

Friym - FIDEVO GROUP SAS

Terms of Service - v3.0 - effective since 2026-07-21

Terms of Service

Executive Summary

- **1. Acceptance and Scope of the Terms** - By using Friym, you accept this document in its entirety. It applies to all users without exception.
- **2. Definitions** - This section clarifies the meaning of the terms used in this document to avoid any ambiguity of interpretation.
- **3. Eligibility and Account Creation** - Friym is accessible to individuals aged 13 and older. Creating an account requires providing accurate information and taking responsibility for its security.
- **4. Profile Types and Features** - Friym distinguishes between several profile types with distinct rights and obligations. Each profile has access to features suited to its use.
- **5. Content and Intellectual Property** - You retain ownership of your content. By publishing it on Friym, you grant us a license to use it limited to the needs of the service.
- **6. Commerce on Friym - Sellers** - Sellers agree to offer compliant products, to be honest with their buyers, and to comply with the platform's commercial rules.
- **7. Commerce on Friym - Buyers** - As a buyer, you benefit from a secure purchasing process. Refunds are strict for digital products and conditional on evidence in other cases.
- **8. Affiliate Program** - By participating in the affiliate program, you become responsible for what you promote. The commission rate is set at the time the link is created and cannot be modified retroactively.
- **9. Moderation and Strikes System** - Page-type profiles are subject to a three-tier warning system. Strike progression follows the severity of violations and can never skip a level.
- **10. Payments, Commissions, and Payouts** - Friym charges a fixed commission of 5% on each transaction. Sellers are paid out automatically every 48 hours.
- **11. Protection of Personal Data** - Friym only collects data necessary for the operation of the service. Your data is never sold. You have the right to access, rectify, and delete it.
- **12. Liability and Warranties** - Friym is a technical intermediary. Our liability is limited. You are responsible for your use of the platform.
- **13. Cooperation with Authorities** - Friym cooperates with competent judicial authorities in strict compliance with legal procedures, while preserving users' rights.
- **14. Termination** - You may delete your account at any time. Friym may suspend or terminate an account in the event of a serious violation of these Terms.
- **15. Changes to the Terms** - Friym may modify these Terms. You will be notified in advance. Your continued use of the platform constitutes acceptance of the new terms.
- **16. Final Provisions and Contact** - These Terms are governed by Beninese law. Any dispute falls under the jurisdiction of the courts of Cotonou.

1. Acceptance and Scope of the Terms

By accessing the Friym platform, creating an account, or using any of its services, the user acknowledges having read, understood, and accepted without reservation these Terms of Service (hereinafter "Terms").

These Terms constitute a legally binding contract between the user and Friym. They apply to all profiles, whether a personal profile, a page-type profile, a seller profile, or any other type of account available on the platform.

These Terms incorporate by reference the [Privacy Policy](#), as well as any specific policy published by Friym in relation to a particular feature.

In the event of disagreement with all or part of these Terms, the user must immediately stop using the platform.

2. Definitions

For the purposes of these Terms, the following terms mean:

"Friym": the social commerce platform published and operated by FIDEVO GROUP SAS, accessible via the mobile application and the website friym.com.

"User": any individual or legal entity accessing the Friym platform, with or without a registered account.

"Personal profile": an individual account allowing the user to publish content, interact with other users, and follow profiles.

"Page-type profile": an account dedicated to a brand, organization, business, or project, offering specific features and subject to the strikes system.

"Seller profile": a page-type profile that has activated the commerce feature, allowing products or services to be offered for sale directly on the platform.

"Content": any element published or shared on Friym, including without limitation text, images, videos, audio, files, products, and comments.

"Product": any physical good, digital good, or service offered for sale by a seller on the platform.

"Commission": a fraction of the amount of each transaction charged by Friym as payment for matchmaking and payment processing services.

"Strike": a warning level assigned to a page-type profile based on observed violations, classified into three levels: green, yellow, and red.

"Affiliate": a user participating in Friym's affiliate program and promoting third-party sellers' products in exchange for a commission on the sales generated.

"GMV": gross merchandise volume, corresponding to the total amount of transactions carried out on the platform before deduction of commissions.

3. Eligibility and Account Creation

3.1 Age Requirements

Access to Friym is restricted to individuals at least 13 years old. Users aged 13 to 17 must have the express permission of their legal guardian to create an account and use the platform. Friym reserves the right to suspend any account for which it is established that the user does not meet the minimum age requirement.

