**TERMS AND CONDITION**

Check the escrow.com <https://www.escrow.com/legal>

**CAUTION TO OUR CUSTOMERS**

* **Confidentiality of Login Details:** Your Intasef password should never, under any circumstances, be disclosed. Your account is only as secure as the login information you provide.
* **Use of Registered Phone Number:** When making a payment, please use the phone number listed on your government-issued identification card.
* **Specific Phone Number for Kenya Users:** Users in Kenya are encouraged to conduct all financial transactions using their Safaricom phone numbers. This procedure is effective because it eliminates potential issues. Please note that only the phone number associated with your Intasef account will be utilized for M-Pesa transfers.
* **Brokers' Participation**: If you decide to work with a broker, ensure they only discuss the product's credentials with the Buyer or vendor. This precaution is intended to safeguard the integrity of the financial transaction.
* **Payment Verification Prompts**: All payment requests should originate from our platform and be designated "Intasef Pay." These alerts will only be enabled on our primary websites.
* **Do Not Open Unauthorized Messages**: Do not open or respond to any messages or alerts that do not originate from our authorized channels of communication. Our designated email address is [mysafety@intasef.com], and our phone numbers are displayed on our official handles.

Thanks to these precautions, our services and your financial information are protected from potential threats. Don't hesitate to contact our customer service team via the appropriate channels if you have any concerns or require assistance.

**Terms and Conditions**

Before using our platform or engaging in any activities on Intasef.com, you must carefully read and fully comprehend the Intasef Terms & Conditions.

Your approval of these terms and conditions demonstrates your intent to transact business through our website. We will resolve any claims you may have against Intasef in accordance with our policies and procedures.

At our sole discretion and without prior notice, we reserve the right to take any technological, legal, or administrative measures necessary to prevent any violation of this agreement and enforce existing remedies.

All parties involved in an Escrow Transaction utilizing Intasef Services (individually, a "Party" or "Underlying Party," and collectively, the "Parties" or "Underlying Parties") must comply with these Terms.

If you are reading this because you are a party to an Underlying Transaction (described below), then "user," "You," and "Your" refer to you or the entity you represent. This could involve acting as the Seller, Buyer, or Broker, depending on the circumstances.

In addition to these Terms, you are also obligated by the terms and conditions of certain other agreements. The pronouns "us," "our," "ours," and "we" are used interchangeably when referring to Intasef and its subsidiaries.

Our platform's functionality is contingent upon your compliance with these terms and conditions. Don't hesitate to contact our customer service department if you have any queries or concerns.

**DEFINITIONS**

The following terms have the following meanings within these Terms and Conditions:

