

MakolaStores Policies

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1.1 Anti-Counterfeit Policy

Contents

1. About this Policy: purpose; scope; and application
2. What is a counterfeit product?
3. How does MakolaStores detect counterfeit products?
4. How can you ensure that you do not list a counterfeit product?
5. What are the consequences of violation of this Policy?
6. Further information

About the Anti-Counterfeit Policy

A. Purpose

MakolaStores strives to ensure that its buyers can always shop in our stores with trust and confidence. We also respect and uphold the intellectual property rights of brand owners and product manufacturers, and endeavor to maintain fair competition on our marketplace.

The purpose of this Policy is to ensure that we seek to protect our buyers and genuine vendors from the sale of counterfeit products on MakolaStores.

Adherence to this Policy is key to maintaining trust and to the reputation of MakolaStores and its sellers.

B. Scope

This Policy sets out:

- how vendors may identify counterfeit products and remove them from sale;
- the information that MakolaStores may expect from vendors in order to establish the authenticity of their products;
- how MakolaStores actively seeks out and removes counterfeit products from sale; and
- the consequences of violation of this Policy.

Application

This Policy applies to all vendors on the MakolaStores

2 What is a counterfeit product?

Counterfeit products (also known as "fakes") are unauthorized replicas of the real product. They are often produced with the intent to take advantage of the superior value of the imitated product, infringing the intellectual property rights (which may include patents, copyright and/or trademarks) of the owner of the imitated product, and preventing them from earning recognition or financial benefit from what they invent or create.

In addition to replicas, the following are also counterfeit products:

- replica brands with marginal differences from the original e.g., altered spelling of brand names; and
- original products bearing brand logos of another brand;

The sale of counterfeit products on Jumia is strictly prohibited, and is a breach of this Policy and the law.

3 How can you ensure that you do not list a counterfeit product?

It is the responsibility of each vendor to responsibly source and sell authentic products only.

Vendors can ensure that they do not list counterfeited products by purchasing and re-selling stock from authorized distributors only.

We encourage vendors to avail themselves of online resources available from premium brands for detecting, and reporting counterfeits. If in doubt about the authenticity of your products, do not list them on MakolaStores, and contact the brand.

4 How does MakolaStores detect counterfeit products?

MakolaStores is continuously innovating and working with brand owners to improve the ways we detect counterfeit products and prevent them from reaching our buyers.

- **Product creation and content updates:** When vendors create new product listings, or edit existing listings, the listings are subject to approval by MakolaStores before they are published on the website. Vendors will receive notification of all counterfeit products that are blocked.

- **Physical inspection:** We conduct random physical inspection of products in our warehouses, as well as more targeted inspections in respect of high-risk products and sellers with high rates of return. We can therefore detect practices such as the listing authentic products and delivery of fakes, and the listing of fake products under alternative brand names.
- **Requests for evidence of authenticity:** We may request that you provide official documentation (e.g., letters of appointment and invoices) by way of evidence of the authenticity of your products. You may redact pricing and any commercially sensitive information from these documents.
- **Reporting of inauthentic Products** We encourage all buyers, brands and manufacturers who have product authenticity concerns to notify us. We will promptly investigate and take appropriate action to protect buyers, other sellers, and rights holders.

5. What are the consequences of violation of this Policy?

If a vendor supplies counterfeited products, in violation this Policy and the law, MakolaStores shall delist the products from sales and apply the appropriate financial penalties, as provided by the Penalty Policy.

MakolaStores may also, in its discretion, take further corrective action, which may include, without limitation, the following:

- suspending or terminating the vendor's store on MakolaStores;
- withholding payments to the vendor;
- destroying the stock without reimbursement to the vendor and at the vendor's cost;
- delivering the stock to the relevant law enforcement authority, without reimbursement to the vendor and at the vendor's cost; and/or
- commencing legal action against the vendor (the sale of counterfeit products may also lead to criminal prosecution).

6. Further information

If you are a vendor and you have any questions about this Policy, please raise a claim with our Vendor Support Team.

1.2 Content & Image Guidelines

Contents

1. About these Guidelines: purpose; scope and application
2. Product description guidelines
3. General content guidelines and blacklisted words
4. Image guidelines
5. Third party rights
6. Further information

Appendix 1- Screen shot of product page depicting product content guidelines Appendix 2 - Required views for different product categories

1. About these Guidelines 1.1. Purpose

MakolaStores strives to continuously improve the consumer experience on MakolaStores marketplace. The quality and standard of the content and images on the marketplace is key to the consumer experience.

These Guidelines aim to ensure that all product listings on the MakolaStores marketplace meet with the standards that our buyers deserve.

1.2. Scope

These Guidelines cover all content and images, including product descriptions and photographs on our marketplace. They cover:

- the information required to be provided in respect of all listed products;
- our rules on content, including blacklisted words that may not be included in any product pages; and
- our image requirements, including for specific product categories.

1.3. Application

These Guidelines apply to all content and images posted by vendors on the MakolaStores marketplace.

2. Product description guidelines

Every product page on the MakolaStores marketplace must contain clear, accurate and complete information regarding the listed product. We therefore require each product page to contain all of the following:

- Brand name e.g., Samsung, iPhone

- Product category and sub-categories at every level as provided by the dropdown menus in Seller Center e.g.

Computing>Laptops> Laptop Accessories Fashion>Women fashion>Shoes
Home & Office>Small & Cooking Appliances>Small Appliances>Kettles

- Product name in the following format: item name/item feature or detail/spec or color e.g.

Fashion:

Bodycon Dress with Ruched Sleeve - Red BodyCon short Sleeve Mini Dress - Black

Phones:

iPhone XR - 64GB - Black

- Product attributes as provided by the dropdown menu in Vendor Center e.g., Color; material; weight; gender
RAM, ROM, screen size, processor type etc.

- Product descriptions in paragraph form, and including a detailed description of all product features and attributes. A further list of specifications may be included for computers, phones and household appliances.

- Product highlights or unique selling points entered into the key feature text box.

- List of all items included with the main product e.g., manual, remote control, USB cable.

- Price in local currency.

- Warranty information for all appliances, electronics and mobile phones; and in respect of other products if available.

3. General content guidelines and blacklisted words

MakolaStores upholds the highest standards of good taste and decency. We therefore prohibit from our marketplace content that is:

- offensive, obscene, indecent, pornographic, lewd, suggestive or sexually explicit;
- depicts violence in an explicit, graphic or gratuitous manner;
- blasphemous or in breach of racial or religious hatred or discrimination legislation;
- deceptive, fraudulent, threatening, abusive, harassing, anti-social, menacing, hateful, discriminatory or inflammatory; or
- likely to cause annoyance, inconvenience or needless anxiety to any person.

This means that product names, descriptions or features that include words that offend these principles will be

blocked.

4. Image guidelines

Every product page on the MakolaStores marketplace must contain clear, accurate and complete images of the listed product. We therefore require each product page to contain images that meet with the specifications below.

Images of products on the MakolaStores marketplace MUST:

- accurately depict the actual product listed;
- be clear and sharp and have a minimum resolution of 500 x 500 pixels and a maximum resolution of 2000 x 2000 pixels; and
- depict the product from different views/angles (a minimum of three different images) in order to convey all features of the product. Examples of the required views for different categories of products are included.

Images of products on the MakolaStores marketplace MUST NOT:

- be stretched or squashed;
- be obscured by watermarks or text which, if included, must be kept to an absolute minimum; or
- be used without the authorization or license of the copyright owner e.g. screenshots from third party websites.