3.2 Obligations at Registration

The user agrees to provide accurate, complete, and up-to-date information when creating their account. They are solely responsible for the confidentiality of their login credentials and for all actions carried out from their account. Any account compromise must be reported to Friym without delay at security@friym.com.

A single user may hold only one personal profile. Creating multiple accounts to circumvent sanctions constitutes a serious violation of these Terms.

3.3 Business and Page Accounts

Legal entities wishing to create a page-type profile agree that the person carrying out the creation has the rights and authorizations necessary to bind said entity. Page managers are jointly and severally responsible for the content published and for compliance with these Terms by all designated administrators.

4. Profile Types and Features

4.1 Personal Profile

The personal profile allows the user to publish content, interact with other users, access the news feed, use messaging, and participate in the affiliate program. It does not allow the direct sale of products or services.

4.2 Page-Type Profile

The page-type profile is intended for brands, organizations, projects, and businesses. It provides access to expanded features, including audience analytics tools, multi-administrator management, and activation of the commerce module. Page-type profiles are subject to the strikes system described in Article 9 of these Terms.

4.3 Activation of the Commerce Module

Activation of the commerce module is reserved for page-type profiles. It is subject to acceptance of the seller-specific terms described in Article 6, verification of the identity information of the page's manager, and provision of the payment information required for payouts.

4.4 Messaging

Friym offers a messaging system for exchanges between users. The user remains solely responsible for the content they send via messaging. Friym's access to messages is strictly limited to what is necessary for platform security, moderation, or the handling of a valid legal request, in accordance with our Privacy Policy.

5. Content and Intellectual Property

5.1 Content Ownership

The user retains all of their intellectual property rights over the content they publish on Friym. Friym does not claim any ownership rights over this content.

5.2 License Granted to Friym

By publishing content on the platform, the user grants Friym a worldwide, non-exclusive, royalty-free license to host, store, display, distribute, and reproduce said content strictly for the purposes of providing the platform's services, in accordance with the privacy settings defined by the user. This license ends when the user deletes the content concerned, subject to backup copies which may be retained for a reasonable period.

5.3 User Warranties

The user warrants that they hold all rights necessary over the published content and that this content does not infringe the rights of third parties, including copyright, image rights, or trademark rights. Any infringement of third-party rights is the user's sole responsibility.

5.4 Friym's Ownership

The Friym platform, its algorithms, interface, trademarks, logos, and any proprietary technology are the exclusive property of FIDEVO GROUP SAS. The user is granted a personal, non-exclusive, non-transferable, and revocable license limited to normal use of the services. Any reproduction, extraction, or use for other purposes is strictly prohibited.

5.5 Prohibited Content

It is strictly prohibited to publish on Friym any content that is:

- illegal under Beninese law or the law applicable in the user's country of residence;
- inciting hatred, discrimination, or violence based on origin, religion, sex, sexual orientation, or any other protected characteristic;
- an affront to human dignity, in particular any sexual content involving minors;
- deceptive, fraudulent, or likely to mislead other users;
- constituting harassment, intimidation, or defamation against a third party;
- infringing on the intellectual property rights of third parties;
- containing malicious software or any code designed to harm the platform or its users.

6. Commerce on Friym - Sellers

6.1 Conditions for Seller Status

Only page-type profiles may activate the commerce module. Activation is conditional on providing truthful and verifiable identity information, accepting these Terms, and providing a valid payment method for receiving payouts.

6.2 Seller Obligations

The seller agrees to:

- offer only products and services that they legitimately own or are legally authorized to sell;
- provide an accurate, complete, and non-misleading description of each product or service offered for sale;
- deliver the product or service under the conditions and within the timeframes announced at the time of order;
- provide accessible and responsive customer service for any buyer question or complaint;
- comply with the tax obligations applicable to their commercial activity in their country of residence;
- not engage in artificially inflated prices or deceptive commercial practices.

6.3 Authorized Products and Services

Physical goods, digital goods, services, and subscriptions are authorized for sale on Friym, provided they are lawful, clearly described, and compliant with these Terms. As of the launch date, only digital goods and services are actually available for sale; physical goods and creator subscriptions will be activated in a later platform update, without requiring renewed acceptance of these Terms. Friym reserves the right to remove any product or service deemed non-compliant, without notice and without compensation.