* **"Intasef"** or "**Intasef.com"** means the platform on which business is done.
* **"Intasef pay"** stands for the business that operates Intasef.com and manages the corresponding payment gateway. Every single form of electronic payment will be labeled "Intasef pay."
* The term **"Site"** refers to the intasef.com domain.
* The term **"safe space"** refers to the encrypted service intasef.com offers its users.
* An "**Account**" is defined as an Intasef account held by a Buyer, Seller, or Broker to credit and debit payments.
* The term "**wallet**" refers to the bank account used to store, access, and deal with money.
* **"Transaction period"** denotes the time limit placed on concluding a deal. The time frame for the deal must be less than the agreed-upon "transaction period."
* It is assumed that the transaction has taken longer than the allotted time when the phrase "transaction period elapses" is used.
* "**Affiliate"** means a company controlled by Intasef or controlled by a company that Intasef owns.
* **"Buyer"** refers to any potential purchaser of goods or services listed on the Site.
* A **"Seller"** is an individual or business that lists goods or services for sale on the Site in compliance with the Intasef Terms of Service.
* The "Intasef Instructions" contains all the terms and guidelines for Escrow Transactions detailed on the Site.
* **"Merchandise"** includes physical items and services, digital downloads, and internet enterprises that may be purchased through intasef.com.
* Included in the term \*\*"Underlying Parties"\*\* are the Buyer, the Seller, and the Broker.
* Any Underlying Parties may be a "User" if they are accessing the Site in connection with an existing or prospective Underlying Transaction.
* **"Underlying Transaction"** means the fundamental commercial exchange between the Buyer, the Seller, and the Broker (if any) for the sale of goods or the provision of services by the Seller.
* **"Personal Property"** includes anything of value that may be moved or imagined but not physically located, such as an individual's or business's possessions.
* A **"Prohibited Transaction"** is a transaction that falls under the "Prohibition Section" of this agreement.
* Services provided by one party to the other that are not expressly forbidden herein shall be considered **"Services"** and subject to these Terms.
* The term **"transaction fees"** refers to the costs associated with using Intasef's services.
* The term **"good funds"** refers to the money received by the Seller in exchange for the goods or services being sold.
* Intasef.com offers escrow services, such as keeping **'good monies'** and transferred property, as part of its transaction management offerings (referred to as "**Escrow Services**").
* "**Dispute**" means that the Buyer and the Seller can't agree on something related to the transaction.
* "**Substandard products**" are those that fall short of the standards set by the Buyer.
* **"Fraud**" or "**fraudulent**" refers to deceptive practices that cause the Buyer to pay for goods that are not what they were led to believe they were. A Buyer may also make a fraudulent claim of non-receipt of goods. Taking something of value from someone else without giving anything in return is dishonest.
* The term **"dispute resolution"** refers to any effort to settle a dispute between a buyer and a seller.
* **"Contact**" refers to the short questionnaire the Buyer or Seller must fill out before making first contact or accepting an invitation.
* "**CHATS"** or "**chat page"** refers to conversations between Buyers and Sellers on Intasef.com regarding the products and services they're interested in.
* The term **"Admin invite"** refers to the process by which assistance is granted access to the Seller/Buyer's private chats to resolve a dispute.

Please read the entire agreement to grasp the terms and conditions thoroughly. You agree to these terms and conditions by using Intasef.com.

**ACCEPTANCE**

By continuing to browse and use this Site, you agree to abide by the terms of this Agreement, our Privacy Policy, and any other relevant documents that may be issued occasionally. Please only use this website or enter into contractual relationships with us if you satisfy the following requirements.

To legally consume alcohol in your country, you must be at least 18 years old and possess a government-issued photo I.D.

Access to and use of the Services is restricted to individuals permitted to do so under the statutes of their country of residence or the country from which they access the Services.

We may require you to enter into a separate agreement (an "Additional Agreement") with us or one of our subsidiaries or affiliates for certain Services. In the event of a conflict between these Terms and an Additional Agreement, the Additional Agreement will govern with regard to the particular Service at issue.

**DESCRIPTION OF THE ESCROW SERVICE**

Intasef acts as a reliable third party between the Buyer and the Seller. Our system holds the funds until the Buyer receives and verifies the product or account credentials [in the case of online accounts/businesses] before releasing payment to the Seller

**LIMITS OF INTASEF SERVICES**

This agreement describes the various transaction management services ("Escrow services") that Intasef ("the Site") offers to its registered consumers ("Escrow services"). Please note that these offerings are not available to the general public.

The Escrow Services on this website are designed to facilitate transactions between our registered users, Sellers, and Buyers to facilitate payments for items and services. The Site collects these fees in exchange for processing and maintaining these transactions on its platform.

Remember that we are only responsible for actions that occur on our platform. Even if the same products are sold elsewhere, those transactions fall outside the scope of our service. Intasef will not consider claims made after transferring funds to the other party or vendor.

Please note that once a transaction has been completed and funds have been transferred to a party, we are no longer liable for any resulting disputes. Funds change hands only when both parties are satisfied with the transaction's parameters. We are prepared to provide evidence that the transaction occurred on the Intasef platform to guarantee your satisfaction and a seamless transaction. In the event of legal proceedings, we are ready to provide records of your chats, transaction procedures, and any other activities conducted on the Intasef platform to safeguard your rights and promote justice.