6. Third-party rights

MakolaStores respects and upholds the intellectual property rights of third parties including brand owners and celebrities who may endorse products.

We, therefore, prohibit the use of images of, or references to, celebrities or brands who have not endorsed the relevant products and provided the appropriate authorizations.

Products may not be shot with other branded props or images of celebrities, which may mislead the buyer into thinking they are purchasing a different brand or that the product has been endorsed.

7. Further information

If you are a vendor and you have any questions about these Guidelines, please contact our seller support

Team.

Required views for different product categories

FASHION

SHOES

Shoes are required to have 5 views:

- Hero view (of the right shoe),
- ◀ Front-facing profile view (of the right shoe),
- Back facing profile view (of the right shoe),
- ◀ Rearview (of the right shoe) and
- An aerial shot (of the pair).

The views should show both sides of the shoes and capture logo or finishing details. The aerial shot of the shoe should display the shoe inner (which may include logo and sizing details)

See an example of what shoe images should look like below:

CLOTHING

Clothing products may be shot on a model or on a mannequin. If you shoot on a mannequin, you should edit using the ghost-mannequin technique.

There are 3 main product views for mannequin shots:

- **Front View:** This shows how the product looks from the front
- **Back View:** This shows how the product looks from the back
- **Detail shot:** This captures details of the product like embellishment, print, fabric etc.

Delivery Guidelines

Contents

1. About these Guidelines: purpose; scope; and application
2. How to deliver your products to MakolaStores
3. Return to vendor or forfeiture of inventory
4. The consequences of violation of these Guidelines
5. Further information

1. About the Delivery Guidelines

1.1. Purpose

The purpose of these Guidelines is to provide information to MakolaStores vendors on delivery to MakolaStores of products sold to buyers on the MakolaStores marketplace.

1.2. Scope

These Guidelines cover:

- how to deliver products to MakolaStores for drop shipping i.e., vendor's fulfillment of orders for onward delivery to buyers by MakolaStores;
- when MakolaStores may return products to the vendor; and
- when the vendor's products may be forfeited.

1.3. Application

These Guidelines apply to delivery of products to MakolaStores for drop shipping only.

Where the seller has subscribed to MakolaPrime, the MakolaPrime Guidelines shall apply.

2. How to deliver your products to MakolaStores

The process for drop shipping to MakolaStores is set out below.

Confirming orders

Once the order is confirmed:

- it will appear in Vendor Center as a pending order; and

- the vendor shall prepare the product for shipping and mark the order as "ready to ship" within period specified on Vendor Centre.

Fulfilling orders

After marking the order as "ready to ship" the vendor shall:

- print the buyer payment receipt and put it inside the package; and
- download the shipping label from Seller Centre and attach to the outside of the package. Only Jumia shipping labels may be used, and the label must not be covered or obscured. incorrect labelling will result in delay or cancellation.

Hand over to MakolaStores

- The seller may either drop *off* their products at the designated location or, if they have opted for pickup as a value-added service, MakolaStores shall arrange collection from vendor's location.
- The seller will receive a handover receipt for products collected by MakolaStores, which will be the proof of handover.
- Upon delivery/collection, MakolaStores shall inspect products and packaging as may be required by MakolaStores quality control process.
- MakolaStores reserves the right to reject products (refuse receipt) if: it deems them to be non-compliant in respect of quantity, quality, specifications or packaging; or products are counterfeit (in which case the seller will be managed in accordance with the MakolaStores 's Anti-Counterfeit Policy). Such non-compliance may result in a penalty for the seller in accordance with the terms of the Vendor Penalty Policy.

Distribution and delivery of products to buyers

- MakolaStores takes responsibility for delivery of orders to buyers and shall return all failed deliveries to the Vendor within the agreed period.
- MakolaStores 's "Vendor Promise", available on the website, provides that, after handover to MakolaStores, the vendor shall receive either: payment for the item if it is delivered to the buyer or lost by MakolaStores; the item back within a specified number of days if MakolaStores fails to deliver or if the item is returned by the buyer.

3. Return to vendor or forfeiture of inventory

3.1. Return to Vendor

MakolaStores may return items to the vendor at any time and for any reason, including:

- damage, defect or expiry i.e. products not in sellable condition;
- failed delivery to buyer; or

- buyer returns.

Delivery to vendor location may be available as a value-added service; please check with your Vendor Support Center.

MakolaStores shall notify vendors of items available for collection by sending an email to their primary email address as recorded in Vendor Centre. Such email shall list the items for collection and state the location and duration for which they will be available for collection.

Returned items shall remain available for collection at the drop *off* point for 7 days. Collection shall be by an authorized individual with a password as per the picker process.

Once the collection window has lapsed, the items shall be moved from the drop *off* point to MakolaStores 's central hub for collection within the further window of time set out in section 3.3 below and MakolaStores shall, in its discretion, either:

- cease to accept new deliveries from the seller; and/or charge the seller in respect of costs of storage of the items.

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3.2. Return of damaged items

The vendor shall have the opportunity to inspect all returned items at the point of collection, in the presence of MakolaStores personnel. In the event of any damage to the items, the seller may submit a claim to MakolaStores.

In order to submit a claim in respect of alleged damage to items, the seller shall be required to:

- photograph items at the point of collection;
- collect such items; and
- submit a claim via vendor Centre within 48 hours of collection.

Failure to collect the items or otherwise strictly adhere to the claims process set out above shall render the claim invalid.

MakolaStores compensation to the vendor in respect of damaged items shall be determined, in MakolaStores's discretion, by the level of damage (e.g., damage to packaging only will result in partial refund only) and shall be no more than the cost price of the items.

3.3. Forfeiture of inventory

Forfeiture of inventory refers to transfer of title in respect of the products from the vendor to MakolaStores or to a third party nominated by MakolaStores e.g., a charity, at *no* cost, free and clear of any liens, claims, security interests or other encumbrances.

Specific items shall be forfeited in the event that the vendor requests forfeiture, or will take place automatically in the following circumstances:

- the vendor fails to collect items from the notified location within the pre-determined forfeiture window;
- the item creates a safety, health or liability risk; or
- the vendor has engaged in fraudulent or illegal activity.

MakolaStores may dispose of forfeited items in any manner that it determines appropriate e.g., by sale, donation, recycling or destruction.

The forfeiture windows for each market are listed in the table below. They are inclusive of the 7-day period during which the items are available for collection at the original drop off point.

Any proceeds of forfeiture shall be deemed to cover MakolaStores costs.

4. The consequences of violation of these Guidelines

Failure to comply with these Guidelines may result in MakolaStores taking one or more of the following actions:

- refusing receipt of the products;
- returning the products to the vendor; and/or
- applying a financial penalty as provided for by the Vendor Penalty Policy.

5. Further information

If you are a vendor and you have any questions about this Policy, please contact our Vendor Support Team.

Data Privacy Policy

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3. How to manage personal data: the key principles of personal data protection
4. Privacy impact assessments: what are they and when do you need one?
5. Record keeping
6. How does MakolaStores manage data privacy breaches?
7. What are the consequences of violation of this Policy?
8. Further information

1. About this Policy

1.1. Purpose

In the course of our business, MakolaStores collects, handles and stores personal data of our customers, employees, vendors, suppliers, contractors and other individuals ("**Data Subjects**"). This information is a valuable and sensitive asset, that must be managed respectfully, and in accordance with all applicable local and international laws.

This Policy explains how any personal information which we process (or others process on our behalf) must be used in accordance with the law, and for MakolaStores legitimate business purposes only.