6.4 Prohibited Products and Services

The following are strictly prohibited from sale on Friym, this list not being exhaustive:

- illicit substances, weapons, and war materiel;
- counterfeit goods and products infringing intellectual property rights;
- dangerous products that do not comply with applicable standards;
- services of an illegal nature or contrary to public order;
- third-party personal data.

6.5 Seller Liability

The seller is solely responsible for the products and services they offer, for their compliance with published descriptions, for their delivery, and for compliance with the legal obligations incumbent upon them as a merchant. Friym acts as a technical intermediary and cannot be held liable for the seller's failures toward buyers.

7. Commerce on Friym - Buyers

7.1 Purchase Process

The purchase of a product or service on Friym takes place entirely within the platform, without redirection to a third-party site. Payment confirmation constitutes acceptance of the seller's offer and formation of the sales contract between the buyer and the seller.

7.2 Refund Policy

For digital products delivered automatically, a refund is only possible within 48 hours of purchase and only if the product has not been downloaded. After this period, no refund is granted, except in the following cases, subject to sufficient evidence: a product that substantially does not match its published description, a corrupted file or one that is inaccessible under normal conditions of use, or a proven technical defect attributable to the seller.

For services and physical products, any dispute giving rise to a refund request must be reported to Friym within 30 days of the observed or expected delivery date. Friym reviews the case and issues a decision within 15 business days

of receiving information from both parties.

7.3 Reporting and Dispute Procedure

In the event of a dispute with a seller, the buyer must first contact the seller via the platform's messaging system. If no amicable resolution is reached within 5 days, the buyer may refer the matter to Friym via the reporting form available in the app. Friym rules at first instance based on the evidence provided by both parties. Friym's decision is notified to both parties in writing.

8. Affiliate Program

The affiliate program described in this article is not activated as of the platform's launch date. It will be made available in a later update, without requiring renewed acceptance of these Terms.

8.1 How It Works

The affiliate program allows any Friym user to generate a personalized link to a product from a seller who has activated affiliation. If a buyer makes a purchase via this link within 30 days of their first click, the affiliate receives a commission on the sale amount.

8.2 Commission Rate

The commission rate applicable to each affiliate link is determined by the seller at the time affiliation is activated on their product. This rate is locked in at the time the link is generated by the affiliate and cannot be modified retroactively for links already generated.

8.3 Affiliate Liability

The affiliate is solely responsible for the claims, promises, or descriptions they make when promoting a product or service. They may not promise features, performance, or results that the product does not guarantee. Any deceptive practice in the promotion of a product is the affiliate's sole responsibility and may result in suspension of their participation in the affiliate program.

8.4 Payment of Commissions

Earned commissions are credited to the affiliate's Friym wallet as soon as the transaction that generated the commission is confirmed. They are subject to the same automatic payout conditions as seller revenue, described in Article 10.3.

9. Moderation and Strikes System

9.1 Scope

The strikes system applies exclusively to page-type profiles. Personal profiles are subject to the general moderation measures described in Article 9.6. Every page-type profile starts with no strikes. A strike is assigned following a violation identified and assessed by Friym's moderation team.

9.2 Green Strike

The green strike is the first level of warning. It is assigned for a minor violation or a first offense against these Terms. A profile with a green strike is subject to restrictions on certain secondary platform actions, specified in the notification sent to the profile manager. Friym notifies the profile manager as soon as the profile approaches this level, before the strike is formally assigned.

9.3 Yellow Strike

The yellow strike is the second level of warning. It is assigned for a more serious violation or a repeat offense after a green strike. A profile with a yellow strike is subject to broader restrictions affecting major platform features, including limitations on content distribution, commercial transactions, or access to certain tools. These restrictions are specified in the notification sent to the profile manager.

9.4 Red Strike

The red strike is the third and final level of warning. It results in the full suspension of the page-type profile, including deactivation of all of its features and the interruption of any ongoing transaction. Escalation to a red strike occurs exclusively from a yellow strike; no profile can move directly from a green strike to a red strike.