**APPROVED TRANSACTIONS**

The following are examples of the approved products to transact using our platform. They include but are not limited to

* **TANGIBLE PRODUCTS** [E.G., Phones, Electronic and Accessories, Food and Beverages, Households, Clothing and Footwear, Service Equipment, Beauty and Personal Care Products, Agricultural Products, Construction Materials, Industrial Products and Equipment, Medical and Healthcare Products, Bicycle, Motorcycle, Three-Wheeler and ALL OTHER LEGAL PRODUCTS]
* **DIGITAL PRODUCTS** [Domain, Digital Arts and Design, Digital Music and Media, Website Templates and Themes + ANY OTHER DIGITAL PRODUCT Except Intellectual Property]
* **FREELANCING AND SERVICES** [Personalized Services, Tangible/Physical Services, Digital/Online Services, E-Book and Online Course, Custom Software Development, Freelance Services]
* **ONLINE BUSINESS/ACCOUNTS** [E.G., Social Media Accounts, Freelance Accounts, Blogging/Article Accounts, Online Business, Websites, Academic Accounts, + All Other Online/Digital Accounts EXCEPT Government Accounts Such As HELB, KRA Portal Etc.]
* **ADVANCED PROPERTIES:** motor vehicles, real estate, insurance escrow, healthcare, and medical escrow

**PROHIBITED TRANSACTIONS**

* Users are bound by the following terms and conditions when using the Site or any of the Intasef Services in conjunction with any Underlying Transaction:
* The Site and Intasef Services are not intended to be used in conjunction with any Transactions that are illegal in and of themselves, unlawfully related to any products, or performed for any unlawful purpose. Neither munitions, Obscene Material, nor firearms may be used in any Transaction.
* Users are not permitted to conduct any Underlying Transactions involving the unauthorized reproduction, distribution, or sale of any copyrighted works, including but not limited to software, DVDs, videos, and other media. No narcotics, prohibited substances, alcoholic beverages, or tobacco products may be sold, purchased, or traded. No liquor license, fund, joint control escrow, reservation deposit refinancing, promissory note, mortgage, or deed of trust transactions are allowed. Neither is the purchase and sale of fiat or virtual currency.
* Export Prohibitions and Sanctions Users are prohibited from transacting with anyone on the Kenya Treasury, Commerce, or State Department's list of restricted parties and anyone else subject to sanctions or export controls.
* Involves transactions directly or indirectly involving persons (individuals or entities) with whom Kenya or other persons are prohibited from engaging pursuant to Applicable Laws. Consequently, Site and Intasef Services access may be suspended or terminated if these terms and conditions are violated. Therefore, all users are expected to read these rules carefully and adhere to them to conduct themselves within the bounds of the law and morality.

**ACCOUNT**

* You must sign up for an account on the Site before you can use its services. You must complete a registration form and supply the following information to use the Site as a Buyer or Seller: your real name, physical address, contact phone number, email address, and other relevant personal details.
* If you continue, it will be assumed that you have given your consent to any actions taken through your account, including but not limited to posting information about your business or products, agreeing to guidelines, rules, terms, and conditions, subscribing to services, making payments, and using the Site's messaging system. As a result, you guarantee and affirm that you have full permission to make such announcements and disclosures.
* You are solely responsible for any activity that occurs under your account, and you are also responsible for keeping your password(s) secure and confidential at all times.
* If any actual or suspected breach of these Terms comes to our attention, we reserve the right to immediately and unilaterally deactivate, freeze, suspend, or terminate your account.
* You must contact us immediately if you discover or otherwise become aware of any security breach involving your account or any unauthorized use of your account. Your acceptance of these Terms, granting any required licenses and authorizations, and performing your responsibilities hereunder are all warranted and authorized by you, and you affirm, ensure, and confirm that you have such authority. You further agree that you will only use the Site and its Services for authorized and appropriate business and personal reasons at all times.

**FEES & PAYMENTS**

Signing up for the website is free and possible from anywhere globally.

