



TERMS AND CONDITIONS

Please read the Terms and Conditions carefully before using meesa.com.np

1. Introduction

Thank you for choosing Meesa. We are an online marketplace which is referred to as “we”, “us” or “Messa” where you can buy and sell the products and services.

By using Meesa which includes our websites app and other related services, you agree to follow our terms and conditions. If you do not agree to be bound by User Agreement, we request you not to register or use this site and please do not access.

We may update these terms from time to time without prior notice. Please check this page regularly. Your continued use of Meesa means you accept any updates made.

2. Conditions of Use

2.1 Your Account

(It refers to a personal profile created and managed by you within a specific services)

To access the services provided by the online platforms. First, you have to create an account with us or provide the personal information in completion of the creation of an account. We have the right to disable your username or password at any time without giving any prior notice and we may not be responsible for any losses.

You are fully responsible for maintaining the confidentiality of your account and password and for all the activities that occur under your account. If you believe your account has been accessed without authorization, you must notify Meesa immediately. Your account is for your business use only, you may not transfer or share your account without Meesa's written permission.

Meesa reserves the right to suspend or terminate your account if you provide false information, violate policies or engage in any fraudulent or illegal activities. You are responsible for ensuring that your listed products comply with all applicable laws and Meesa's policies at all times.

2.2 Privacy

(Privacy refers to an individual's rights to control their personal information and their ability to isolate themselves or limit access to their personal affairs.)

Meesa is committed to protecting your privacy and confidentiality of your information. We collect and use your personal and business information such as contact details and business registration documents to manage your account, process transactions and improve our

services. Your information may also be used for verification, compliance with legal obligations and communication related to your orders and account. We do not sell your personal information to third parties, however we may share it with trusted service providers and partners who help us operate our platform as well as with authorities when required by the law. By using Meesa, you agree to the collection, use and sharing of your information as described in this policy. We encourage you to review our detailed Privacy Policy to understand how your data is handled and protected.

2.3 User Eligibility

(The user eligibility refers to the criteria that define whether a user is qualified or entitled to access a particular services, system or resources.)

To register and sell on Meesa, you must be at least 18 years old and capable of forming legally binding contracts under applicable laws. By creating an account, you confirm that you meet these eligibility requirements and all information provided during registration is accurate and truthful. Meesa reserves the right to request proof of age or business registration at any time to verify your eligibility to use the platform. If you are registering on behalf of a business, you must have the authority to bind that business to these terms. Meesa may suspend or terminate your account if it is found that you do not meet the eligibility criteria or if any information provided is found to be false, incomplete or misleading.

2.4 Use of Service

(Use of services refers to the act of an individual or organisation utilizing services to fulfill needs or achieve desired outcomes.)

As a vendor on Meesa, you agree to use the platforms responsibly and in compliance with all applicable laws and Meesa policies. You may use Meesa only for lawful purposes such as listing, selling and managing your products or services to customers through the platform. You are responsible for ensuring that the content you upload such as product descriptions and images is accurate, does not infringe on the rights of others and complies with Meesa's content guidelines. You may not misuse the platform by introducing harmful technologies, attempting unauthorized access or interfering with the platform's functionality and security. Meesa reserves the right to monitor your use of service and may remove listings, restrict access or suspend your account if you violate these terms or engage in activities that may harm customers, other vendors or the integrity of the Meesa platform.

2.5 Products and Services

(Products means tangible items that a business offers which customers can buy own and use such as clothes phone bags jewelry shoes etc)

(Services means intangible services or tasks performed for the customers to fulfill a need or solve a problem such as delivery .)

Vendors on Meesa must ensure that all listed products and services comply with applicable laws, regulations and Meesa policies. Each product and service should be described accurately with clear and truthful information including pricing, product details and images to maintain transparency for the customers. Prohibited, counterfeit or unsafe items must not be listed or sold on the platform. It is essential that your products meet quality standards and you are expected to fulfill and deliver customer orders within the promised timeframe. Meesa retains the right to review, remove or request updates to your listings if you fail to comply with guidelines, contain inaccuracies or infringe on the rights of others. By listing products and services on Meesa, vendors commit to maintaining a high standard of customer service and product quality at all times.

