

# TERMS OF SERVICE

**Reffero Solutions Pvt. Ltd.**

Last Updated: May 2026

---

Welcome to Reffero. These Terms of Service ("Terms") govern your access to and use of the Reffero website, platform, applications, and related services (collectively, the "Services"). By accessing or using our Services, you agree to be bound by these Terms. If you do not agree, you must not use the Services.

These Terms are governed by and construed in accordance with the laws of Nepal, including the Electronic Commerce (E-Commerce) Act, 2081 ("E-Commerce Act"), the Consumer Protection Act, 2018, the Electronic Transactions Act, 2063, and all applicable regulations thereunder. To the extent that any provision of these Terms conflicts with mandatory provisions of the E-Commerce Act, the E-Commerce Act shall prevail.

## 1. Eligibility

You must be at least 18 years of age (or the legal age of majority in your jurisdiction) to use the Services. By creating an account, you confirm that you meet this requirement and have the legal capacity to enter into a binding agreement.

## 2. Account Registration

- a) You must provide accurate, complete, and up-to-date information, including your full name, address, and business registration details where applicable.
- b) You are responsible for maintaining the confidentiality of your login credentials and for all activity conducted under your account.
- c) Reffero may suspend or terminate accounts that provide false or misleading information.
- d) Any changes to your registered information must be updated on the platform promptly, and in any case within forty-eight (48) hours of the change occurring.

## 3. Nature of the Platform

Reffero is a technology platform and intermediary operator registered under the laws of Nepal. The platform:

- a) Connects vendors/brands and creators for performance-based commerce;
- b) Facilitates buying and selling of goods and services through its electronic platform;
- c) Tracks sales attribution and commissions;
- d) Provides brand monitoring and protection assistance;
- e) Integrates third-party payment gateways.

Reffero does not manufacture, store, or directly sell products listed by vendors unless explicitly stated. Reffero acts as an intermediary business operator, meaning it facilitates the sale of sellers' goods or services to buyers through its electronic platform. The platform displays all information required to be disclosed under applicable e-commerce laws of Nepal, including business name, registration details, registered office address, VAT/PAN number, contact details, and the designated grievance officer's contact information.

#### **4. Vendor Responsibilities**

Vendors acting as sellers on the platform agree to the following obligations under applicable e-commerce and consumer protection laws of Nepal:

##### **4.1 Pre-Listing Requirements**

- a) Vendors must execute a written or electronic agreement with Reffero before listing any goods or services on the platform.
- b) Vendors must provide Reffero with proof of business registration, full name and address, a consumer complaint mechanism, details of their goods/services exchange and return/refund policy, and VAT/PAN registration details.

##### **4.2 Product and Service Listings**

- a) Product listings must be accurate, lawful, and not misleading.
- b) Vendors must ensure all mandatory product disclosures required under applicable law are provided for each listing (see Section 5 of these Terms).
- c) Pricing and commission structures are binding once agreed.
- d) Vendors must not present themselves, or cause any other person to present themselves, as a consumer to post fake or manipulated reviews or ratings of their own goods or services. Such conduct is strictly prohibited.
- e) Advertising of listed goods or services must not misrepresent their actual characteristics, usage, or other details in a manner that misleads buyers or consumers.

##### **4.3 Delivery**

- a) Vendors are responsible for delivering goods or services within the timeframe agreed in the contract, except in cases of force majeure.
- b) Vendors are solely responsible for product quality, warranty, and after-sales support.

##### **4.4 Returns, Refunds and Exchanges**

- a) If a purchased good or service does not conform to the description provided at the time of listing, the buyer is entitled to return the item unused and undamaged, and the vendor must accept such return unconditionally.
- b) Upon return, the vendor must, at the buyer's election, either exchange the item for one of equal value, or refund the full purchase price including all applicable taxes.
- c) Reffero may hold transaction funds in escrow until order confirmation. Refunds and chargebacks may affect vendor payouts.

##### **4.5 Unfair Trade Practices**

- a) Vendors must not engage in any unfair commercial or business practices prohibited under applicable Nepalese law, whether in connection with making goods or services available on the platform or otherwise.

