access third party links/websites/products via the Service. Dwisi is not responsible or liable for any third party links/websites/products which may be accessed by you at your sole option. Your access to and use of such third party links/websites/products and services shall be solely at your own risk and subject to your acceptance and compliance with the separate terms and conditions of such third party.

5. To the maximum extent permitted by the law, our total responsibility for any claims relating to a Sale Transaction is limited to the Commission payable in connection with that Sale Transaction.

6. For any other claims arising out of the provision of the Service (including without limitation any dispute between users where this does not fall within paragraph 5 above, in relation to any content you access via the Service, or any other user you interact with), we do not accept any responsibility whatsoever (whether arising in contract, tort otherwise), except where we cannot disclaim, exclude or limit responsibility by law (such as death and/or personal injury caused by our negligence).

7. We will never be responsible for any loss or damage that is not reasonably foreseeable and we will never be responsible for indirect losses and/or financial and business loss, or loss of goodwill or reputation.

14. Your responsibility to us

1. If Dwisi is sued due to an action or inaction by you (including a breach of these Terms of Service) then we have the right, at our discretion, to request that you indemnify us (i.e. cover all our costs including legal fees) and hold us harmless from any legal claim or demand for expenses or costs that arises as a result. Where we decide to conduct the defence of such claim, you agree to assist us as reasonably requested.

15. Resolving disputes

Disputes with us

1. If you have a dispute with us relating to the Service, in the first instance please contact us at support@Dwisi.com and attempt to resolve the dispute with us informally.

Disputes with other users relating to a Sale Transaction

General

1. If you use Dwisi Payments via * to pay for a Sale Item or receive any money for a Sale Transaction you may be eligible for Buyer or Seller Protection, details of which are available below.

2. All purchases/sales made outside of Dwisi are against our Terms of Service and are **not covered** by Buyer or Seller Protection.

3. If: a) as a buyer your Sales Item has not arrived, or if what you received is significantly not as described or faulty, or b) as a seller you are sent an unauthorised payment, or a buyer claims they didn't receive their Sale Item, you can report the issue to us within 180 days and we will reply to you with instructions on how to proceed. Please make sure you report the issue as set out in paragraph 8 below in order to guarantee a prompt reply. To open a dispute: Open the app and go to Profile > Support > Help > Report a transaction problem > select 'Purchased Items' and find the transaction you want to report.

4. Please know that in regards to any kind of buyer or seller protection, we can only accept tracking codes as valid proof of delivery (a tracking code that can be verified online - this does not include Royal Mail reference numbers unless this records actual delivery), and that the cost of returning the Sales Item cannot be refunded.

Dwisi Payments via Stripe – Dwisi Buyer and Seller Protection:

8. In order to be eligible for Dwisi Buyer or Seller Protection, you must: a) purchase/sell the Sale Item in-app using Dwisi Payments via Stripe, and b) report the transaction issue to Dwisi within 180 days from the date of purchase/sale. Dwisi Buyer or Seller Protection applies only if these conditions are met.

Dwisi Buyer Protection

9. To qualify for Dwisi Buyer Protection, you must be able to prove that a) you bought the Sale Item with Dwisi Payments via , and b) the Sale Item did not arrive OR was materially and significantly different to the description thereof OR the Sale Item was counterfeit. Dwisi. If we find that the above criteria is fulfilled, subject to you returning the Sale Item where requested (tracked delivery), you will receive a full refund of the Sale Item from the Seller.

Dwisi Seller Protection

10. To qualify for Dwisi Seller Protection, you must be able to prove that a) you sold the Sale Item via Dwisi Payments via , b) you dispatched the order to the address provided on the Dwisi receipt within 7 days of the order (or any timeframe set out in the description for the Sale Item in question if different), c) you responded to any Dwisi emails relating to such Sale Item within the requested period and d) the Sale Item materially and significantly conformed to the description thereof in your shop. As a Seller, non-material goods, prohibited items and meet-in-person transactions are not covered by Dwisi Seller Protection.

11. Where Buyer and Seller cannot agree resolution, Dwisi will try to mediate a resolution between you and the Buyer. If we find that the Buyer was correct in that the Sale Item was not as described or was not delivered, subject to the Buyer returning the item to you, you agree to refund the full sale price of the Sale Item and where you fail to do so, you hereby give Dwisi permission to do so on your behalf.

12. If a chargeback is raised against you as Seller, Dwisi will ask you to provide evidence of shipping and that the Sale Item was as described in the original listing, within 3 calendar days. If you do not respond within the timeframe and/or we believe the Buyer to have validly initiated the chargeback, we will activate a refund for the Buyer of the value of the Sale Item in question and a 15 GBP chargeback fine will be deducted from your Dwisi Payment account. If Buyers are making regular chargebacks from you as a Seller, then we may investigate your account and your compliance with these terms of service. This may result in suspension of your account.

13. Should you decide to appeal any decision Dwisi has made under this section of the terms, then please contact us. Be aware that we will only consider appeals where you can supply new evidence to support your case.

16. Shipping

When selling and buying on Dwisi, The pickup and delivery of the item are managed by Dwisi.

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17. Changes to the Service

1. We are constantly updating and improving the Service to try and find ways to provide you with new and innovative features and services. Improvements and updates are also made to reflect changing technologies, tastes, behaviours and the way people use the Internet and our Service.

2. In order to do this, we may need to update, reset, stop offering and/or supporting a particular part of the Service, or feature relating to the Service “**changes to the Service**”. These changes to the Service may affect your past activities on the Service, features that you use and your User Content “**Service Elements**”. Any changes to the Service could involve Service Elements being deleted or reset.

3. You agree that a key characteristic of our Service is that changes to the Service will take place over time and this is an important basis on which we grant you access to the Service. Once we have made changes to the Service, your continued use of the Service will show that you have accepted any changes to the Service. You are always free to stop using the Service or deactivate your Account by contacting us at close@Dwisi.com from the email address linked to your account.

18. Changes to these Terms of Service

1. We may revise these Terms of Service from time to time and any changes will take effect after 3 days of any notification email sent to you notifying you of any changes, or at the time the revised Terms of Service are posted (whichever is the earlier) and your continued use of the Service shall constitute acceptance of such revised Terms of Service.

2. Changes will usually occur because of new features being added to the Service, changes in the law or where we need to clarify our position on something.

3. We will try, where possible and reasonable, to contact you to let you know about any significant changes to any of the documents referred to in these Terms of Service. We may contact you through the Service (for example by asking you to accept the changes before you continue to use the Service) or via a separate email.

4. Normally, we will try to give you some warning before the new terms become effective. However, sometimes changes will need to be made immediately and if this happens we will not give you any notice.

19. Documents that apply to our relationship with you

1. The current version of the Terms of Service contains the only terms and conditions that apply to our relationship with you. Older versions of the Terms of Service will no longer apply to our relationship and will be completely replaced by the current version at [this link](#).

2. We intend to rely on these Terms of Service as setting out the written terms of our agreement with you for the provision of the Service. If part of the Terms of Service cannot be enforced then the remainder of the Terms of Service will still apply to our relationship.

3. If you do not comply with these Terms of Service and we do not take action immediately, this does not mean we have given up any right we have and we may still take action in the future.

21. Contact, feedback and complaints

1. If you need to contact us in relation to these Terms of Service or any other document mentioned in them, please email us at support@Dwisi.com with the subject line 'Terms of Service'.

2. We value hearing from our users, and are always interested in learning about ways we can improve the Service. By providing your feedback you agree that you are giving up any rights you have in your feedback so that we may use and allow others to use it without any restriction and without any payment to you.