

## Terms Of Use

Bula vinaka and welcome to the Ezysell app, the place to go to if you want to buy, sell or seek anything. You can place video, audio, banner or just text ads. And you can either post your ads immediately or book it to be placed at a later date. All ads are approved by our customer service team to avoid abuse. In general, ads will be approved as soon as possible and within 24 hours at the latest. Customers will be encouraged to give ratings so it is for sellers to ensure they provide a very good service.

FijiLive/Webmasters Limited (the Company), and/or its subsidiary(ies) and/or affiliate(s), operates the Ezysell app. If you are under 18, you should seek parental consent. Subscribers should also certify that they are the account holder or the owner of the mobile phone number used to register to the app or have the account holder's (or the owner of the mobile phone number's) permission to use Ezysell, and agree to our terms and conditions before proceeding to use the app. If you do not agree with the Terms, please do not use the Ezysell app or service.

By agreeing to use the Ezysell app and service:

\* You agree that you are the account holder or the owner of the mobile phone number used to register to the app or have the account holder's (or the owner of the mobile phone number's) permission to use Ezysell or if you are under 18, you have the permission of a parent or guardian to use Ezysell.

\* If you are operating a company plan, you agree you have the company's permission to use Ezysell. In the event a company wishes to block certain users on its account from using Ezysell, they must contact Vodafone to do so.

\* You agree to be bound by Ezysell policies and seller and buyer terms and conditions including allowing Ezysell or the mobile network to deduct amounts for tokens bought and/or ads placed from your mobile phone credit in the case of a prepay user, and agree to allow Ezysell or the mobile network to charge the amount for tokens bought and/or ads placed to your account in the case of a postpay user, unless and until unsubscribed/unregistered. For post-paid users, the amount charged for tokens/ads will be reflected in your monthly bills.

**As a seller, you agree to be bound by the following ad posting rules and guidelines including not posting:**

\* Ads offering products or services which are prohibited by law. These include adult services, adoption and surrogacy services, alcohol, blood, body fluids or body parts, celebrities and sports stars' photographs, endorsements and autographs, counterfeit items, ethnically or racially offensive material, fireworks and explosives, hazardous chemicals and substances, illegal drugs/steroids, items of historical and cultural significance, multi-level marketing, pyramid and get rich quick schemes, pharmaceutical products, pirated software and entertainment, pornography, products used by the Police, Army, Prisons and Navy, products that infringe on intellectual property rights,

stolen goods, tobacco products and items which require statutory approval such as weapons, surveillance equipment and pepper sprays, and wildlife and endangered species.

- \* Ads promoting unrealistic prices and offers which may not be fulfilled.
- \* Duplicate ads such as those which have the same title, content and category. All such ads will be not approved/deleted.
- \* Ads with graphic, sexual or inappropriate language/content.
- \* Ads with misleading titles or pictures.
- \* Ads for items in inappropriate categories or provide incorrect locations.
- \* Ads which are defamatory, libellous, threatening or harassing, fraudulent and misleading.
- \* Ads offering products or services which do not belong to you or you do not have the authority to advertise or promote.
- \* Ads which promote hate and violence against any individual, community or race.
- \* Ads which contain viruses, Trojans or other software which may attempt to interfere with the provision of an uninterrupted service or try to stealthily obtain data or personal information.

You also agree not to make unreasonable demands or ask buyers to engage in illegal activity.

You agree not to abuse buyers or give inappropriate or unwelcome feedback.

If you breach or abuse the above guidelines, your ads will be deleted/not approved without any credit being given for any payment/s made. You will also be banned from using the app and may be reported to the relevant authorities.

**As a buyer, you agree to be bound by the following rules and guidelines:**

- \* Do not make unreasonable demands or ask sellers to engage in illegal acuity.
- \* Do not abuse sellers or give inappropriate or unwelcome feedback.

In addition, by using the Ezysell app and service, every user agrees:

- \* That the company will have no liability to you, or any third party, for any modification, suspension or discontinuance or termination of the service and where such provisions are restricted, the company's liability shall be restricted solely to the sum paid for the service.
- \* That there is no guarantee the service will be uninterrupted, timely, secure or error-free.
- \* That if you cancel your registration at any time for any reason, the company will not be liable to refund you any pre-paid fees or any post-paid fees.
- \* That failure to comply with the policies, terms and conditions will immediately lead to a termination of this agreement

We reserve the right to modify these terms, in whole or in part, at any time. This includes the right at any time to suspend, discontinue or permanently cancel the service, or parts thereof, including any content, without notice. If the service, or any part thereof, that you have registered to is permanently discontinued or canceled, we will cancel your registration and reimburse any fees related to such a

service except for wrongful use or failing to comply with the policies, terms and conditions of the agreement. Continuing to use the Ezysell app and service constitutes your agreement with any changes to the terms and conditions.