1.2. Scope

This Policy covers:

- all personal data held by or on behalf of MakolaStores, regardless of the media on which that data is stored, or of which individuals own that personal data; and
- all processing of such personal data, including all collection, recording, organization, storage use, disclosure, transfer, deletion and any other handling of personal data.

13. Application

This Policy applies to all MakolaStores employees; and to MakolaStores vendors, suppliers, contractors and other third parties responsible for processing personal data for or on behalf of MakolaStores, referred to in this Policy as our "**Partners**".

We expect all Partners to maintain our standards of data privacy, as set out in this Policy.

2. What is personal data?

Personal data is any information relating to an identified or identifiable person, including: name; address; date or place of birth; photographs or videos (including CCTV footage); contact details (e.g. telephone number, email address); national identifiers (e.g. ID numbers); professional status (e.g. job title, employer); location; online identifiers (e.g. IP addresses); and personal preferences (e.g. shopping and browsing habits), among numerous other types of personal data. An identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his/her physical, mental, economic, cultural or social identity.

Sensitive personal data or special category personal data contains information relating to a person's race or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic data, biometric data, health and sexual life or orientation.

3. How to manage personal data: the key principles of personal data protection

MakolaStores adheres to the highest personal data protection standards which require personal data to be processed in accordance with the principles set out below.

3.1. Lawfulness and fairness

Personal data must be processed fairly and lawfully.

MakolaStores shall only process personal data if so required to comply with applicable laws (e.g., for the purpose of employee tax deductions) or if it has received affirmative consent i.e., the Data Subject must make a positive statement or tick a box by way of consent.

Processing of personal data in reliance on any other legal basis, and without consent of the Data Subject, requires express written approval from the MakolaStores General Counsel, and is otherwise strictly prohibited.

Processing of sensitive data requires express written approval from the MakolaStores General Counsel, and is otherwise strictly prohibited.

3.2. Transparency

Personal data must be processed in a transparent manner.

MakolaStores ensures that Data Subjects are duly informed before they disclose their personal data, by a clear and comprehensive privacy notice.

3.3. Purpose Limitation and Data Minimisation

Personal data must be collected only for specified, explicit and legitimate purposes. Data collected must be adequate, relevant and limited to what is necessary for the identified purpose.

Collecting personal data that the business does not require for a specified purpose exposes MakolaStores to unnecessary legal risks.

3.4. Accuracy

Personal data must be accurate and kept up to date where necessary. MakolaStores endeavors to maintain the accuracy of our records through:

- self-service systems e.g., our Vendor Centre enables vendors to update their details periodically;
- regular verification exercises; and
- by providing information to individuals so they know who to contact if their details change.

3.5. Data Subject's rights and requests

Data Subjects are entitled to exercise various rights with respect to their own personal data, including but not limited to the following:

- withdrawing consent to processing of their personal data;
- requesting access to their personal data; and
- requesting erasure of their personal data in certain circumstances.

MakolaStores Data Subject Rights Handling Guidance sets out processes for managing and responding to Data Subject requests, including mechanisms for communicating with Partners who may hold the relevant personal data in order to execute such responses.

3.4. Storage limitation

Personal data must not be kept for any longer than is necessary. MakolaStores requires personal data to be anonymized or destroyed once the purpose for retaining that data, or the relevant time in the Document Retention Policy, has expired.

3.7. Security, integrity and confidentiality

Personal data must be processed in a manner which ensures its security using appropriate technical and organizational measures to protect against accidental loss, destruction or damage.

Security measures should be proportionate to the level of confidentiality and sensitivity of the personal data.

It is MakolaStores goal to ensure security of personal data by:

- anonymizing or pseudonymizing personal data wherever this is possible without compromising the purpose;
- putting in place appropriate contractual arrangements to ensure an appropriate level of protection for personal data when it is shared with a third party; and
- carrying out due diligence, as part of the supplier onboarding process, to verify that any third-party suppliers who hold or have access to personal data on our behalf, meet our data protection standards.

3.8. Transfer limitation

Personal data must not be transferred across borders without the appropriate safeguards and consents being in place.

MakolaStores maintains a record of all personal data transfers and requires you to inform and obtain approval from the MakolaStores General Counsel in respect of any personal data that is transferred across borders.

4. Privacy Impact Assessments: what are they and when do you need one?

Privacy impact Assessments are a tool which allow you to identify, assess and mitigate privacy risks. They can also help you to design more efficient and effective processes for handling personal data.

MakolaStores requires a Privacy impact Assessment to be completed where the activity falls outside MakolaStores existing data map e.g., transferring data to a new supplier or collecting a new category of data.

5. Record keeping

MakolaStores maintains a full and accurate data map of all personal data processing

activities and data flows, including details of records of Data Subjects consents and the procedures for obtaining consents.

We expect our Partners to maintain detailed data maps in respect of all personal data that they process on behalf of MakolaStores, and to make this information available to MakolaStores.

6. How does MakolaStores manage data privacy breaches?

MakolaStores has in place procedures to deal with any suspected personal data breach and will notify affected individuals and applicable regulators where legally required to do so.

If you know or suspect that a personal data breach has occurred, immediately contact ComplianceAlert@MakolaStores.com .

7. What are the consequences of violation of this Policy?

Failure to comply with this Policy is a serious compliance breach.

Non-compliance is a disciplinary matter for employees. If you are a contractor, vendor or supplier, it may constitute a breach of your contract with MakolaStores and we may review, and/or terminate, your assignment with us.

8. Further information

The following documents contain further helpful information on how MakolaStores manages personal data:

- MakolaStores Privacy Impact Assessments Template and Guidance
- MakolaStores Online Privacy & Cookie Notice
- MakolaStores Document Retention Policy
- MakolaStores Data Subject Rights Handling Guidance

If you are an employee of MakolaStores and you have any questions about this Policy, or require approval of the General Counsel, please contact the lawyer responsible for your market.

If you are a Partner of MakolaStores and you have any questions about this Policy or you require any approvals, please contact your MakolaStores relationship manager.

If you know or suspect that a personal data breach has occurred, immediately contact ComplianceAlert@MakolaStores.com .

MakolaPrime Guidelines

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4. Who is eligible for MakolaPrime?
5. The MakolaPrime process
6. Risk and title in the products
7. The fees for the services
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10. Further information

Appendix 1-Ageing and coverage matrices

Appendix 2 - Forfeiture windows

1. Introduction

These MakolaPrime Guidelines set out the terms on which MakolaStores provides its MakolaPrime service to vendors on the MakolaStores marketplace including eligibility criteria, processes, fees, and the rights and obligations of MakolaStores and the vendor in delivering and receiving the MakolaPrime service.

MakolaPrime is a value-added service under the Terms and Conditions of use of the Marketplace that vendors agree to when they are first onboarded.

These Guidelines are subject to and governed by the Terms and Conditions of use of the Marketplace.

2. What is MakolaPrime?

MakolaPrime is a service that MakolaStores offers to approved vendors for:

- storing their inventory in a MakolaStores warehouse pending confirmation of a valid order by a buyer;
- picking, packing and delivering orders to customers; and
- handling customer returns.

3. What are the benefits of MakolaPrime?

Fulfillment of orders through MakolaPrime enables and empowers vendors to:

- grow their business by taking away the burden of order fulfilment so that vendors may focus on sales and marketing;
- scale operations flexibly and without new investment in warehouse space and headcount; and
- delight customers with world class customer service.