9.5 Rehabilitation

Rehabilitation of a profile that has reached a red strike is possible but subject to strict conditions. It is granted only if the profile manager provides sufficient evidence establishing that they are not the author of the observed violations, particularly in the case of proven account hacking. If accepted, the profile is brought back to the yellow strike level and placed under observation before any possible return to the green strike level. The reverse progression, from red to green, can only occur step by step. No strike can be removed directly from red.

9.6 Moderation of Personal Profiles

Personal profiles are not subject to the strikes system. In the event of a violation of these Terms, the following measures may be applied depending on the severity of the facts observed: a warning, removal of the offending content, temporary restriction of access to certain features, temporary suspension of the account, or permanent deletion of the account. The user is notified of any measure taken against them and has the right to appeal under the conditions described in Article 9.7.

9.7 Appeal Procedure

Any user or page manager may appeal a moderation decision within 30 days of its notification, by sending their request to appeals@friym.com. The request must state the grounds for the appeal and be accompanied by any supporting evidence deemed relevant. Friym reviews the request within 15 business days and notifies its decision in writing. The decision rendered on appeal is final.

10. Payments, Commissions, and Payouts

10.1 Friym Commission

Friym charges a fixed commission of five percent (5%) on the gross amount of each commercial transaction carried out on the platform. This commission is charged automatically at the time payment is processed. The seller receives the net balance corresponding to the transaction amount after deduction of the Friym commission and any applicable payment processing fees depending on the provider used.

This commission rate is public and fixed. Any change will be subject to prior notice in accordance with Article 15. No hidden commission applies.

10.2 Payment Processing

Payments are processed by one or more payment service providers partnered with Friym, including mobile money operators active in the geographic areas covered by the platform. Friym does not store users' full banking details. Payment processing is subject to the terms and conditions of the relevant providers.

10.3 Payouts to Sellers

Amounts owed to sellers after deduction of the Friym commission are credited to their seller balance as soon as the transaction is confirmed. Payment to the Mobile Money method registered by the seller is triggered automatically every forty-eight (48) hours, for any available balance reaching the minimum threshold of two thousand (2,000) CFA francs, up to a cap of one hundred fifty thousand (150,000) CFA francs per payout. Any amount exceeding this cap or not reaching the minimum threshold is carried over to the next automatic payout. This payout may be suspended in the event of an ongoing dispute concerning the transaction in question, until said dispute is resolved.

10.4 Creator Subscriptions

Sellers may offer monthly or annual subscriptions to their audience. Billing is recurring and automatic. The buyer may cancel their subscription at any time. Access to the content and benefits associated with the subscription is maintained until the paid period expires. No refund is granted for periods already begun.

This feature is not activated as of the platform's launch date and will be made available in a later update, without requiring renewed acceptance of these Terms.

10.5 Withdrawal of Funds

At launch, only the automatic payout described in Article 10.3 is available; no manual withdrawal is offered. This feature may evolve in the future, in which case these Terms will be updated accordingly.

11. Protection of Personal Data

11.1 Data Controller

The controller responsible for processing personal data collected via the Friym platform is FIDEVO GROUP SAS, registered under number RB/PNO/25 B 6467, Porto-Novo, Republic of Benin. Any request relating to personal data may be sent to privacy@friym.com.

11.2 Data Collected

Friym collects personal data strictly necessary for the operation of the service, including account creation information, login data, published content, payment information to the extent required by payment service providers, and usage data generated while browsing the platform.

11.3 Use of Data

The data collected is used exclusively for the following purposes: providing and improving services, personalizing the user experience, preventing fraud, processing transactions, communicating with users, and complying with legal obligations. Friym does not sell or transfer its users' personal data to third parties for commercial purposes.

11.4 User Rights

In accordance with applicable law, the user has the right to access, rectify, delete, port, and object to the processing of their personal data. These rights may be exercised by written request sent to privacy@friym.com. Friym responds to any request within a maximum of 30 calendar days.

11.5 Data Retention

Personal data is retained for the duration of the account's activity and deleted within 30 days following the effective deletion of the account by the user, subject to legal retention obligations that may require a longer retention period for certain categories of data.

11.6 Security

Friym implements appropriate technical and organizational measures to protect users' personal data against any unauthorized access, disclosure, alteration, or destruction. Access to data, including private messages, is strictly limited internally to individuals who need it to ensure the operation, security, and moderation of the platform.