## **5. Mandatory Product and Service Disclosures**

In accordance with applicable e-commerce laws of Nepal, all vendors listing goods or services on the Reffero platform must clearly and accessibly disclose the following information on each product or service listing:

- a) Name, nature, design, trademark, shape, image, weight, and other intrinsic details of the goods or services;
- b) Final selling price inclusive of all applicable taxes;
- c) Details of any additional charges payable upon delivery or transfer;
- d) Any precautions to be observed when using the goods or services;
- e) Estimated time and date for delivery or transfer;
- f) Available payment methods;
- g) Warranty or guarantee terms and duration, if applicable;
- h) Name and details of the manufacturer or service provider;
- i) Country of origin, where the goods or services have been imported;
- j) Post-purchase conditions to be fulfilled, if any;
- k) Whether the goods or services are returnable, and if so, the conditions and timeframe for return;
- l) For services, the location of service delivery and conditions of sale;
- m) Whether an order can be cancelled before dispatch or service commencement;
- n) Manufacturing date, expiry date, and other essential conditions, where applicable;
- o) Key contract terms presented in plain language understandable to the general public; and
- p) A functioning consumer review, rating, and feedback mechanism.

## **6. Creator Responsibilities**

Creators acting as independent promoters on the platform agree that:

- a) Promotional content must be truthful, accurate, and compliant with applicable advertising laws, and must not misrepresent the actual characteristics or usage of the goods or services being promoted.
- b) Commission is earned only upon verified and completed transactions.
- c) Fraudulent traffic, fake orders, or manipulation of tracking systems is strictly prohibited.
- d) Reffero may withhold or reverse commission in case of fraud, cancellation, or refund.

Creators act as independent contractors and are not employees or agents of Reffero.

## **7. Payments, Escrow and Fees**

- a) Payments are processed through third-party payment providers, using payment instruments permitted under applicable Nepalese law.

- b) Payment may be made before, at the time of, or after delivery, as agreed in the contract. Where a carrier receives payment on behalf of Reffero, such payment shall be deemed received by Reffero.
- c) Upon receipt of payment, a digital or physical invoice and payment receipt will be provided to the buyer, and a record maintained accordingly.
- d) Reffero may act as merchant of record. Transaction fees and platform fees may be deducted before payout.
- e) Funds may be temporarily held in escrow until verification of successful delivery or completion.
- f) Payout timelines may vary depending on verification, refunds, disputes, or compliance reviews.
- g) Transactions in foreign currency shall be conducted in accordance with applicable foreign exchange laws of Nepal.

Reffero is not responsible for delays caused by banks or payment processors.

## **8. Delivery Obligations**

Reffero and/or the vendor shall ensure delivery of goods or services to the buyer's agreed location within the timeframe stipulated in the contract. The following conditions apply:

- a) Where a buyer chooses to collect goods in person from a sales centre, delivery shall be effected from that centre.
- b) Where mutually agreed before dispatch, the delivery address, recipient, timeframe, or other delivery details may be modified, subject to adjustment of applicable delivery charges.
- c) Reffero may engage a third-party carrier for delivery. Such carrier shall be subject to obligations under applicable consumer protection laws of Nepal.

## **9. Refund Policy**

Refund eligibility is governed by the vendor's individual refund policy and the mandatory provisions of applicable consumer protection and e-commerce laws of Nepal. The following minimum rights apply to all buyers:

- a) A buyer who receives goods or services that do not conform to the description provided at the time of listing may return them unused and undamaged, and the vendor must accept such return without any conditions.
- b) Upon a valid return, the buyer may elect to receive: (a) an exchange for goods or services of equal value; or (b) a full refund of the purchase price including all taxes paid.
- c) Customers may also request refunds in cases of defective, damaged, or misrepresented goods.
- d) Creator commission may be reversed upon a refund. Vendor payout may be adjusted to reflect any approved refund.
- e) Reffero may intervene in refund disputes where necessary.

Reffero reserves the right to suspend accounts with excessive refund disputes.

## 10. Grievance Redressal Mechanism

Reffero maintains a mandatory grievance redressal system in accordance with applicable e-commerce laws of Nepal:

- a) Any buyer or consumer who is dissatisfied with a purchase, or with a purchase in progress, may submit a grievance through the platform's online grievance redressal system, by written notice, or by contacting the designated grievance officer.
- b) Upon receipt of a grievance, Reffero shall register the complaint and immediately provide acknowledgement to the buyer or consumer.
- c) The designated grievance officer shall investigate the complaint and issue a decision within fifteen (15) days of receipt.
- d) Where additional information is needed during the investigation, the grievance officer may request such information from the buyer or consumer.
- e) If the grievance can be resolved, Reffero shall resolve it accordingly. If it cannot be resolved, the grievance officer shall provide written reasons to the buyer or consumer within the fifteen (15) day period.
- f) Complaints falling within the jurisdiction of a regulatory authority will be referred to the relevant body promptly.