4. Who is eligible for MakolaPrime?

Participation in MakolaPrime is by application only and at MakolaStores discretion. Vendors with a vendor score of greater than 2.5 are eligible for MakolaPrime in respect of fast-selling products only i.e., SKUs which sell at a rate of > 1 valid item per day.

Vendors can apply via Vendor Centre and, if accepted, shall receive email confirmation of acceptance.

5. The MakolaPrime process

5.1. Fulfillment creation and approval

Fulfillment creation

Vendors may create a MakolaPrime fulfillment request via Seller Centre. When creating requests, vendors are expected to comply with the following target coverage levels (as defined at section 5.3) for each fulfilment request.

- Local sellers -> 21 days coverage

Fulfillment approval

MakolaStores will notify the vendor of fulfilment approval via Vendor Centre.

MakolaStores operates distinct ageing and coverage matrices in respect of general merchandise and fashion; and local and global vendors, as set out at **Appendix**

1. Aging and coverage will determine the following actions to be taken on inventory:

- no action (green): healthy, fast-moving inventory;
- discount (yellow): product is not selling as expected, and is ageing. vendor must take immediate action to increase product sales e.g., discount, marketing campaign; or
- return to vendor (red): product is aged and without sales. MakolaStores will remove all items in the SKU from the warehouse and return them to the vendor via the inventory retrieval process, outlined at section 8 below.

Expired inventory

Inventory subject to a "shelf-life" will be returned to the seller in accordance with MakolaStores expiration rules via the inventory retrieval process outlined at section 8 below.

Inventory storage and visibility

MakolaStores will provide storage services after receipt via the delivery receipt.

MakolaStores will keep electronic records that track inventory and vendors may track the status of their inventory via the "Manage Products" feature in Vendor Centre.

MakolaStores will also send to vendors a weekly MakolaPrime Inventory Visibility Report, which reconciles items inbounded vs. their current status at both PO and SKU levels.

The Inventory Visibility Report shall be sent to the vendor's primary email address registered within Vendor Centre.

S.4. Shipping

MakolaStores will ship the vendor's products to the shipping addresses included in valid customer orders. MakolaStores may ship items together with products purchased from MakolaStores and/or other vendors.

S.5. Customer returns

MakolaStores will receive and process customer returns in accordance with the terms of the Customer Returns Policy. All items that are properly returned will be placed back into MakolaPrime inventory.

MakolaStores may fulfil customer orders from the seller's MakolaPrime inventory with any items returned to MakolaStores.

Any returned items that MakolaStores determines to be defective or unsuitable for re-sale will, at the vendor's direction, be either returned to the seller or disposed of.

6. Risk and title in the products

Ownership of inventory remains with the vendor, and MakolaStores acts purely as a consignee of the inventory. Title passes from the vendor to the buyer upon delivery to the buyer.

Items which are consigned to MakolaStores whilst defective, as determined by the quality control process, shall be the sole responsibility of the vendor.

MakolaStores shall be responsible for any damage or loss to products whilst consigned to MakolaStores or during the fulfillment process.

7. The fee for the services

The fee for MakolaPrime is a fee per day, which covers all of the following:

- storage of products at MakolaStores warehouse;
- increased visibility for products on MakolaStores; and
- picking and packing of products prior to shipping.

The fee for MakolaPrime is in addition to all other fees chargeable pursuant to the Terms and Conditions of use of the Marketplace, including the vendor shipping contribution and the commission.

In the event of returns from MakolaStores to the vendor as provided at section 8 below, an additional inventory retrieval fee is charged, based on the size and volume of returns. MakolaStores shall publish fees in Vendor Centre from time to time.

MakolaStores will deduct the fees directly from proceeds of sale of the items credited to the vendor's account, before such sums are remitted to the vendor.

8. *Inventory retrieval*

The vendor may request return of its inventory, via Vendor Centre, at any time and for any reason.

MakolaStores may also return any inventory to the vendor, at any time and for any reason, including:

- aged or expired inventory;
- damage or defect i.e., items no longer in sellable condition;
- inventory not live i.e. items in warehouse but not listed on marketplace; or
- termination of the MakolaPrime Vendor service.

MakolaStores shall notify vendors of items available for collection by sending an email to their primary email address as recorded in Vendor Centre. Such email shall list the items for collection and state the location and duration for which they will be available for collection.

Returned items shall remain available for collection within the window set out in **Appendix 2**. Once the relevant window has lapsed, the items shall be deemed immediately forfeited as further particularized at section 9 below.

The vendor shall have the opportunity to inspect all returned items at the point of collection, in the presence of MakolaStores personnel, and to photograph any damaged

items at the point of collection. The vendor may then submit a claim in respect of such items via vendor Centre.

9. *Forfeiture of inventory*

Forfeiture of inventory refers to transfer of title in respect of the products from the seller to MakolaStores or to a third party nominated by MakolaStores e.g., a charity, at no cost, free and clear of any liens, claims, security interests or other encumbrances.

Specific items shall be forfeited in the event that the vendor requests forfeiture, or will take place automatically in the following circumstances:

- the vendor fails to collect items from the notified location within the pre-determined forfeiture window;
- the item creates a safety, health or liability risk;
- the seller has engaged in fraudulent or illegal activity; or

MakolaStores may dispose of forfeited items in any manner that it determines appropriate

Partner Code of Conduct

Building a strong partnership

MakolaStores is the leading pan-African e-commerce platform, present in multiple countries across Africa

Our mission is to improve the quality of everyday life in Africa, by leveraging technology to deliver innovative, convenient and affordable online services to consumers, and helping businesses grow as they use Jumia's platform to better reach and serve consumers.

Opportunity comes with responsibility and, at MakolaStores, we are fully aware of the responsibility we bear towards our customers, employees, communities and shareholders, to achieve our mission in an ethical and sustainable manner.

We rely on all partners we work with, including our suppliers, contractors and consultants (together our "Partners") to achieve our mission. When we choose to work with you, we expect you to share our commitment to the highest standards of ethical conduct, good citizenship and sustainable behavior. By working together on issues ranging from business ethics and integrity; to human rights and labour standards; and health, safety and the environment, we believe that we can have a positive impact on people and communities, as we work towards our mission.

Please read this Partner Code of Conduct as a guide to the shared principles that will help us to build a strong partnership.

Business ethics and integrity

We abide by and uphold the letter and the spirit of the law in all that we do, and we believe in succeeding through honest competition. We seek to demonstrate the highest standards of Integrity and ethical business conduct.

We expect that our Partners will abide by all applicable laws and regulations, and take all reasonable measures to play a part in combating Illegal activity, including bribery and corruption, money laundering, tax evasion and other forms of fraud.

Bribery and corruption

The OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions prohibits the use of bribery or corruption in order to obtain or retain business or other improper advantage in the conduct of international business, and antibribery and corruption laws prevail across the countries in which we operate.

MakolaStores takes a zero-tolerance approach to any level of bribery or corruption. Any bribes paid to government officials or private individuals by our Partners put us at significant legal and reputational risk.

We expect our Partners to:

- comply with all applicable antibribery and corruption laws, including the UK Bribery Act¹ and the US Foreign Corrupt Practices Act²;
- never seek to obtain advantage through offering, paying or funding anything of value; and
- immediately report to Jumia any concerns with regard to bribery or corruption by any MakolaStores employee or relating to MakolaStores business.

Conflicts of Interest

A conflict of interest can arise when a personal, family, financial or other interest impairs a Partner's ability to make the right decisions on behalf of MakolaStores, or gives them an unfair competitive advantage. The most common cases of conflict of interest occur in the course of procurement decisions, consulting activities, and the use of company resources.