2.6 Vendor Terms

(Vendor terms refers to the specific conditions and provisions outlined in an agreement between a vendor and a buyer or a client)

By registering as a vendor on Meesa, you agree to comply with all applicable laws, Meesa's policies and the terms outlined in these guidelines. Vendors are responsible for providing accurate business and product information, maintaining the quality of listed products and services and ensuring timely fulfillment of customer orders. You agree to conduct business with honesty and integrity, ensuring fair pricing and clear communication with customers. Vendors must not engage in activities that may harm customers, other vendors or the reputation of Meesa including listing prohibited or counterfeit products, misrepresenting products or using the platforms for fraudulent purposes. Meesa reserves the right to suspend or terminate vendor accounts that violate these terms or any applicable laws. By continuing to use Meesa's service, you accept these Vendor Terms and agree to act in the best interest of customers and the Meesa marketplace at all times.

2.7 Payment Terms

(The payment terms define how and when a buyer pays a seller for goods or the services)

Vendors on Meesa will receive payments for their sales after the successful delivery of orders to customers, subject to any applicable fees and commissions outlined in Meesa's policies. Payments will be processed through the payment method linked to your Meesa Vendor account and it is your responsibility to ensure your payment details are accurate and up to date. Meesa may deduct applicable service fees, transaction charges or penalties from your payments in accordance with our fee structure and policies. In case of order cancellations, refunds or disputes, Meesa reserves the right to withhold or adjust payments until the issue is resolved. By using Meesa, you agree to these payment terms and acknowledge that Meesa may update its payment policies from time to time with such updates applicable to your future transactions.

2.8 Intellectual Property Rights

(Intellectual property rights refers to the legal rights that protect creations of the mind such as invention, literary and artistic works, designs and symbols.)

Vendors on Meesa must respect the intellectual property rights of others and ensure that all the products, images, descriptions, content used in listings do not infringe upon any copyrights, trademarks or other intellectual property rights. You are responsible for ensuring that you have the legal right to use all logos, brand names, product images and materials associated with your listings on Meesa. The use of counterfeit or unauthorized branded products is strictly prohibited. Meesa reserves the rights to remove listings that violate intellectual property rights and may suspend or terminate vendor accounts engaged in such activities. By using Meesa, you grant Meesa a non-exclusive, royalty free license to use your product images, description and related content for marketing and operational purposes on the platform. Vendors are encouraged to report any intellectual property concerns to Meesa to help to maintain a safe and compliant marketplace for all users.

2.9 Limitation of Liability

(A limitation to liability clause in a contract limits the amount of money or damages that one party can recover from another party for breaches or performances.)

Meesa will make reasonable efforts to maintain the availability and security of its platform; however, we do not guarantee that the services will be uninterrupted, error-free or free from harmful components. To the maximum extent permitted by law, Meesa shall not be liable for any direct, indirect, incidental, consequential or special damages arising out of or in connection with your use of or inability to use the platform, including but not limited to loss of profits, loss of data or business interruptions. Meesa shall not be responsible for any issues arising from the actions of third-party service providers or customers. By using Meesa, you acknowledge and agree that your use of the platform is at your own risk and that your sole remedy for dissatisfaction with the services is to stop using the platform. This limitation of liability forms an essential part of your agreement with Meesa as a Vendor.

2.10 Indemnification

(Indemnification means compensation for harm or loss)

Vendors using Meesa are required to indemnify, defend and hold harmless Meesa along with its affiliates, directors, officers, employees, agents, against any claims, losses, damages, liabilities, costs and expenses (including legal fees) that arises from or relate to their use of the platform. This includes any violations of these vendor terms, breaches of applicable laws, or infringement of third-party rights as well as claims related to the products and services listed on Meesa including intellectual property disputes or issues with defective products. You will be responsible for covering any costs or damages incurred by Meesa due to your actions while using the platforms. Additionally, Meesa reserves the

right to take exclusive control over the defense of any subject matter to indemnification and you agree to fully cooperate with Meesa in such a case.

