

## Terms and Conditions of Service of Uriji Jami

**Last updated: November 2016**

Uriji Jami Ltd was created in 2016 and provides users the opportunity to exchange advice or business experience, generating alternative income by valorizing past and revealing people's life potential, in order to fulfil their potential. We have created a mobile application called Uriji.

Access to and use of the [urijijami.com](http://urijijami.com) and/or the Uriji App (the "Site/App"), including any content, functionality and services offered on or through the app, are subject to the following terms and conditions, "Terms of Service".

Please read the Terms and Conditions carefully before starting to use the "Site/App". By using the "Site/App", opening an account or clicking to accept or agree to the Service Terms and Conditions and our Privacy Policy when asked to, you are accepting to be bound by these Service Terms and Conditions and our Privacy policy. If you do not wish to agree to these Terms of Service or Privacy Policy, you must not access or use the "Site/App".

This "Site/App" is offered and available to users over 13 years of age and up. If you are under 13 years of age, you may not use this "Site/App" or any Uriji services. By using this "Site/App", you confirm and warrant that you have the legal age to form a binding contract with the company and meet all of the foregoing eligibility requirements. If you do not meet all the requirements, you must not access or use the Site.

Our Customer Support Team is available, in case you have questions about the Site or the Terms of Service. You can contact our Customer Support Team at [support@urijijami.com](mailto:support@urijijami.com)

### Key Terms

**Contents:** services offered by a user through a story on Uriji.

**Sellers:** users who offer and provide services through contents on Uriji.

**Buyers:** users who buy Content.

**Stories:** where users can describe their experiences, add content, multimedia material and where the buyer can purchase the content offered.

**Dreams:** the place where users can describe their goals they want to fulfill by adding multimedia material.

**Orders:** the formal agreement between the buyer and the seller after the purchase of the seller's story.

**Chat:** where buyers and sellers communicate with each other regarding a requested content.

**Disputes:** they are disagreements that arise in an order between a buyer and a seller on Uriji.

**Deliveries:** to receive the content of the Story.

**Income:** the money earned by completed orders.

### **Particular Conditions**

- Only registered users can buy and sell on Uriji. Registration is free.
- In Uriji, contents can be offered for an initial minimum price of \$ 1. Some Content offered may cost more than the basic price, as determined by the seller.
- Buyers will pay Uriji at the time of the order.
- Orders are purchased through the **Buy** button located in the story created by the Uriji seller.
- Sellers must comply with their orders and often cannot cancel them or without a justified cause. Cancelling orders will affect seller's reputation and status.
- Sellers earn ratings on their stories based on their performance and reputation.
- Buyers are granted all rights for the delivered content, unless otherwise specified by the seller on their story page.
- Uriji reserves the right to use all work submitted and published for marketing and promotion purposes.

### **SELLERS**

#### **Basic information**

- Story sellers create content for buyers to purchase on Uriji.
- For every order you successfully complete, Uriji deducts 10% of the total amount of the purchase plus transaction fee by PayPal.
- PayPal credits the amount to the sellers once the order is completed.
- The seller's rating is calculated based on the reviews published by buyers upon request.
- For security concerns, Uriji may temporarily disable a seller's account.

## **Contents**

- Sellers can publish a selected number of Content (Stories).
- Stories that are created on Uriji are user-generated content.
- Uriji can eliminate Stories with Content for violations of these Service Terms and Conditions, which may include (but not limited to) the following offences or materials:
  - illegal or fraudulent services
  - copyright infringement, trademark infringement, and violation of a third party's terms of services, reported by our intellectual property claim policy
  - adult oriented services, pornographic, obscene or inappropriate content
  - intentional copies of content
  - spam, irrelevant material or violent content
  - misleading content addressed to buyers
  - reselling of regulated goods
  - Services that extend beyond the day of service agreed prior by mutual agreement between the parties.
- The elimination of stories due to the offences referred to above could result in the suspension of the account of the seller.
- Stories that are eliminated due to these offences cannot be restored or edited.
- Stories can be removed from our search function due to poor performance or inappropriate user behavior.
- All sellers are allowed to upload up to six images in the description of the story.
- The description of the contents may include a video which can be uploaded through the management tools available on Uriji.
- Statements on page Content that undermine or circumvent compliance with these Service Terms and Conditions are prohibited.
- Sellers can sell their contents at a price higher than \$ 1.
- Since Uriji is a meeting point between seller and buyer, and not a part of the operations performed between them, the seller will be responsible for all duties and tax charges that apply on the sale of its content. Uriji is not responsible for any fault related to this kind of infringement.

