Friym - FIDEVO GROUP SAS

Terms of Service - v5.0 - effective since 2026-11-02

Terms of Service

> **Version 5.0 — published and effective on 2 November 2026.** It replaces version 4.0 of 16 September 2026. Previous versions remain available as PDFs at the bottom of this page.

Before you scroll through this document, please read this first

This document is a contract. By using Friym, you accept all of it - and it is long, because a platform where people post, talk, buy and sell does not fit into ten lines.

We will not ask you to pretend you have read it. But six points change how the rest reads, and they are the ones people find out about too late. If you read nothing else, read those.

Closing your account does not delete what you posted What actually happens	**Sanctions follow your account, not the profile involved** What that means	**You have 7 days to appeal a sanction** How to do it
If you lose your means of authentication, nobody can rescue you What you must keep	**Friym is not the seller: your contract is with the trader** Who answers for what	**Posting does not guarantee being seen** How your content is distributed

Executive Summary

- **1. Acceptance and scope** - By using Friym, you accept this document in full. It applies to all users without exception.
- **2. What changed in this version** - What is new compared to version 4.0: seller identity verification.
- **3. Definitions** - This section sets out the meaning of the terms used in this document to avoid any ambiguity.
- **4. Eligibility and account creation** - Friym is available from age 13. Creating an account entails providing accurate information and being responsible for its security.
- **5. Securing your account** - What we require for sensitive operations, and what remains solely your responsibility.
- **6. Profile types and features** - Friym distinguishes several profile types with distinct rights and duties, including Pages, which may be run by a team.
- **7. Content and intellectual property** - You keep ownership of your content. By posting it on Friym, you grant us a licence limited to operating the service.
- **8. Distribution and recommendation of content** - Posting does not guarantee distribution. Your feed is ranked by an algorithm whose parameters are published.
- **9. Commerce on Friym - Sellers** - Sellers undertake to offer compliant products, to be honest with their buyers and to follow the platform's commercial rules.

- **10. Commerce on Friym - Buyers** - As a buyer you get a secure purchase flow and, for physical goods, the rights the law grants you.
- **11. Affiliate programme** - By taking part in the affiliate programme, you become responsible for what you promote.
- **12. Reporting, moderation and sanctions** - How to report, what triggers a measure, what is automatic, and how to appeal within 7 days.
- **13. Payments, commission and payouts** - Friym charges a flat 5% commission on each transaction. Sellers are paid automatically every 48 hours.
- **14. Personal data protection** - Friym collects only the data needed to run the service. Your data is never sold.
- **15. Liability and warranties** - Friym is a technical intermediary, provides its services as is and caps its liability. Automated data extraction is prohibited and penalised.
- **16. Cooperation with authorities** - Friym cooperates with competent judicial authorities in strict compliance with legal procedure.
- **17. Account closure and termination** - What closing an account actually does, and what it does not do.
- **18. Changes to these terms** - Friym may amend these Terms. You will be informed in advance.
- **19. Final provisions and contact** - These Terms are governed by Beninese law.

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1. Acceptance and scope

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

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

These Terms incorporate by reference the Privacy Policy, the Child Safety Standards, the Recommender System Transparency Notice, and any specific policy published by Friym in relation to a given feature. The Page Terms and the Terms of Sale apply in addition to those they concern.

Should the user disagree with all or part of these Terms, they must immediately cease using the platform.

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2. What changed in this version

This version changes a single point: **identity verification is now required to get paid for sales, and no longer to open a shop.** A Page can sell as soon as its shop is open, within the limits set by the Terms of Sale (articles 6.4, 9.1 and 13.3).

The changes made by version 4.0 remain described in its PDF, available at the bottom of this page.

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3. Definitions

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

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

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

"Account": the entity tied to an e-mail address, which may hold a personal profile and one or more Pages. Sanctions attach to the Account, not only to the profile concerned.

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

"Page profile" (or "Page"): a profile dedicated to a brand, organisation, business or project, with specific features, which may be run by several members and is subject to the strike system.

"Team member": a user invited to act on a Page, with permissions set by the Page's holder.

"Seller profile": a Page profile that has activated the commerce feature, allowing products or services to be sold directly on the platform.

"Content": any item 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": the share of each transaction taken by Friym in consideration for its intermediation and payment processing services.

"Strike": a warning level assigned to a Page profile based on established violations, classified in three levels: green, yellow and red.