* If a fee is associated with a service on this website, you are responsible for paying it. Since Intasef.com currently only offers escrow services, no fees are associated with using the Site. Therefore, Free access is provided to our educational blogs, training, webinar sessions with our team, and Intasef blogs.
* The standard processing charge for purchases over KSH 15,000 is 1.99%, while the fee for transactions under KSH 15,000 is KSH 300. The total value of the transaction and the traded commodity determine the service fees.
* All transactions involving your Intasef wallet must be paid for with one of the payment methods listed on Intasef.com. Since we offer a STK PUSH OPTION FOR M-PESA USERS TO PROCESS AUTOMATICALLY, WE CANNOT BE HELD RESPONSIBLE FOR PAYMENTS MADE TO THE INCORRECT ENTITY OR PERSON. We cannot be held liable for errors by you or the payment processors. Moreover, our external payment processors will be responsible for any fees or costs incurred due to currency conversion.
* We assume no responsibility for any payments made to the merchant outside of our platform. Therefore, disputes external to our domain will rendered VOID and won’t be resolved. You are responsible for shipping and delivery logistics for any items you purchase or sell to other users.
* We reserve the right to provide complimentary trials at any time, subject only to your adherence to these terms. Therefore, your billing details (credit card information, name, address, and contact information) must be current, accurate, and comprehensive. We use mostly M-Pesa (a mobile phone-based money transfer service and payments system) to bill our Kenyan users for any purchases made through the Site.

**Rejection of Payment**

Please be aware that there may be limitations on your ability to use your bank account, credit card, or debit card account or to carry out an electronic funds transfer due to the terms of your agreement with your financial institution or applicable law. If an Escrow Transaction cannot be completed or any connected action is hindered due to such constraints, Intasef will not be held liable to any user. Furthermore, Intasef is not liable if a financial institution refuses to process a credit or debit transaction related to an account.

**LIMITATION TO THE BUYER AND SELLER**

Any payment made to Intasef must be utilized [must be in a transaction or awaiting approval for a forthcoming or ongoing transaction]; any amount not used for a transaction will be allowed a maximum of five business days before a [2%] safe handling fee is assessed

The chat system enables the users to engage more and better understand the product yet to be exchanged. Any misuse of our chat platform for another purpose other than the transaction will incur a fine of up to ksh.300. Misuse includes:

* Using our chat system to make stories unrelated to the transaction
* Using video calls for your benefit without making any transaction
* Having more than 3 transactions ongoing without attending to any.

**LICENSE**

 You hereby grant us an irrevocable, perpetual, worldwide, royalty-free, and sub-licensable license to use any content you post or display on the Site or provide to the Site ("User Content"). User Content may be displayed, transmitted, distributed, reproduced, published, duplicated, adapted, modified, translated, and used in existing and future forms, media, and technologies. This category includes any method or use that facilitates the efficient operation of the Site, the delivery of the Services, or the User's business in general. By submitting User Content, you affirm, warrant, and represent that you possess the legal right, authority, and permission to do so. In exchange for access to and use of the Services, we grant you a personal, worldwide, royalty-free, non-exclusive, revocable, and non-transferable license. This license is intended to facilitate your use of the Site and its services. You grant the Site and its affiliated entities a worldwide, perpetual, royalty-free, fully transferable, assignable, non-exclusive, sublicensable license. This license to use Intasef Pay's website is granted in exchange for your comments, suggestions, additions, requests, recommendations, corrections, or other feedback regarding the website. According to the provisions of the license, we are permitted to incorporate, use, and integrate such comments and inputs into the infrastructure and procedures of the Site.

**LIMITATION OF LIABILITY**

To the fullest extent permitted by law, the directors, executives, employees, agents, suppliers, licensors, and service providers of Intasef and its affiliates expressly disclaim and exclude liability for various sorts of losses and expenses. In no event will we be responsible for any damages, including but not limited to those that are direct, indirect, incidental, special, or consequential, that result from the use or inability to use the Site or the services. Whether or not the site owner is aware of the possibility of such damages, the User assumes all risk associated with using the Site (s) or any connected website, including but not limited to any direct, indirect, incidental, special, consequential, or exemplary damages. You accept these limitations by using this Site or any site it links to. To the fullest extent permitted by law, this limitation of liability extends to all forms of harm, including but not limited to contract, tort (including negligence), strict liability, and other legal grounds.