### **Important notice regarding fees:**

Transaction fees are subject to PayPal, not Uriji.

## **BUYERS**

### **Basic information**

Uriji reserves the right to use all work submitted and published for marketing and promotion purposes.

## **Purchasing**

- Buyers pay Uriji to create an order from a seller on the Uriji “Site/App” by clicking on the Buy link.
- Stories may be purchased using one of the following payment methods: Debit/Credit Card or PayPal.
- If you have been asked to use an alternative method of payment, immediately notify your customer support service.
- In order to protect against fraud, unauthorized transactions (such as money laundering), claims or other liabilities, we do not collect credit information, but allow our payment service providers to collect data in order to collect payments from buyers or to transfer them to the sellers on the Site. We have no contact with the payment information provided to our payment service providers, which will be subject to the privacy policy applicable to such providers.

## **ORDERS**

### **Basic information**

We encourage buyers and sellers to try to settle claims privately. If for any reason this is not possible, please contact at [support@urijiami.com](mailto:support@urijiami.com) for help.

### **Handling Orders**

- When a buyer orders a Content, the seller is notified by *push notifications*, as well as notifications on the “Site/App”.
- Sellers must comply with the delivery date specified when creating their Content or by mutual agreement between buyer and seller.
- Users are responsible for analyzing all transferred files for viruses and malware. Uriji is not liable for any damage incurred due to the use of the site, the use of content or files transferred.

### **Reviews**

- Feedback reviews provided to sellers while completing an order are an essential part of Uriji’s rating system. Reviews show the overall experience of the buyer with the seller and the services provided. It is recommended that buyers inform the seller of all concerns and questions that could arise prior to purchase.
- Leaving feedback is a basic prerogative for a buyer. Feedback reviews will not be removed unless there are clear violations to our Terms of Service.
- To prevent any misuse of our feedback system, all comments and reviews must come from legitimate sales executed exclusively through the platform from users within Uriji and our Community. Purchases arranged, determined to artificially enhance seller ratings, or to abuse the Uriji platform with purchases from additional accounts, will result in a permanent suspension of all related accounts.

- Feedback comments given by buyers are publicly displayed on a seller's page.
- Withholding the delivery of services, files, or information required to complete the Content service with the intent to gain favorable reviews or additional services is prohibited.

### **Claims and cancellations**

We encourage buyers and sellers to try to settle claims privately. If for any reason this fails, please use the Customer Care Center at [support@urijijami.com](mailto:support@urijijami.com)

### **Basic information**

- The submission of a claim for an operation or the cancellation of a payment through your payment service provider or bank constitutes a violation of these Service Terms and Conditions. If you do, your account may be temporarily disabled to investigate possible security violations.
- If a buyer or seller finds a problem associated with the service provided in an order, it is recommended to resolve the dispute by mutual agreement to try to resolve the matter.
- Sellers can make changes in deliveries, depending on the content and service to the buyer. Sellers can determine the volume of reviews that are offered to buyers.
- Soliciting to obtain more seller services than stipulated on the terms of service is prohibited.

### **Order Cancellations**

- Uriji encourages buyers and sellers to resolve service disputes privately.
- Our team of customer services will assess the eligibility of requests to Uriji to cancel an order, based on a number of factors, including violations of our Terms of Service, general misconduct and misuse of the system.
- The orders will not meet the cancellation requirements if the quality of service or materials that the seller delivered meets the description contained in the contents page. Buyers can rate the seller based on their experience on the order page, including the general level of quality of service they received.
- Buyers should use the Customer Service Center to answer their concerns and get the desired solution to the service provided by their vendors, then seek to resolve their dispute. The customer service will not take action against orders when buyers do not inform their vendor problems associated with the seller's service and enable vendors to provide a solution first. This does not include the unauthorized use of Uriji.
- Uriji's Customer Service will review orders based on the following scenarios, but will not be limited to them:
  - Users adopt an offensive attitude towards the other party by threatening with low ratings or the misuse of ordered materials.
  - Users provide or include material that violate copyright or trademark regulations as part of the requirements of the buyer or seller delivery.