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

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

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4. Eligibility and account creation

4.1 Age requirements

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

4.2 Obligations on sign-up

The user undertakes to provide accurate, complete and up-to-date information when creating their account, including their date of birth.

Access to Friym does not rely on a password: it uses a one-time code sent to the account's e-mail address, or a Google or Apple account. **The user is therefore solely responsible for the security of their mailbox, of their Google or Apple account and of the devices they sign in from**, as well as for all actions taken from their account. Any compromise must be reported without delay to security@friym.com.

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

4.3 Business accounts and Pages

Legal entities wishing to create a Page undertake that the person creating it has the rights and authority to bind that entity. The holder of a Page is answerable for actions taken on it by all members of their team, under the conditions set out in the Page Terms.

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5. Securing your account

5.1 Backup e-mail

You may declare a backup e-mail address, confirmed by a code sent to that address. It is used solely to restore access to your account. You are responsible for its accuracy and for maintaining access to that mailbox.

5.2 Two-step authentication

You may enable two-step authentication based on a third-party authenticator app of your choice (TOTP). Once enabled, access to your account requires, in addition to the code sent by e-mail, a temporary code generated by that app.

Enrolment only takes effect once confirmed by a first valid code. An enrolment started and not confirmed within fifteen (15) minutes is abandoned. You may disable this mechanism at any time from your account settings, subject to the recent proof of identity required by article 5.4.

Every activation of a new factor is notified to you by e-mail. That message contains a link allowing you to cancel the operation for seven (7) days, should you not be behind it.

5.3 Backup codes

When you enable two-step authentication, you are issued a batch of backup codes. They let you access your account if you lose access to your authenticator app.

You must understand three things before enabling this protection:

- **These codes are shown to you only once.** Keep them somewhere other than your phone.
- **Friym cannot give them back to you.** We keep no readable form of them: neither our team nor support can restore them or bypass them.
- **Generating a new batch immediately invalidates the previous one.** Older codes stop working, including those you have not used.

Losing both your authenticator app and your backup codes may result in **permanently losing access to your account**. This consequence is inherent to the protection you chose and cannot be lifted by Friym.

5.4 Recent proof of identity

Any operation affecting your means of access - enabling or removing a factor, changing your backup e-mail - requires a recent authentication, performed from the device you are using and less than ten (10) minutes old. A long-standing

open session is not sufficient to authorise these operations.

5.5 Operations requiring stronger verification

Changing your payout details and transferring a Page to another account require validation of a strong authentication factor. These requirements cannot be bypassed, including at your own request to support. These are the two operations through which a compromised account would do the most damage.

5.6 Security limits

To protect accounts, an authentication procedure in progress expires after five (5) minutes and is permanently invalidated after five (5) failed attempts; a new one must then be started. These limits are not user-configurable and cannot be lifted by support.

5.7 What is on you

Friym cannot restore a security element that was shown to you only once, nor bypass a protection you have enabled. You are the sole holder of your backup codes. Losing your means of access at the same time may result in permanently losing your account, with no way for Friym to give it back to you.

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6. Profile types and features

6.1 Personal profile

The personal profile allows the user to post content, interact with other users, access the feed, use messaging and take part in the affiliate programme. It does not allow products or services to be sold directly.

6.2 Page profile and teams

The Page is intended for brands, organisations, projects and businesses. It gives access to extended features, notably audience analytics and activation of the commerce module.

A Page may be run by several people. Its holder may invite members and assign them specific permissions, each permission opening a defined category of actions. An invitation that is not accepted expires after seven (7) days. The Page holder remains responsible for all actions taken on it, including by their team members. Removing a member immediately ends their access, without erasing the actions already taken or the log that records them.

Pages are subject to the strike system described in article 12.

6.3 Transferring a Page

A Page holder may transfer ownership of their Page to another account. This operation is subject to the stronger verification set out in article 5.3 and transfers responsibility for the Page to the new holder going forward.

6.4 Activating the commerce module

Activating the commerce module is reserved for Pages. It is conditional on accepting the Terms of Sale. Payout of the proceeds of sales is conditional on verifying the identity of the person responsible for the Page and on registering a valid payout number, under those Terms of Sale.

6.5 Messaging

Friym provides a messaging system for exchanges between users. The user remains solely responsible for the content they send through messaging. Private messages are not end-to-end encrypted and are kept for one year. Friym's access to messages is strictly framed and limited to what is necessary for platform safety, moderation, or handling an admissible legal request, in accordance with our Privacy Policy.