To be clear, unless in circumstances of gross negligence or deliberate misconduct, Intasef.com shall not be liable for losses, damages, fees, or expenses incurred due to sellers', buyers', brokers', or authorized users' access to or use of our services. Intasef's reliance on orders, notices, requests, or documents from a party or its agent in such circumstances shall not subject it to liability. We are not liable for situations arising from disagreements between vendors and purchasers. Each purchaser, Seller, and Broker agree to these responsibility restrictions by utilizing our services.

**BREACH BY USER**

Our terms and conditions may be violated under certain conditions. This includes, but is not limited to, situations in which a third party has filed a breach of contract complaint against the User. This could involve, for example, delivering goods that do not match the terms and descriptions specified in the contract or neglecting to deliver goods after receiving escrowed funds. In addition, if any of the User's submitted information is out of date, incomplete, false, inaccurate, or deceptive, or if there is reason to believe the User conducted a transaction with a stolen credit card or provided false or misleading information. In addition, the User's actions could result in financial or legal consequences for Intasef, other users, or related parties.

In the event of such violations, the platform will impose appropriate sanctions in response to the User's refusal to comply with the terms outlined in this Agreement. Consequences may include restricting, suspending, or terminating the User's access to Intasef.

**SPAM/TORTS/CONMANSHIP**

**Spam**

Our company places a premium on the dependability and safety of our service infrastructure. Therefore, we conduct stringent checks on all uploaded, used, and shared content on our platform. This preventive measure is taken to ensure that the content of our service is up to par.

In accordance with this commitment, the Site will promptly remove any content that has been confirmed to contain spam. This method serves two purposes: it controls the chat population and prevents spam from expanding throughout the website. This rule exists to maintain civility and enhance the user experience overall.

We value your confidence and would like to reassure you that we will always seek your permission prior to sending any communication. To this end, we will not send you commercial electronic messages ("CEM") unless you give us prior consent. Messages from our partners, licensors, suppliers, and affiliates are included. We consider the protection of your data incredibly seriously.

Each of our CEMs contains an easy-to-use unsubscribe link in case you ever determine you no longer wish to receive them. It is essential to us that you have the option to choose which types of communications you receive from us. Please review our policy manual if you wish to learn more about how we conduct ourselves around here.

Your compliance with these Terms and Conditions is tremendously valued, as is your participation in our online community. Together, we can ensure that everyone who uses our services enjoys themselves.

**Tort**

Most tort violations occur in conversation rooms, with negligence and defamation being the most common types of torts encountered.

Each User owes a duty of care to other platform users to ensure that no one is harmed by actions that could have been avoided in the absence of negligence. For instance, sending the wrong email to the wrong recipient, having incorrect payment information, and destroying the product while it is still being inspected. Depending on the circumstances, negligence must be controlled to ensure a successful transaction.

Taking into account defamation and abusive language. Every User must use language and tone that are placid and well-controlled when conducting business with other parties. Buyers and vendors may disagree due to a conflict of interests; therefore, they must ensure that their differences have not led to impolite behavior. This behavior is prevalent in the conversation room. Such conduct may result in hefty penalties and account suspension for the offender.

**Conmanship**

All products that must be transacted using the Intasef escrow are vetted and examined. Any format of counterfeit or substandard merchandise is prohibited from completing the transaction. Intasef's primary objective is to protect its users from fraud; accordingly, we will take appropriate action in cases of cons.

This is also possible in numerous methods.

As a vendor, the following are examples of fraud:

* Convincing the consumer so you can conduct business outside the Intasef safe zone.
* Falsely claiming delivery of products when they have not been delivered in accordance with the transaction.
* Utilizing improper influence to gain access to funds prior to delivering the proper product.

As a purchaser, some examples of fraud include

* persuading the Seller to deliver products before payment.
* Removing the vendor from the Intasef platform
* Claiming that the products are deficient while the transaction is complete.

Any form of deception and malicious behavior that results in one party losing property or money. Any form of fraud will result in the termination of the User's account, which will never receive any of the Seller's services.