- The user is no longer an active user of Uriji due to breach of the Service Terms and Conditions or closing their account.
- The seller uses a delivery system to extend the delivery due date to complete the requested service without providing the final delivered service to buyers.
  - Note: A large number of allegations of violations will result in permanent suspension of your account.
- The seller does not deliver files or proof of work linked to the requirements agreed in the order.
  - Note: Our Customer Service Team examines the subjectivity of the materials in question.
- The seller requests additional payments on the Uriji platform or outside by withholding the final delivery of services directly related to the agreed requirements.
- The seller retains service delivery for better ratings.
- Buyers threaten to leave a bad review for further services of the seller that are not linked to the agreed requirements.
- Users who are reported of using materials that violate copyright or trademark with proper verification and testing.
- Buyers who do not hold the right to use their account for commercial purposes and are reported.

### **User Conduct and Protection**

Uriji is a social network and e-commerce app. It provides users the opportunity to exchange advice or business expertise, generating alternative incomes by valorizing people's past and revealing people's life potential, in order to fulfil their dreams.

Here you would be able to share your aspirations (dreams), your experiences (stories) and make meaningful connections with other people.

How does the app work?

- Post your dreams: create your dreams and let other people know what your goals are, so they can help you.
- Post your stories: your experiences are precious; share them with others and, if you want, put a price or offer them for free.
- The timeline: you have a tool, to let you navigate from your past to your future and see all your dreams, stories, milestones and moments in a smooth flow.
- Match them: Uriji helps you find content from other users that match yours. Get in contact with people, back them, and if you would like, buy stories, rate them, get inspired, and help others.

Uriji maintains a friendly environment, with community and professional spirit. Users should keep that spirit and respect when participating in any Uriji activity.

To report any breach of our Terms of Service, user misconduct, or for questions regarding your account, contact our Customer Service Center.

### **Basic information**

- Any exchange of personal information necessary to continue a service can be done within the “Orders” page.
- Uriji does not provide any guarantees on the level of service offered to buyers.
- Uriji does not protect users who interact outside the Uriji platform.
- Sending messages to users will not be tolerated with disrespectful, abusive, inappropriate or violent language and this can result in sending a warning to the account or the suspension or removal of that account.

### **Orders**

- Users with the intention of slandering competing vendors by ordering services from them, their reviews will be removed or other measures related to the status of their account will be applied, as determined by our team.
- Users should abstain from sending spam or contacting buyers or sellers beforehand in order to delete or modify assessments or cancel orders that do not conform to the policies of cancellation of orders or feedback.

### **Contents**

- Users can contact the customer service to report content that may violate Uriji Jami’s Terms of Service, based on the similarity of an imitated Content, for example.
- Uriji will respond to clear and complete notices of alleged copyright or trademark infringement. Our Intellectual Property claim procedures can be reviewed here.

### **Reporting Violations**

If you come across any content that may violate our Terms of Service, you should report it to us. All cases are reviewed by us. To protect individual privacy, the results of the investigation are not shared. You can review our Privacy Policy for more information.

### **Violations**

Users may receive a warning to their account for violations of our Term and Conditions of Service or any misconduct reported to our Trust and Safety team. A warning will be sent to the user’s email address and will be displayed for such user on the Site. Warnings do not restrict the activity of the account, but can lead to your account losing seller statuses or becoming permanently disabled based on the severity of the violation.

### **Unauthorized use**

- **Adult Services and Pornography:** Uriji does not allow any exchange of adult oriented or pornographic materials and services.
- **Conduct and Inappropriate language:** Communication on Uriji should be friendly, constructive and professional. Uriji condemns bullying, harassment,

and hate speech towards others. We provide users a means through which messages are exchanged between individuals, a system to rate orders, and to engage on large platforms such as our community and social media pages.

- **Phishing and Spam:** any attempt to publish or send malicious content with intent to compromise another member's account or computer environment is strictly prohibited. We encourage you to respect the privacy of our members avoid contacting them without their consent for commercial purposes.

- **Privacy and Identity:** You may not publish or post other people's private and confidential information. Any exchange of personal information required for the completion of a service must be provided in our application. Sellers confirm that whatever information they received from the buyer, which is not public domain, shall not be used for any purpose whatsoever other than for the delivery of work to the buyer. Any user who engages and communicates off Uriji will not be protected by our Terms of Service.

- **Intellectual Property Claims:** Uriji responds to clear and complete notices of alleged copyright or trademark infringement, and/or violation of third party's terms of service.