Copyright: If you are a copyright owner and believe that any content included in Ezysell infringes your copyright, please submit the following information to the company via the contact details provided here.

- Your name, address, telephone number, and email address;
- A description of the copyrighted work that you claim has been infringed or, if multiple copyrighted works, a list of such works;
- The URL or snapshot or description to enable us to locate where the alleged infringing material is located;
- A statement by you that you have a belief that the disputed use is not authorised by the copyright owner, its agent, or the law;
- An electronic or physical signature of the person authorised to act on behalf of the owner of the copyright interest; and
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorised to act on the copyright owner's behalf.

Upon receipt of the written notification as outlined above, the operators of the Ezysell service will use good faith, and reasonable efforts to remove the material that is alleged to be infringing and forward a copy of the written notification to the alleged infringer.

Privacy: Any information we collect is to help us provide you with a better product and service. Your personal information will not be shared or disclosed unless required and in line with our privacy policy.

Feedback: We welcome any feedback, including about what else you would like on Ezysell to help us make this service better, on [ezysell@fijilive.com](mailto:ezysell@fijilive.com) however we cannot guarantee that any request will be met.

## Privacy Policy

Hello, and thank you for choosing to use the Ezysell app and service. It is important that you read and understand our privacy policy as it explains why to provide you with this service, we need to collect some information about you, and what we do with this information.

FijiLive/Webmasters Limited, and/or its subsidiary(ies) and/or affiliate(s), operates the Ezysell app and other services through mobile or internet connected devices. The privacy policy is part of the terms of use for the Ezysell app and service, and by using the Ezysell app and service, you consent to our collection and use of the information you provide. This information includes that supplied by users as well as that transmitted while a user is navigating the app. If you do not agree with the terms of this policy, please do not use the Ezysell app and service.

### User Registration Information

To use the Ezysell app and service, you will be required to provide certain information during registration including: username, password, email address, sex, age/date of birth, etc. We may also collect information about you: mobile phone number, mobile phone company, occupation, interests, subscriptions, your interaction with third party applications including advertising, products and services offered, posted content, as well as any technical information including your IP address, unique device ID, network performance, browser and operating system, transaction and location information. This information is used to improve your user experience, improve the service, and send marketing (unless un-subscribed), billing, and promotional or customer service emails. Most of this information such as your name, activity, posted content, etc may be publicly available.

You may also be required from time to time to update the registration or profile information to ensure it is correct. While we will try our best to enable you to access and change any information that may be stored by us, we reserve the right to decline any request, especially repetitive or impractical requests or those that may affect the privacy of other users. Some information may remain on our servers even after deletion for a period of time. Any information provided by you that is freely available or accessible in the public domain or any user submissions posted on the site is not considered to be private information.

If you do not provide the required information, we may not be able to provide you any or all the services on the app, and shall not be liable or responsible for the denial of service on this basis.

## Tracking Information

For a better user experience, the Ezysell app may use cookies or similar tools to help us understand your interests. All this is used to deliver to you a service tailored to your request, to improve the app and user experience, and to determine the traffic and the locations from where it comes.

## Payment Information

When you register or buy tokens through the Ezysell service, your information is collected and is stored by both the mobile network and us.

## Competitions

We may run promotions from time to time for which we may seek information in addition to what you have already provided. This information shall be used as outlined in this policy.

## Information To Third Parties

We may share personal information with third parties without prior user consent only under the following limited circumstances:

- \* When it is requested or required by law to verify a user's identity and especially in relation to cyber crime investigations. This is done in good faith.
- \* To protect the rights of the Ezysell app owners including enforcing the terms and conditions
- \* Allow affiliated companies and companies in the FijiLive Group to use the information as outlined in the privacy policy
- \* Present aggregated statistics to advertisers to help them understand the service and their potential audience.
- \* In case, you expressly give permission by opting in to sharing

## Membership Age Restrictions

This service is not for use by children and people under 18. If you are under 18, you will need the express permission of your parent or guardian to use this service.

## Information Security

We take all appropriate measures including encryption and firewalls to protect against unauthorised access to or unauthorised alteration, disclosure or destruction of personal data. You are advised to use a unique password, limit access to your device and log off after using the service. However, despite this, no measures are totally secure, and we cannot guarantee the security of the data.

## Change Of Policy

We reserve the right to change the privacy policy from time to time to accommodate changes in the law or as required. Any changes will be effective immediately and your continued use of the service will be deemed acceptance of these changes. You are thus advised to review the privacy policy from time to time to ensure that you are aware of any changes.

## Suggestions/Complaints

In case you have any questions/suggestions or grievances relating to the information you provided, please contact us at [ezysell@fijilive.com](mailto:ezysell@fijilive.com) with the following information:

\* The information you provided initially, and evidence that you are the owner of the information that is the basis for the complaint  
\* Your address, telephone number or e-mail address