MakolaStores actively monitors and investigates all conflict of interests and potential conflicts of interest, including requiring declarations of compliance from employees and Partners.

We expect our Partners to:

- at all times act in good faith towards MakolaStores;
- inform us if they are related to an employee of MakolaStores;

- be vigilant, and recognize and disclose conflict of interest situations or potential conflict of interest situations; and
- work with MakolaStores to ensure that appropriate action is taken in respect of any potential conflicts of interest. In many cases, simply disclosing the conflict will adequately address the risk.

Money laundering and trade controls

All companies, and in particular companies operating across borders, need to plan and protect against the risks of money laundering and exposure to trade sanctions that arise from the flow of funds. Criminals may seek to hide the proceeds of their illegal activity by "laundering" their dirty money through legitimate businesses.

MakolaStores maintains appropriate policies and procedures to protect against the risks of money laundering and trade sanctions, and will not facilitate or turn a blind eye to illegitimate business or transactions.

We expect our Partners to:

- have appropriate policies and procedures in place to detect and prevent money laundering;
- comply with trade sanctions and restrictions applied against certain states by the international community, including the United Nations, the European Union and the United States; and
- immediately report to MakolaStores any concerns with regard to money laundering and trade sanctions in connection with Jumia's business.

Tax evasion

Tax evasion is the illegal practice of not paying taxes, either by failing to report income, falsely reporting expenses, or failing to pay taxes due. Tax evasion and facilitating tax evasion are criminal offences. MakolaStores recognizes its legal and ethical obligations to pay taxes.

We expect our Partners to:

- maintain financial records and reports of transactions as required by applicable laws;
- have in place all other procedures necessary to ensure tax (including customs) compliance; and
- immediately report to MakolaStores any concerns regarding tax compliance in connection with MakolaStores business.

Human rights and labour standards

Our mission is to improve the quality of everyday life in Africa, and as part of this we are committed to respecting, promoting and protecting the rights of all people whose lives we touch.

We expect our Partners to follow the guiding principles and commitments of the United Nations³ and the International Labour Organization (ILO)⁴ on safeguarding of human rights and labour standards.

Child labour

All children have a right to access education and we strictly prohibit the employment of young people below the legal working age, subject to exemptions permitted by the ILO or applicable national law. MakolaStores is committed to the safeguarding of children.

We expect our Partners:

- not to employ any person under the age of 15 and to adhere to all applicable laws and regulations governing the minimum working age; and
- to recognize the interests of young people under the age of 18, including by permitting them to access education and prohibiting employment at night or in hazardous conditions.

Forced labour

Forced labour is any work or service which people are forced to do against their will, under threat of punishment. In addition to being a criminal offence, the exaction of forced labour is a serious violation of fundamental human rights and labour rights. MakolaStores does not accept the use of forced labour in the delivery of our goods or services.

We expect that our Partners will NOT:

- use of any form of forced, bonded or involuntary labour, including compulsory overtime;
- engage in the practice of requiring workers to lodge "deposits" or identity papers with their employers; or
- impose illegal fines for termination of employment contracts.

Harassment and discrimination

Harassment and discrimination may be based upon a person's gender, race, religion, national origin, sexual orientation, disability or other protected characteristic. MakolaStores is committed to a

work environment free from harassment and discrimination, which enables people to achieve their full potential and helps our business to thrive.

We expect our Partners to:

- strictly prohibit workplace harassment, including any bullying, or threatening behavior be it physical, verbal or psychological; and
- treat employees fairly and not discriminate against employees in any aspect of employment.

Employees rights

Employment laws enshrine fundamental human rights, and are essential for the well-being and protection of employees, and the productivity of the workforce. MakolaStores respects and upholds the legal rights of all of its employees.

We expect our Partners to ensure that their employees:

- are properly paid in accordance with all applicable laws;
- are free to join or form trade unions, and are unrestricted in their right to freedom of association and collective bargaining in accordance with applicable laws and regulations; and
- are not expected to work excessive hours, in accordance with national laws, collective agreements and international labour standards. In any event, working hours, excluding overtime, shall be defined in the work contract, and overtime shall be voluntary and shall not exceed applicable legal limits.

Health, safety and the environment

Our responsibility to look after our environment extends beyond our immediate working environment to our planet, and we are committed to ensuring a safe and healthy environment not only for our employees today, but for future generations.

We expect our Partners to be committed to maintaining a safe working environment for their employees, and also to promote long term environmental sustainability.

Health and safety

Every worker has the right work in a safe environment, and return from work each day, unharmed. MakolaStores is committed to providing safe and secure offices, warehouses and workplaces for all its employees and contractors.

We expect our Partners to:

- meet all applicable health and safety laws and regulations;
- provide all their employees with a safe working environment, actively managing any industry specific hazards that may prevail in line with industry best practice; and
- provide employees with adequate first aid, fire safety equipment and exit facilities, and other emergency tools and procedures.

The environment

In a world of scarce natural resources, climate change and fragile habitats and biodiversity, businesses have a heavy responsibility to reduce their environmental impact. MakolaStores recognizes this responsibility and we rely on our Partners to help us to deliver sustainable growth.

We expect our Partners to:

- manage their environmental impact responsibly and in line with applicable laws and regulations:
- strive to use and encourage the development of environmentally friendly technologies, products, and services: and
- continuously act to reduce environmental impact, by identifying, assessing and managing environmental risks and impacts throughout their business operations.

Data Privacy And Information Security

MakolaStores information is a valuable and sensitive asset, that must be managed appropriately. Where we have been entrusted with personal data belonging to individuals in particular, we have a heightened responsibility to handle this Information respectfully, and in accordance with all applicable laws.

We expect our Partners to put in place appropriate measures to protect and manage our information in accordance with all applicable laws.

Personal Data

Data protection legislation across our markets provides for the personal data of individuals to be adequately protected. Furthermore, the European Union's General Data Protection Regulation ("GDPR")⁵ applies in respect of the personal data of individuals in the relevant European countries, wherever that information is held, worldwide.

MakolaStores handles personal data of consumers, suppliers and employees across the globe, who interact with our platforms and our business, in accordance all applicable laws (including GDPR) and the MakolaStores Data Privacy Policy.

We expect our Partners:

- to ensure that they obtain consent from individuals to use their personal data for specific purposes, or that there is another legitimate legal basis to handle personal information;
- We expect our Partners to handle sensitive personal data (including information relating to an individual's health, race, ethnic origin, political opinions. etc.) with particular care, and to avoid handling sensitive personal data unless strictly necessary and only in compliance with applicable law; and
- to understand and abide by all their obligations in respect all applicable of data protection laws, including GDPR.

Information security

If confidential business information (including personal data) is shared outside MakolaStores, it will harm us competitively, affect our financial results and damage our reputation.

MakolaStores maintains the appropriate digital and physical security measures required to keep our confidential information safe and secure.

We expect our Partners to:

- only disclose our confidential information if they have written authority from us to do so;
- have in place the policies and procedures necessary to keep our confidential
- information secure; and

- report any privacy or security breaches or vulnerabilities.

How are we doing?

MakolaStores supports its Partners to observe this Partner Code of Conduct, the other MakolaStores codes policies and guidelines, and all applicable laws.

We may audit (or engage a third-party to audit) compliance with this Partner Code of Conduct, and we expect all Partners to support our audits by providing us with such information, documentation and access to sites as we may require.