- **Fraud / Unlawful Use:** You may not use Uriji for any unlawful purposes or to conduct illegal activities.

### **Abuse and Spam**

- **Target Abuse:** We do not tolerate users who engage in targeted abuse or harassment towards other users on Uriji.

- **Selling Accounts:** You may not buy or sell any Uriji accounts.

### **General Conditions**

- Uriji reserves the right to suspend or permanently disable accounts due to breach of these Service Terms and Conditions or due to any illegal or inappropriate use of the Site services.
- The violation of Uriji Jami's Service Terms and Conditions may disable your account permanently.
- Users with disabled accounts will not be able to sell or buy on Uriji.
- Users who have violated our Service Terms and Conditions and had their account disabled may contact our Customer Support team for more information related to the violation and status of the account.
- Users must be able to verify their account ownership through Customer Support by providing the relevant documents.
- Claims must be handled through Uriji's claim solving tools.
- Uriji may make changes to the Service Terms and Conditions from time to time. When these changes are made, Uriji will make a new copy of the Service Terms and Conditions available on this page.
- You understand and agree that if you use Uriji after the date on which the Service Terms and Conditions have changed, Uriji will treat your use as acceptance of the updated Terms of Service.
- Uriji grants (not sell) use the Site only under these Terms and Conditions.

### **User Generated Content**

User Generated Content refers to content added by users as opposed to content created by the site. All content uploaded to Uriji by users (buyers and



sellers) is User Generated Content. Uriji does not review the content that the user uploads or creates to determine whether it is appropriate or infringe copyright, trademark or other. We invite everyone to report violations involving lack of proof of ownership as appropriate. The reported content may be removed or disabled.

Furthermore, Uriji is not responsible for the content, quality or the level of service provided by the sellers. No warranty regarding the content, delivery and any communication between buyers and sellers is offered.

By offering a service, the seller undertakes that he/she has sufficient permissions, rights and/or licenses to provide, sell or resell the service offered on Uriji. Sellers who promote their content must comply with the laws and conditions of service advertising platform or the relevant website that is used as an advertising medium. Failing to do so, may result in the possible removal or suspension of the seller's account.

### **Ownership**

Unless clearly stated otherwise on the page or content description of the seller, to deliver the content, provided you have made the payment, the buyer acquires all intellectual property rights, including but not limited, the Seller copyright on the work delivered and the Seller waives any and all moral rights to such work. The delivered work shall be considered work-for-hire under the U.S. Copyright Act. In the event the delivered work does not meet the requirements of work-for-hire or when US Copyright Act does not apply, the seller expressly agrees to assign to buyer the copyright in the delivered work. All transfer and assignment of intellectual property to the buyer shall be subject to full payment for the content and the delivery may not be used if payment is cancelled for any reason.

Sellers further confirm that whatever information they receive from the buyer, which is not public domain, shall be kept confidential and shall not be shared or used for any purpose whatsoever other than for the delivery of the ordered work to the buyer.

Furthermore, users (both buyers and sellers) agree that unless they explicitly indicate otherwise, the content users voluntarily create/upload to Uriji, including texts, photos, videos, usernames, user photos, user videos and any other information, including the display of delivered work, may be used by Uriji for marketing and/or other purposes.

### **Disclaimer**

Use of the Site, Content and all services or items obtained through it is your responsibility.

The Site, Content and all services or items that are obtained through the application are offered as they are according to specifications and availability, without warranty of any kind, either expressed or implied.

Neither Uriji, nor any other person associated with Uriji guaranties or makes any statements regarding the integrity, security, reliability, quality, accuracy or availability of the website.

### **Limitation of Liability**

Uriji Jami, its affiliates, agents, employees, partners, founders and directors shall not be liable in any case within legal limits of damages, lost profits or consequential damages or special damages, direct or indirect, including but not limited and without limitation, damages for impossibility of transmitting or receiving data, business losses, among others. Uriji Jami's full responsibility for damages shall not exceed in any circumstances the amount of one hundred U.S. dollars (100 USD). The previously mentioned limitations will be applied even if the repair fails its essential purpose.

### **Applicable Language**

These Terms constitute the entire agreement between you and Uriji regarding the software and may only be modified by written agreement signed by Uriji. Translations of this document are given in order to meet the demands of local users and, in the event of a dispute between the English version and any of the versions in other languages, the first one will always prevail, to the extent that it is not contrary to local law in your jurisdiction.