2.11 Termination

(Termination refers to the act of ending something.)

Meesa reserves the right to suspend or terminate your vendor account at any time, with or without notice, if you violate these vendor terms, breach applicable laws, engage in fraudulent activities or if your actions negatively affect customers, other vendors or the reputation of the Meesa platform. Termination may also occur if you provide false or misleading information or misuse the services provided by Meesa. Upon termination, your access to the vendor dashboard and related services will be disabled and any pending obligations including fulfilling existing orders or resolving disputes must still be completed. You may also choose to close your vendor account by providing written notice to Meesa, provided that all outstanding obligations have been settled. Meesa will not be liable for any losses or damages resulting from the suspension or termination of your account under these conditions.

2.12 Governing Law and Dispute Resolution

(Governing law and dispute resolution specifies the legal framework that will be used to interpret the contract and determine the rights and obligations of the parties involved.)

These vendor terms and your use of Meesa platform will be governed by and interpreted in accordance with the laws of Nepal. In the event of any disputes arising between you and Meesa in connection with your use of the platform or these terms, both parties agree to first attempt to resolve the matter amicably through discussion and negotiation. If a resolution cannot be reached within a reasonable timeframe, the dispute shall be submitted to the competent courts of Nepal, which will have exclusive jurisdiction over the matter. Vendors agree to comply with all applicable laws and regulations while using Meesa and acknowledge that Meesa may take necessary legal action if these terms are violated. By using Meesa, you accept this governing law and dispute resolution process as a part of your vendor agreement.

2.13 Change to Terms

(Changing the terms of a contract or agreement typically involves formalizing alterations through an amendment or variation agreement.)

The platform reserves the right to notify, update or revise these vendor terms at any time to reflect changes in services, legal requirements or operational needs. Any updates to the terms will be posted on the platform and it is the responsibility of vendors to review the terms regularly to stay informed about any changes. Continued use of the platform after the updated terms have been posted with indicated acceptance of those changes. Vendors who do not agree with the revised terms should discontinue use of the platform and may request the closure of their vendor account after fulfilling any outstanding obligations.

2.14 Refund and Cancellations Policy

(A refund and cancellation policy outlines the conditions under which a customer can receive a refund after canceling a product whether it's a product or services.)

Vendors are required to adhere(to follow rules, guidelines or laws strictly) to the platform's refund and cancellation policy, ensuring fair treatment of customers in cases where orders need to be cancelled or refunded. Refunds may be applicable in scenarios including non-delivery, delivery of defective or incorrect products or other valid customer complaints as outlined in platform policies. Vendors are responsible for processing approved refunds promptly and may be held responsible for associated costs including return shipping in specific cases. The platform reserves the right to facilitate refunds to customers and adjust vendor payouts accordingly if disputes arise and are resolved in customer's favour. Vendors must maintain transparency and clear communication with customers regarding cancellations and refunds to build trust and maintain a high level of service on the platform.

2.15 Shipping and Delivery

(Distant stages in the process of getting a product to the customer on the estimated time)

Vendors are responsible for ensuring timely , secure and accurate shipping and delivery of products to customers in accordance with the timelines and methods specified at the time of listing or as agreed with the customer. All products must be properly packaged to prevent damage during transit and vendors must use reliable delivery services to maintain customer trust and satisfaction. Vendors are required to update order statuses promptly and provide tracking information when applicable to enable customers to monitor their shipments. Any delays or issues in the delivery process should be communicated transparently to customers and vendors must work diligently to resolve delivery-related complaints or disputes. The platform reserves the right to take appropriate action including withholding payments or suspending accounts, if vendors fail to meet shipping and delivery obligations or receive repeated complaints regarding delivery practices.