We also want to hear from you if you see or hear of any breaches or potential breaches of this Partner Code, in order that we may respond quickly and appropriately. Please report any concerns to regular Jumia business contract, or if you prefer you may contact ComplianceAlert@MakolaStores.com

MakolaStores takes all reports of breaches or potential breaches very seriously, and will not tolerate reprisals against any Partners who report their concerns in good faith.

For any questions or further information, please contact your regular MakolaStores business contact.

Packaging Guidelines

Contents

1. About these Guidelines: purpose; scope; and application
2. Types of packaging material
3. How to package products for delivery to MakolaStores
4. Illustrating best practice: examples of good and bad packaging
5. Understanding and avoiding the common causes of bad packaging
6. What are the consequences of violation of these Guidelines
7. Further information

1. About the Packaging Guidelines

1.1. Purpose

The purpose of these Guidelines is to provide information to MakolaStores vendors on packaging of products sold to buyers on the MakolaStores marketplace.

1.2. Scope

These Guidelines cover:









- the required packaging for different types of products;
- best practice packaging; and
- how to avoid bad packaging.

1.3. Application

These Guidelines apply to packaging of all products sold to buyers on the MakolaStores marketplace.

2. Types of packaging material

2.1. Internal packaging materials

Type	Description	Example
Cardboard Flute	Internal structure flute or channels provide resistance to avoid crushing and provides cushioning during handling and stowage. Corrugated sided flute is mainly used as interior packaging to separate and protect individual items. It is extremely flexible and can be shaped around the product to protect them from damage. It should be self-attached to the product, leaving the flat side visible outside.	
Plastic Bubble	Excellent for irregular forms due to its versatility. It is very light, shock resistant, and recommended for very fragile items. Bubbles must be attached to the product, leaving the smooth side outside.	
Polyfoam	It is very similar to plastic bubble with same characteristics but having less resistance to sharp objects	
Paper Craft	Serves to cover irregular surfaces, or thinly cover an area to avoid tears, and to hide valuable things from being visible thus decreasing the possibility of theft. It is recommended to wrap items with higher value, only if they are up to medium size and have a good container – an example is laptops.	
Paper Filler	Suitable for stuffing within boxes. Paper is pressed between items, thus immobilizing the items. It is one of the most ecological and economic fillings. It is useful against impact and crushing damages.	
Crushed Styrofoam / Peanut	Serves as stuffing within boxes, provides cushioning and immobilizes the items. It is more annoying for the customer to unpack this type of filler as the main problem is that upon impact peanuts tend to move. It is useful against crushing damages.	
Honeycomb	It is a card with low weight, without loss of consistency, a uniform strength throughout the surface, an appearance more robust, and better design to achieve thick surface. It absorbs shocks more efficiently, thus providing great protection.	
Air Cushion	Air cushion packaging is a dual material solution of a corrugated box and plastic film bag that is filled with air	

2.2. External packaging materials

Type	Description	Example
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Cartons	The structure prevents impact on the product, and protects against crushing. The cartons can bundle two or more items and also protect fragile containers. The boxes have two types - paperboard is used for light items and corrugated for heavy items.
Shrink Wrap	It is a plastic with high strength, elongation and adhesion which serves to hold in place packing material and put pressure on it. Though it does not protect against impact, but is very useful for maintaining two objects together and avoid wetting the product. The shrink wrap should be stretched by exerting pressure to fulfil its role.
Bubble-filled Fliers	It has barrier of air bubbles that makes it resistant to punctures, thus protecting delicate but ultralight items during shipments. It is recommended to preferably use it only as internal packing for lack of resistance to moisture.
MS Fliers	Protect items from moisture, but low resistance from crushing and impact.



2.3. Closures and safety stickers

Type	Description
Scotch Tape	It is generally used for closing cartons. It easily loses its stickiness when it comes in contact with sunlight, moisture. Thus, it can be easily taken off and replaced without keeping any mark.
Gorilla Tape	It has a component which, upon contact with water, produces a reaction that becomes a powerful adhesive to close cardboard boxes. The gummed paper is made from craft paper and glue plant has the advantage of being biodegradable and fully recyclable. Besides, after application, it becomes inviolable as the part must be broken. It also increases the strength of the box.
Fragile Sticker	They are ideal for closed cardboard packages requiring special treatment such as fragile glass material.
Heavy-item Sticker	They are used to indicate the handling requirement of the item so that it should be lifted properly.

Example



2. How to package products for delivery to MakolaStores

2.1. Packaging by product category

The table below sets out the different types of packaging materials required to be used in packaging different types of products.

Product category	Product sub-category	Type of packaging material
Clothes & Apparel	Men's clothing, Women's clothing	Flier
Underwear	Swimsuits, underwear	Flier with Bubble wrap
Fashion Accessories	Women's accessories, Men's accessories, Watches, Sunglasses	
Footwear	Men's shoes, Women's shoes	Flier with Bubble wrap OR Flier over Manufacturer box OR Jumia carton with fillers (Air cushion, Paper, Styrofoam)
Wallets & Purses	Women's accessories > Bags Formal bag, hand bags, clutches, sling bags	Flier with Bubble wrap
Bags	Women's accessories > Bags Formal bag, hand bags, clutches, sling bags	Flier with Bubble wrap
Jewelry	Women's accessories > Jewelry	Flier with Bubble wrap
Jewelry + Other items	Women's accessories > Jewelry	Jumia Carton with bubble wrap & Air fillers
Fragrances	Beauty & Perfumes > Men & Women's perfumes	Jumia Carton with bubble wrap and fillers (Air cushion, Paper, Styrofoam)
Books	Books & Stationery > Books	Flier
Stationery	Books & Stationery > Stationery	Jumia Carton with fillers (Air cushion, Paper, Styrofoam)
Baby	Kids and Baby > Baby, Baby care & safety, Baby feeding, Baby toddler toys, Sleeping & Nursery Strollers	Jumia Carton with fillers (Air cushion, Paper, Styrofoam) Manufacturer carton with Shrink wrap
Toys & games	Kids & Baby > Baby, Car & remote-control toys, Dolls, puzzles, educative toys, crafts, Sports games, outdoor toys, Kids laptops & tablets, Bricks, blocks & buildings, Action toy figures	Jumia Carton with fillers (Air cushion, Paper, Styrofoam)
Phones	Phones > Phones & accessories, Landline phones	Flier with Bubble wrap
Computers, laptops, tablets & components	Computing > Laptops, desktops & Monitors, Printers & Scanners, External HD, Flash drives, Adapters, Batteries, Chargers, Software	Jumia Carton with fillers (Air Cushion, Paper, Styrofoam) OR Manufacturer carton with Shrink wrap
Grocer's shop	Beverages, Tobacco, Food	Jumia Carton with fillers (Air cushion, Paper, Styrofoam) OR Manufacturer carton with Shrink wrap
Musical instruments	TV, Audio & Video, Musical instruments, Guitars, Drums & Percussion, Live & studio, Planos	Manufacturer package with Bubble wrap and Shrink wrap

3.3. General Dos and Don'ts

DO

- pack small and fragile items in bubble envelopes and protect them with soft cushioning around each item;
- use cardboard dividers between flat, fragile material such as glass bottles;
- ensure that goods face the right way, as some fragile goods must be kept upright;
- use cushioning materials to stabilize items in a box; each item should be surrounded by at least 5cm of cushioning;
- ensure that fragile stickers are applied on all sides of a package;
- remove all labels and stickers when reusing a box and ensure that the box is not worn out;
- ensure that packages are easy to open and reuse for returned items;
- use cardboard edge protectors to protect the edges and corners of large, bulky or heavy items; and
- use an arrow to indicate if an item (especially in heavy, large, bulky or heavy items) must be loaded on one side only.