6.6 Technical publishing limits

Friym applies technical limits to published content (video length, file size and count, text length, media format). These limits may vary by profile type and observed usage, and may be changed to preserve the operation of the service. They are shown in the app at the time of posting.

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7. Content and intellectual property

7.1 Ownership of content

The user retains all intellectual property rights in the content they publish on Friym. Friym claims no ownership of that content.

7.2 Licence granted to Friym

By publishing content on the platform, the user grants Friym a worldwide, non-exclusive, royalty-free licence to host, store, display, distribute and reproduce that content strictly for the purpose of providing the platform's services, in accordance with the privacy settings chosen by the user.

This licence ends when the content ceases to be accessible on the platform. The user is expressly informed that closing their account does not, in itself, remove content already published: article 17 describes the exact effects, and the licence subsists for such content for as long as it remains accessible.

7.3 User warranties

The user warrants that they hold all necessary rights in the content published and that it does not infringe third-party rights, in particular copyright, image rights or trademark rights. Any infringement of third-party rights engages the user's sole liability.

7.4 Editing published content

A user may edit a post after publication, including its text and accompanying images. Editing does not erase interactions that have already taken place, reports already submitted, or measures already applied to that content.

7.5 Audio content

Voice comments and sounds attached to posts are subject to the same rules as any other content, including as regards prohibited content and moderation.

7.6 Mentions, hashtags and items provided by Friym

Users may mention other profiles, use hashtags and include the graphic assets made available by Friym, in particular stickers. These assets are provided for use within the platform only: they may not be extracted, redistributed or exploited outside Friym. Mentions must not be used to harass a third party or to attribute to them statements they did not make.

7.7 Friym's own property

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 licence to use them, limited to normal use of the services. Any reproduction, extraction or use for other purposes is strictly prohibited.

7.8 Prohibited content

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

- is unlawful under Beninese law or the law applicable in the user's country of residence;
- incites hatred, discrimination or violence based on origin, religion, sex, sexual orientation or any other protected characteristic;
- undermines human dignity, and in particular any content involving child sexual abuse or exploitation, which is absolutely prohibited as detailed in our Child Safety Standards;
- is misleading, fraudulent or likely to deceive other users;
- constitutes harassment, intimidation or defamation of a third party;
- infringes third-party intellectual property rights;
- contains malware or any code designed to harm the platform or its users.

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8. Distribution and recommendation of content

8.1 Publishing is not being distributed

Friym's main feed is not chronological. Content is selected and ordered by a recommender system. Publishing content that complies with these Terms confers no right to any particular distribution, audience or level of visibility.

8.2 Transparency of parameters

The main parameters of the recommender system - the sources from which suggested content is drawn, the criteria that push content up or down, and the signals through which you can influence it - are published in the Recommender System Transparency Notice.

8.3 Reduced distribution

Friym may reduce or stop the distribution of content in the feed, trends, suggestions, explore and search without removing it from the platform, in particular where it has been reported, where it may breach these Terms, or where its author has closed their account. This measure is distinct from removal and falls under article 12.

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9. Commerce on Friym - Sellers

9.1 Access to seller status

Only Pages may activate the commerce module. Activation is conditional on accepting the Terms of Sale. The seller undertakes to provide truthful and verifiable identity information. Its verification and the registration of a valid payout number are conditions for paying out the proceeds of their sales.

9.2 Seller obligations

The seller undertakes to:

- offer only products and services they lawfully own or are legally entitled to sell;
- provide an accurate, complete and non-misleading description of each product or service offered, including, for a physical good, its main characteristics and the shipping costs and timeframes;
- deliver the product or service on the terms 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;
- refrain from artificially inflated pricing or misleading commercial practices.

9.3 Permitted products and services

Digital goods, services and physical goods may be sold on Friym, provided they are lawful, clearly described and compliant with these Terms. Creator subscriptions will be enabled in a later update of the platform, without requiring fresh acceptance of these Terms. Friym reserves the right to remove any product or service deemed non-compliant.

9.4 Prohibited products and services

The following are strictly prohibited from sale on Friym, without this list being exhaustive:

- illicit substances, weapons and war materiel;
- counterfeit goods and products infringing intellectual property rights;
- dangerous products not compliant with applicable standards;
- services that are unlawful or contrary to public order;
- third parties' personal data.