**OBLIGATIONS OF THE PARTIES**

The Parties shall get a payment processing account for the deposit or transfer of Escrowed Funds from the Intasef wallet. To make this a success, All Parties shall comply with any wallet regulations and must be aware of any exceptions when using the wallet. One of the rules to get notice of is that you can withdraw any amount at any time as long as the other party approves it and the transaction is done. At this point, the money is moved to your general funds from the transaction funds. You cannot withdraw money in the transaction funds since, at this point, the transaction is underway. We are retiring from work on Saturday so the support system might be low on this day compared to the other six days of the week.

* Considering transaction liabilities, the Parties agree that the Site shall not be responsible for any unforeseen delays or fees on behalf of the payment gateway. E.g., if the M-pesa has delays or has increased transaction costs, Intasef will not be liable for such delays or fee hikes. It’s your duty to comply with such changes or unforeseen circumstances of the chosen payment gateways.
* Considering dispute resolution, the Parties accept that the Site's actions were taken or not taken based upon the advice of its legal counsel, award of an arbitrator, and a final, non-appealable judgment of a court of competent jurisdiction.

**Obligations of the Buyer**

* The Buyer can initiate the transaction by filling in the transaction form and making payments of the 'goods fund' upon the Seller's acceptance of the transaction.
* The Buyer is also responsible for alerting Intasef about their payment and their view on the transaction terms and conditions. Some of the information they can share includes a copy of the confirmation message of the payments and the Contract number.
* The Buyer is responsible for choosing a payment system for loading their wallet and payment method to withdraw their funds in case of a change of roles [in another transaction] or refund.
* The Buyer is obligated to inform Intasef.com that they are contented with the service/product delivered by the Seller and are now willing to release the funds. In case of dissatisfaction, the Buyer can reject the product and inform Intasef about the situation by filling out a dispute form.
* In the case of the invite, the Buyer has the obligation to accept or reject the Seller's invite and can also modify the conditions of the transaction.

**Obligations of the Seller**

* The Seller can initiate a transaction by filling out a transaction form and inviting the Buyer. Also, the Seller has an obligation to accept an invite from the Buyer and modify the transaction conditions to ensure that the contract is mutually binding before starting the transaction.
* The Seller has the obligation to deliver the products or services as per the transaction. These products must be satisfactory to the Buyer and comply with our terms and conditions.
* The Seller has the obligation to accept or reject refund requests from the Buyer in case of substandard products. They can file a dispute to earn a resolution slot.
* The Seller has an obligation to receive and withdraw good funds from their wallet at any time they need after being given access.

**DISPUTE RESOLUTION**

In the event of a dispute between the Seller and the customer or a violation of the terms of the transaction, the Site will provide services to resolve disputes. When a Buyer files a Dispute with a Seller because they are dissatisfied with the Goods received, or when a Seller uses a Dispute to demonstrate they fulfilled their portion of the Contract and collect payment, both parties will have access to these features. Future disagreements will hereafter be referred to as "Dispute."

Requests for conflict resolution must be submitted by one of the parties by completing the form on the dispute page or by inviting the administrator directly via chat, phone, or email at [mysafety@insef.com]. If a disagreement arises during a conversation, the participants may request that an impartial third party mediate. However, if a delivery issue arises, either party can initiate a dispute by contacting customer service.

Disputes should be filed during the transaction period to avoid problems. If a dispute is lodged after a transaction has been completed, Intasef.com will not provide any education or arbitration services.

**Resolution Process**

The resolution will follow a prescribed procedure as follows:

* First, the transaction and the dispute filed must have complied with our terms and conditions. If not, the dispute will be discarded.
* Second, the resolution will stick to the contract agreed upon by the parties at the start of the transaction. If the dispute goes beyond the contract, stage 3 will apply.
* Stage 3: The dispute team will express their expertise in law and dispute resolution to arbitrate and mediate the disagreement and come up with a satisfactory solution accepted by both the Seller and the Buyer. If the dispute surpasses this stage, it will be handed over to legal institutions [NCIA]

**NCIA Resolution**

Intasef will play a minor role at this stage. Only we will provide evidence of any transactions you conduct using our service. All pertinent information in our possession, including transactions, contracts, and correspondence details, is recorded here.