DO NOT

- consider "fragile" and "handle with care" labels as a substitute for careful packaging
- use bags made of fabric or cloth;
- use substandard or damaged cartons;
- allow space for contents to move within the packed box or trailer;
- allow fragile items inside a package to contact each other; or
- overload a box with more weight than it can handle.

3.4. Rules for special categories

Large items must be packaged by:

- protecting edges and corners with cardboard edge protectors;
- only ever using strapping with edge protector;
- using strapping or strong tape to seal and secure the box;
- always using an arrow to indicate if an item must be loaded on one side only; and/or
- placing the package on a pallet if necessary.

Batteries and battery-operated products must:

- be protected by removing batteries from products and packaging separately; and
- only supplied as dry batteries (e.g., AA or AAA batteries) in good condition and in original sealed packaging.

Bicycles must be packaged by:

- disassembling wheels and pedals;
- using bubble wrap to protect pedals;
- securing wheels with thick bubble wrap and placing cardboard between them to prevent friction and damage;
- using thick bubble wrap to pack the bicycle frame;
- placing all components in a strong cardboard box; and
- using internal packaging or polystyrene foam to stabilize the contents so the bicycle does not move during handling and transport.

Books must be packaged by:

- wrapping heavy/hardback books in multiple layers of bubble wrap and sealing with sellotape; and
- stacking in a cardboard box using appropriate cushioning material (cardboard is fine) to ensure that there is no space and movement between items.

Ceramics must be packaged by:

- wrapping of each individual item, separately, in at least two layers of thick bubble wrap;
- placing each individually wrapped item in its own, separate, cardboard container;
- wrapping smaller boxed items again with bubble wrap and sealing with sellotape and placing into a larger, strong outer cardboard box filled with appropriate dunnage (air cushion or polystyrene chips) to eliminate movement;
- closing the outer container with multiple layers of strong tape; and
- placing a "fragile" label on all sides of the outer package.

Cutlery and sharp objects must be packaged by:

- covering sharp edges with cardboard;
- packing in a thick box; and
- packing in a further outer package with multiple layers of strong tape.

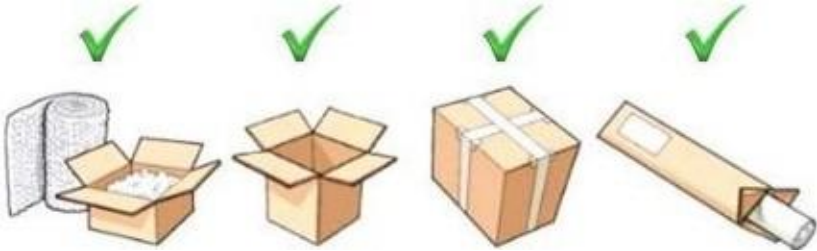
3.5. Quality health and safety

The guidelines in this section 3 represent best practice in respect of packaging of the categories of products identified.

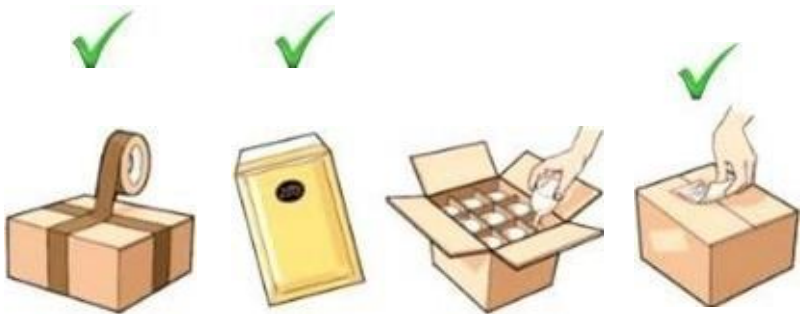
Particular products may however have additional/alternative packaging requirements, and Jumia expects sellers to exercise good judgment and apply best practice quality, health and safety principles to maintain the quality of packaging (and enclosed products).

4. illustrating best practice: examples of good and bad packaging

4.1. Visual of good packaging



USE QUALITY MATERIALS FOR CUSHIONING USE BOXES MADE OF CORRUGATED CARDBOARD USE STRAPPING TO SECURE THE BOX USE TRIANGULAR TUBES FOR ROLLED PAPER



USE STRAPPING TAPE TO SECURE THE BOX USE JIFFY BAGS FOR SMALL ITEMS USE DIVIDERS IF SENDING MULTIPLE ITEMS REMOVE ALL PAPER IF REUSING BOXES

4.2. Visual of bad packaging







DO NOT SEND ATTRACTIVE PACKAGING DO NOT USE WEAK OR DAMAGED BOXES DO NOT LABEL ITEMS AS FRAGILE INSTEAD OF CAREFULLY PACKING THEM



DO NOT USE CIRCULAR TUBES FOR ROLLED PAPER DO NOT ALLOW THE CONTENTS TO MOVE DO NOT SEND CLOTHES OR FABRIC BAGS DO NOT RESEND BOXES WITHOUT REMOVING LABELS

5. Understanding and avoiding the common causes of bad packaging

Vendors are required to test their packaging materials, storage and transportation, to ensure that they avoid the common causes of damage to products and packaging described in the table below.

Type	Description	Image
Impact	Occurs due to mishandling during transportation and handling of the product.	
Flattening	Occurs when a product is subject to more weight than it can endure. It can be due to a bad stowage or piling other heavy objects on the packaging.	
Humidity	Occurs when the product comes into contact with or other liquid or moisture, often resulting in fungi growth and weakening the strength of the packaging.	
Improper packing	Occurs when staples, shafts, damage the box rather than help protect it.	

5. What are the consequences of violation of these Guidelines?

Failure to comply with these Guidelines may result in Jumia taking one or more of the following actions:

- refusing receipt of the products;
- returning the products to the seller;
- repacking the products and invoicing the seller for the same; and/or
- applying a financial penalty as provided for by the Seller Penalty Policy.

6. Further information

If you are a seller and you have any questions about this Policy, please raise contact our Vendor Support Team.

Prohibited and Restricted Products Policy

Contents

1. About this Policy: purpose; scope; and application
2. What are prohibited and restricted products?
3. How does MakolaStores detect prohibited and restricted products?
4. What are the consequences of violation of this Policy?
5. Further information

1. About the Prohibited and Restricted Products Policy

1.1. Purpose

MakolaStores works hard to ensure that we keep our buyers' trust and protect them against the sale of unsafe, illegal and otherwise unlicensed products when they shop on our marketplace.

The purpose of this Prohibited and Restricted Products Policy is to support our sellers to work with us to ensure that there is no place for illegal products on MakolaStores.

1.2. Scope

Prohibited products are those products that may never be sold on MakolaStores due to illegality, whilst restricted products may only be sold if certain criteria are met.

This Policy sets out:

- products that are prohibited from sale on MakolaStores or subject to restrictions;
- how vendors may identify such products;
- how MakolaStores detects such products to prevent their sale; and
- the consequences of violation of this Policy.

1.3. Application

This Policy applies to all products listed by sellers on the MakolaStores marketplace.

2. What are prohibited and restricted products?

2.1. Prohibited products

Prohibited products are banned from sale on MakolaStores. Specific prohibited products will vary by market, due to different local legal requirements. However, the following categories of products are always prohibited from sale on MakolaStores:

- narcotics
- weapons
- currency
- used products
- hazardous and dangerous products
- counterfeit products, as further outlined in the [Anti-Counterfeit Policy](#)

2.2. Restricted products

Restricted products are subject to local licensing and other requirements. Specific restricted products will also vary by market, but could include the following:

- products that require proof of authenticity in order to distribute or sell;
- products that require a license for import; and
- products that require local permits e.g., foodstuffs, alcohol, medicines, electronics and tobacco.