Grievance Officer Contact: [info@reffero.com](mailto:info@reffero.com) | +977 97080 28738

## 11. AML and KYC Compliance

To comply with applicable Anti-Money Laundering (AML) and Know Your Customer (KYC) regulations:

- a) Vendors and creators may be required to submit identity verification documents.
- b) Reffero may conduct background checks or verification processes.
- c) Suspicious transactions may be reported to relevant authorities.
- d) Accounts may be suspended pending compliance review.

Failure to comply with KYC requests may result in account suspension or payout holds.

## 12. Consumer Protection Compliance

Reffero operates in accordance with the Consumer Protection Act, 2018, the Electronic Commerce (E-Commerce) Act, 2081, and all applicable consumer protection laws of Nepal.

- a) Vendors must comply with consumer rights laws, including fair pricing, accurate product representation, and dispute handling.
- b) Customers have the right to clear and complete information about products, pricing, delivery timelines, and return policies as set out in Section 5 of these Terms.
- c) Reffero may remove vendors who repeatedly violate consumer protection standards.
- d) As an intermediary business operator, Reffero cannot disclaim responsibility for grievances or complaints relating to goods or services made available through its

platform solely on the ground that it did not produce, import, or supply those goods or services.

Where not otherwise specified in these Terms, matters relating to product quality, pricing, dispute resolution, and consumer rights shall be governed by applicable consumer protection laws of Nepal.

### **13. Brand Protection Services**

Reffero may provide monitoring and takedown assistance services for brand impersonation and infringement. However:

- a) We do not guarantee successful removal of infringing content.
- b) Enforcement decisions are controlled by third-party platforms.
- c) Vendors must provide valid authorisation for any enforcement action.

### **14. Prohibited Activities**

You may not:

- a) Engage in fraud or financial manipulation;
- b) Use bots or automated tools to inflate orders, commissions, or platform metrics;
- c) Submit fake, manipulated, or incentivised reviews or ratings for any product or service;
- d) Engage in unfair commercial or business practices as defined under applicable Nepalese law;
- e) Upload unlawful, infringing, or misleading content;
- f) Impersonate individuals, brands, or act as a fictitious consumer;
- g) Conduct or facilitate any transaction in goods or services that are prohibited from electronic sale under applicable law or government notification;
- h) Interfere with platform security or functionality.

Violations may result in immediate termination and referral to competent regulatory authorities.

### **15. Intellectual Property**

All platform content, trademarks, branding, software, and technology are owned by Reffero Solutions Pvt. Ltd. Users retain ownership of their uploaded content but grant Reffero a limited, non-exclusive licence to use it for platform operation, marketing, and promotional purposes.

### **16. Limitation of Liability**

To the maximum extent permitted by applicable law, Reffero shall not be liable for:

- a) Indirect or consequential damages;
- b) Loss of revenue or profits;
- c) Vendor product defects or non-conformity (subject to Reffero's obligations as intermediary under applicable e-commerce laws);
- d) Creator performance results;

- e) Payment gateway failures;
- f) Social media platform enforcement outcomes.

Total liability shall not exceed the total fees paid to Reffero in the preceding three (3) months. This limitation does not apply to liability that cannot be excluded under applicable Nepalese law, including mandatory consumer protection obligations.

## **17. Indemnification**

Users agree to indemnify and hold harmless Reffero from claims arising from: breach of these Terms; violation of law; intellectual property infringement; or fraud or misrepresentation.

## **18. Dispute Resolution**

1. The parties agree to first attempt informal resolution through written notice.
2. If unresolved within thirty (30) days, disputes shall be resolved through arbitration in Nepal in accordance with applicable arbitration laws.
3. The competent courts of Nepal shall have jurisdiction where arbitration is not applicable, including any relevant consumer court as prescribed under applicable law.

## **19. Termination**

Reffero may suspend or terminate accounts for violation of these Terms, suspected fraud or illegal activity, or compliance reasons. Users may terminate their accounts subject to settlement of outstanding financial obligations.

## **20. Amendments**

Reffero reserves the right to update these Terms at any time. Notice of material changes will be provided via the platform or by email. Continued use of the Services after the effective date of any update constitutes acceptance of the revised Terms.

## **21. Governing Law**

These Terms shall be governed by the laws of Nepal, including the Electronic Commerce (E-Commerce) Act, 2081; the Consumer Protection Act, 2018; the Electronic Transactions Act, 2063; the Privacy Act, 2018; applicable AML/KYC regulations; and all other applicable laws and regulations of Nepal.

## **22. Contact Information**

---

### **Reffero Solutions Pvt. Ltd.**

Nagarjun-4, Kathmandu, Nepal

Email: [info@reffero.com](mailto:info@reffero.com)

Legal: [legal@reffero.com](mailto:legal@reffero.com)

Phone: +977 97080 28738