The parties agree to submit to binding arbitration in accordance with the NCIA Arbitration Rules any controversies, disputes, and claims arising out of or relating to this Agreement, including its breach, termination, or invalidity.

In accordance with NCIA rules, the arbitration will take place in Nairobi, Kenya, in the English language. The NCIA will appoint a single neutral third party as the sole arbitrator in command of the arbitration. The arbitrator's decision must adhere to the terms of this Agreement and is binding.

Insofar as is necessary to address the merits of the specific claim before the arbitrator, the arbitrator shall have the authority to grant provisional, interim, or permanent injunctive relief or remedy mandating the application of particular provisions within this Agreement. Any court with jurisdiction can recognize and enforce the arbitrator's ruling. Unless all parties agree in writing to an extension, the arbitration must be concluded and a decision rendered within one hundred twenty (120) days of submitting the arbitration claim.

You acknowledge that we have the right to seek dismissal of any dispute you file in a manner inconsistent with this section's terms. In addition, you are responsible for our proportionate share of attorneys' fees, court costs, and other expenses. You further agree that the losing party in any dispute arising out of or related to these Terms shall be responsible for paying the prevailing party's reasonable attorneys' fees, court costs (if any), and other related expenses if the prevailing party is ultimately determined to have acted reasonably.

**Chance in resolution**

* Full/partial Refund of the Buyer
* Full/partial release of funds to the Seller
* Fines on either party will breach our transaction terms and conditions.
* The Seller is given a second chance to deliver the appropriate product within the indicated duration.
* Termination of User accounts in case of counterfeit or defrauding.

**INDEMNIFICATION**

In the event of a claim or demand by a third party due to or arising out of your breach of this User Agreement and the Escrow Addendum (if applicable), you agree to indemnify and hold harmless the Site, its independent contractors, affiliates, subsidiaries, officers, employees, and agents, and their respective employees, agents, and representatives, including for reasonable attorneys' fees. This also includes your own or anyone else's illegal or improper use of the Site, violation of laws or third-party rights, or use of or access to our Site, software, or systems (including networks and servers used for our services) operated by us or on our behalf. Suppose you owe the Site money under these Terms or any Additional Agreement. In that case, you also agree to pay the Site's reasonable costs and expenses, including reasonable attorneys' fees, associated with collecting that money from you. There is a possibility of charge due to your actions and obligations under these agreements.

**MODIFICATIONS**

Intasef may amend any and all of these Terms at any time without prior notice; provided, however, that once the Underlying Parties to a particular Underlying Transaction have consented to the Intasef Terms and Instructions, no such amendment shall apply to that specific Underlying Transaction. This document is intended to inform you that the Terms will always be available on the Site.

**NOTICES**

Intasef's notices to You will be made either by email or prominent information on the Site. To get in touch with us, you can either send us a private message, give us a call, or fill out our customer care form, which will forward your inquiry to the email address Intasef.com specifies as its address for notice on the Site in the most up-to-date version of the Terms.

**MISCELLANEOUS**

You agree to resolve any dispute, claim, transgression, or discontent relating to or arising out of the Intasef Terms of Service or an Underlying Transaction using the procedures outlined in these Terms. The Intasef Terms of Service shall be governed by Kenyan law and applicable international business law. The provisions regarding Dispute Resolution and Governing Law/Venue set forth in these Terms shall govern any Dispute resolution. Our Terms of Service supersede any prior or contemporaneous agreements, understandings, communications, and/or promotional content between Intasef and you pertaining to the subject matter.

**ASSIGNMENT**

Intasef Pay reserves the right to transfer these Terms to any affiliated company, both current and future, as well as to any successor in interest. Consequently, Intasef may assign certain rights and obligations specified in these Terms to third parties.

**CONTACT**

If you have any more inquiries, you can reach our customer service team via direct phone call, Email [mysafety@intasef.com], direct message, social handles, video calls, chat invite [during transaction], or WhatsApp.

We are 24/7 online and reachable to make your transaction smooth.