12. Liability and Warranties

12.1 Services Provided "As Is"

Friym's services are provided "as is" and subject to availability. Friym does not guarantee continuous, uninterrupted availability of the platform and disclaims all express or implied warranties regarding performance, compatibility, or fitness of the service for a particular purpose.

12.2 Limitation of Liability

To the extent permitted by applicable law, Friym's total liability to a user shall not exceed the greater of 100,000 CFA francs or the total amount paid by the user to Friym during the twelve months preceding the occurrence of the damage. Friym shall not be liable for any indirect, consequential, intangible, or punitive damages, regardless of their nature or basis.

12.3 User Liability

The user is solely responsible for their use of the platform, for the content they publish, for the commercial transactions they carry out as a seller, and for the commitments they make to other users. The user agrees to

indemnify Friym against any claim, judgment, or cost resulting from a violation of these Terms or of a third party's rights.

12.4 Force Majeure

Friym shall not be liable for any delay or failure in performing its obligations resulting from an event of force majeure within the meaning of Beninese law, including without limitation natural disasters, armed conflicts, pandemics, critical infrastructure failures, and major cyberattacks.

13. Cooperation with Authorities

13.1 General Principles

Friym cooperates with competent judicial and administrative authorities when required by a valid legal obligation. Any request for disclosure of user data must be made through official channels, based on an explicit legal basis, and addressed to Friym's legal department at legal@friym.com.

13.2 Data That May Be Disclosed

Friym may disclose to competent authorities the user's identification data, connection data, metadata associated with the accounts concerned, and, where applicable, the content of private messages, strictly limited to what the request requires and in accordance with our Privacy Policy.

13.3 Emergency Requests

In the event of imminent danger to a person's life, Friym may process an emergency request within 24 to 48 hours, provided the request is made by a competent authority and the emergency is duly justified.

13.4 Notification to Users

To the extent permitted by law and by the requesting authority, Friym endeavors to inform the users concerned of requests received regarding them. This notification may be delayed or withheld if a judicial non-disclosure order is in effect.

14. Termination

14.1 Termination by the User

The user may delete their account at any time via their account settings. Deletion results in immediate deactivation of the account and deletion of personal data within 30 days. The user is encouraged to export their data before proceeding with deletion.

14.2 Termination by Friym

Friym reserves the right to suspend or terminate any account, with or without notice depending on the severity of the facts observed, in the following cases: serious or repeated violation of these Terms, proven illegal activity, harm to the

security of the platform or of other users, prolonged inactivity of more than three years, or a court order requiring it.

14.3 Effects of Termination

Termination of an account results in immediate cessation of access to the services. For seller profiles, ongoing transactions are processed in accordance with the terms applicable at the time they were initiated. Amounts owed to the seller for transactions confirmed before termination are paid according to the usual arrangements, less any amount Friym is entitled to withhold.

15. Changes to the Terms

15.1 Right to Modify

Friym reserves the right to modify these Terms at any time, in particular to reflect the evolution of the services offered, to comply with new legal obligations, or to incorporate user feedback.

15.2 Notification

Any substantial change to these Terms will be notified to users by email and by in-app notification, at least 30 days before it takes effect.

15.3 Acceptance

Continued use of the platform after the new Terms take effect constitutes acceptance of them. A user who does not accept the changes must stop using the platform and may delete their account at no cost.

16. Final Provisions and Contact

16.1 Governing Law

These Terms are governed by the law of the Republic of Benin. Any dispute relating to their interpretation, validity, or performance falls under the exclusive jurisdiction of the competent courts of Benin.

16.2 Severability

If a provision of these Terms is declared void or unenforceable, such nullity shall not affect the other provisions, which remain in full force and effect.

16.3 Entire Agreement

These Terms, together with the Privacy Policy and any specific policies published by Friym, constitute the entire agreement between the user and Friym and supersede any prior agreement or communication on the same subject.

16.4 Contact

Legal Department Email: legal@friym.com Phone: +229 01 50 16 47 87 Address: FIDEVO GROUP SAS, Porto-Novo, Republic of Benin Hours: Monday to Friday, 8:00 AM – 5:00 PM (GMT+1)

User Support Email: support@friym.com Standard response time: 5 business days Urgent response time: 24 to 48 hours

Reports and Appeals Email: appeals@friym.com

Security Email: security@friym.com

Press and Partnerships Email: press@friym.com