2.16 Prohibited Activities

(Prohibited activities refers to the specific actions, behaviours, practices explicitly forbidden under a contract , agreement and policy)

Vendors are strictly prohibited from engaging in any activities that violate applicable laws, platform policies, or infringe on the rights of others while using the platform. This includes, but is not limited to, listing or selling counterfeit, illegal, or unsafe products; manipulating prices or customer reviews; engaging in fraudulent transactions; misusing customer data; or attempting to interfere with the platform's systems, security, or other users' accounts. Vendors must not use the platform for activities that could harm customers, other vendors, or the platform's reputation. The platform reserves the right to investigate and take appropriate action, including the removal of listings, suspension or termination of accounts, and reporting to authorities if vendors are found to be involved in prohibited activities.

2.17 Penalties

(Penalties refers to a punishment imposed for breaking a law, rule and contract)

Vendors acknowledge and agree that failure to comply with these terms , platform policies or applicable laws may result in penalties, including but not limited to fines, additional service charges, restriction of certain account functionalities, suspension, or termination of the vendor account. Penalties may be applied for activities such as late order fulfillment, frequent cancellations, sale of prohibited or counterfeit products, misrepresentation of products, or poor customer service that results in repeated complaints. The platform reserves the right to deduct applicable penalties directly from vendor payouts or to invoice vendors for penalties incurred, with payment due within the specified timeframe. By using the platform, vendors accept responsibility for maintaining compliance and understand that penalties are enforced to maintain trust, quality, and safety within the platform for all users.

2.18 Force Majeure

(A force majeure means if something happens that is outside your control and it stops you from doing what you promised in a contract then you won't be held responsible for the delay or failure)

We shall not be held responsible for any delay or failure to perform our obligations under these terms due to causes beyond our reasonable control including but not limited to acts of God , natural disasters, war, terrorism, labour disputes, government actions, pandemics or interruptions in internet or utility services. If such an event occurs, we will make reasonable efforts to notify you and resume our services as soon as possible but we shall not be liable for any losses or damages resulting from such delays or failures.

2.19 Data Security

(The data security means protecting the digital data from unauthorized access, corruption , theft or loss throughout its lifecycle)

We are committed to protecting the security of your personal information and use reasonable administrative, technical and physical safeguards to protect your data from unauthorized access, disclosure or misuse. However, while we strive to protect your information , we cannot guarantee absolute security and you acknowledge that you provide your data at your own risk.

2.20 Promotions and Discounts

(Promotions and discounts mean special offers provided by a business to encourage customers to buy products or services.)

(Promotions can include activities like sales events, buy one get one free offers , free samples or contests designed to attract customers and increase sales.)

(Discounts are reductions in the regular price such as 10% off, seasonal sales or clearance discounts to make products more affordable and encourage purchases.)

From time to time, we may offer promotions, discounts or special offers which will be subject to specific terms and conditions stated at the time of the offer. We reserve the right to modify, suspend or cancel any promotions or discounts at our discretion without prior notice. Promotions and discounts are non transferable, may not be combined with other offers unless explicitly stated and may be subject to expiration dates and availability.

2.20 Communication Preferences

(Communication preferences means the ways and channels customers choose to receive information from a business.)

By using our services, you agree to receive communication from us including emails, SMS, app notifications or phone calls regarding your orders, account updates and promotional materials. You can manage your communication preferences or unsubscribe from marketing communications at any time by following the instructions provided in our emails or by contacting our support team.

2.21 Contact Us

(If you have any inquiries or questions while using this applications you can contact us)

If you have any questions, concerns, or require assistance regarding these vendor terms or your use of the Meesa platform, you may contact us through the support channels provided on the Meesa website . Our support team is available to assist you with your queries related to vendor accounts, product listings, payments processes or any issues you may encounter while using our platform. You can also reach us via email at (email id) or by calling our support hotline at (contact number) during working hours. The team is committed to ensuring that vendors receive timely assistance and clear guidance whenever needed.