Restricted products may be sold subject to the vendor providing MakolaStores with the appropriate evidence of license/authority to sell, which may include: an import permit, a local regulatory license, a letter of authorization from the relevant manufacturer, brand or authorized distributor.

2.3. List of Prohibited and Restricted Products

MakolaStores may update the List from time to time, in order to stay current with available information and changes in the law.

The List presents a helpful guide for sellers, but it is not exhaustive, and we rely on sellers to take full responsibility for exercising good judgment in respect of their product listings and ensuring that their products comply with the laws and regulations of the markets in which they are listed for sale.

2.4. How does MakolaStores detect prohibited and restricted products?

MakolaStores is continuously innovating to improve the ways we detect and prevent the sale of prohibited products, and monitor the sale of restricted products on our marketplace.

MakolaStores may detect a prohibited or restricted product in the following ways:

- **Product creation:** When vendors create new product listings, the listings will be subject to approval by MakolaStores before they are published on the website. Vendors will receive notification of all prohibited or restricted products that are blocked.
- **Product content updates:** Edits to listings are be subject to approval by MakolaStores before they are published on the website. Vendors will receive notification of all edits that are rejected.
- **Physical inspection:** We conduct random physical inspection of products in our possession, as well as more targeted inspections in respect of high-risk products and vendors with high rates of return. We can therefore detect practices such as listing authentic products but delivering counterfeits, and the listing of counterfeit products under alternative brand names.
- **Reports:** We encourage all buyers, brands and manufacturers who have concerns about the sale of Prohibited and Restricted products to notify us as provided below. We will promptly investigate and take appropriate action to protect buyers, other vendors, and rights holders.

2.5. What are the consequences of violation of this Policy?

If a vendor lists a prohibited or restricted product in violation this Policy and the law, MakolaStores shall delist the products from sales and apply the appropriate financial penalties, as provided by the Penalty Policy.

MakolaStores may also, in its discretion, take further corrective action, which may include, without limitation, the following:

- arranging immediate collection by the vendor of any stock in our possession;
- destroying the stock without reimbursement to the vendor and at the vendor's cost;
- delivering the stock to the relevant law enforcement authority, without reimbursement to the vendor and at the vendor's cost;
- suspending or terminating the vendor's shop on MakolaStores;
- withholding all payments to the vendor; and/or
- commencing legal action against the vendor (the sale of unsafe or illegal products may also lead to criminal prosecution).

2.6. Further information

If you are a Vendor and you have any questions about this Policy, please contact our Vendor Support Team.

Vendor Penalty Policy

Contents

1. About this Policy: purpose; scope; and application
2. MakolaStores remedies for vendor breaches
3. Breaches that result in financial penalties
4. The amount of the financial penalties
5. How we apply and communicate financial penalties to vendors
6. Further information

1. About the

Penalty Policy 1.1.

Purpose

MakolaStores strives to maintain the highest standards on the MakolaStores marketplace, to ensure that buyers can always shop with trust and confidence, and that vendors compete fairly. We have a range of codes, policies and guidelines, directed towards maintaining our standards.

In the event that vendors fail to adhere to our codes, policies and guidelines, we reserve the right to apply penalties, including financial penalties.

The purpose of this Policy is to ensure transparency around MakolaStores approach to applying penalties.

B. Scope

This Policy sets out:

- the range of remedies available to MakolaStores for breach of the Terms and Conditions of Use of the Marketplace, or MakolaStores codes, policies and guidelines;
- the particular breaches that will be subject to financial penalties;
- the level of financial penalties that may be applied; and
- how we apply and communicate financial penalties to vendors.

C. Application

This Policy applies to all vendors on the MakolaStores marketplace.

2. MakolaStores remedies for vendor breaches

MakolaStores may, in its discretion, apply financial penalties in respect of the following three main categories of breach:

- quality control failures
- sale of counterfeit products; and
- sale of prohibited or restricted products,

particularized in further detail at section 3 below.

MakolaStores right to apply the financial penalties set outlined in this Policy is without prejudice to all other rights and remedies available pursuant to the Terms and Conditions of Use of the Marketplace and at law, including:

- delisting (or de-boosting) products;
- formal warnings;
- temporarily suspending access to the marketplace;
- withholding all payments to the vendor;
- deleting the vendor account and permanently prohibit access to the marketplace;
- commencing legal action against the vendor; and/or
- reporting the vendor to the relevant regulatory authorities for criminal prosecution.

3. Breaches that result in financial penalties

3.1. Quality control failure

MakolaStores operates strict quality control procedures in respect of all products delivered to its vendor drop off hubs and warehouses.

MakolaStores will impose a penalty fee of USD 100 on vendors in respect of each and every product that fails MakolaStores quality control checks, including for any of the reasons listed in the table below.

IQC failure reason	Definition	Description
Wrong item	Fulfilled an item different from what was ordered	If an item is rejected at the drop off point because it does not physically match what was ordered. This applies to the wrong color, shape, technical characteristics, brand, swapped invoices.
Defective item	Fulfilled items not working in line with specifications, items missing parts, broken seals or stains.	If an item is rejected at the drop off point because it is damaged, incomplete, not functional or not usable. e.g., missing item or parts, damaged or broken item/package, stains, stitching defects, misplaced or broken seals, items that do not power on.
Used/Refurbished item	Fulfilled item(s) that have been previously used	If an item is rejected at the drop off point because it is not new e.g., Item looks used/has been used or is refurbished.

3.2. Counterfeit product

MakolaStores prohibits the sale of counterfeit products on our marketplace, and will act swiftly to remove such products from the supply chain.

MakolaStores will impose a penalty fee of USD 200 on sellers in respect of each and every counterfeit item that we discover, either on a product listing, during quality control inspections, or following a buyer complaint.

Our **Anti-Counterfeit Policy** further particularizes our approach to keeping counterfeit products out of the marketplace, and to dealing with breaches of the policy.

3.3. Prohibited or restricted products

Prohibited products are those products that may never be sold on MakolaStores due to illegality, whilst restricted products may only be sold if certain criteria are met.

MakolaStores reviews all product listings, and works with our logistics providers and customs authorities, to ensure that we identify and prevent the sale of prohibited and restricted products.

MakolaStores will impose a penalty fee of USD 100 on sellers in respect of each and every prohibited or restricted item that we discover, either on a product listing or at any other point in our supply chain.

Our **Prohibited and Restricted Products Policy** further particularizes our approach to protecting our buyers against the sale of unsafe, illegal and otherwise unlicensed products when they shop on our marketplace.

4. The level of the financial penalties

The table below summarizes the amount of the penalty fees applied for specified breaches.

Breach	Penalty per item (USD)
Quality control failure	100
Counterfeit product	200
Prohibited or restricted product	500

The above penalty fees will be applied in the local currency equivalent of the US dollar amount stated above.

MakolaStores may periodically review and amend the level of the financial penalties applied.

5. How we apply and communicate financial penalties to vendors

MakolaStores communicates with sellers to notify them of any breaches and related penalties applied to their account.

All penalties are clearly identified in the seller's statement of account and set off against commissions payable to the vendor.

6. Further information

If you are a vendor and you have any questions about this Policy, or any penalty fees charged to you, please contact our Vendor Support Team.