9.5 Badges and labels displayed

Friym may display labels such as "seller" or "verified" on a profile. These labels mean that the holder satisfied the corresponding access checks as at the date they were granted. **They constitute neither a Friym guarantee as to product quality, nor an endorsement of the seller, nor any assurance that their orders will be fulfilled.**

9.6 Seller liability

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

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10. Commerce on Friym - Buyers

10.1 Purchase flow

Purchasing a product or service on Friym takes place entirely within the platform, with no redirection to a third-party site. Payment confirmation constitutes acceptance of the seller's offer and formation of the sales contract between buyer and seller.

10.2 Your rights by product type

Refund, withdrawal, delivery and warranty terms differ depending on whether the item is a digital good, a service or a physical good. They are set out in the Terms of Sale, which form an integral part of your relationship with the seller.

Nothing in these Terms may deprive a buyer of the mandatory rights granted to them by the law applicable in their country of residence, in particular as regards withdrawal, conformity and legal warranty.

10.3 Reporting and dispute procedure

In the event of a dispute with a seller, the buyer must first contact the seller through the platform's messaging. Failing an amicable resolution within 5 days, the buyer may refer the matter to Friym through the reporting form available in the app. Friym rules at first instance on the basis of the evidence provided by both parties. Friym's decision is notified to both parties in writing.

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11. Affiliate programme

> The affiliate programme described in this article is not enabled as at the publication date of these Terms. It will be made available in a later update, without requiring fresh acceptance.

The affiliate programme allows any user to generate a personalised link to the product of a seller who has enabled affiliation. If a buyer makes a purchase through that link within 30 days of their first click, the affiliate earns a commission on the sale amount.

The commission rate is set by the seller when enabling affiliation on their product. It is fixed at the time the affiliate generates the link and cannot be changed retroactively for links already generated.

The affiliate is solely responsible for the claims, promises or descriptions they make when promoting a product. They may not promise features, performance or results that the product does not guarantee. Any misleading practice engages the affiliate's sole liability and may result in their suspension from the programme.

Commissions earned are credited to the affiliate's Friym wallet upon confirmation of the transaction and follow the same payout terms as sellers' revenues, described in article 13.3. Where a sale is refunded, the corresponding affiliate commission is cancelled.

The **Influx partner programme** is a separate scheme, governed by its own Partner Programme Terms.

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12. Reporting, moderation and sanctions

12.1 Reporting content or behaviour

Any user may report a post, comment, product or profile from within the app. The reasons offered cover in particular spam, scams, counterfeiting, prohibited products, offensive, sexual or violent content, copyright infringement, and a free-form reason for cases not otherwise covered.

A given profile may report the same target only once, and the number of reports that may be submitted over a 24-hour period is capped. These limits are intended to prevent coordinated reporting campaigns.

A report may also be sent to **report@friym.com**. Content endangering a minor falls under the priority procedure described in our Child Safety Standards.

12.2 What follows a report

Friym reviews the reports it receives and decides on the appropriate measures. **Friym does not provide the reporter with individual follow-up on their report**, except where applicable law requires it. The reporter's identity is never disclosed to the person reported.

12.3 Automatic suspension of content

Where a piece of content reaches a set threshold of reports awaiting review, it is automatically made inaccessible, without prior human intervention, pending review. **This is a precautionary measure, not a decision on the merits.** The author is informed and may appeal it under article 12.6; the human review that follows may result in the content being reinstated.

12.4 Copyright infringement

A report based on copyright infringement follows a separate procedure. The rights holder, or their representative, may send a notice to **legal@friym.com** identifying the disputed content, identifying the protected work, giving their contact details and a good-faith statement. Friym handles such notices diligently and may remove the content. The author of removed content is informed and may submit observations to the same address. Manifestly unfounded or abusive notices may result in measures against their sender.

12.5 Available measures

Depending on the seriousness and repetition of the facts, the following measures may be taken:

- removal or reduced distribution of the content concerned;
- temporary restriction of certain features: posting, messaging, social interactions, commercial activity;
- temporary or permanent suspension of the account;
- for Pages, assignment of a strike under the scale described in article 12.7.

Sanctions attach to the account and not only to the profile the facts originated from. Creating a new account to circumvent a sanction is a serious violation of these Terms.

A sanctioned user is informed of the measure taken, its scope and its duration from within the app.

12.6 Appeals

Any moderation measure may be appealed within **seven (7) days** of its notification, from the appeal screen provided in the app or in writing to **appeals@friym.com**. The request must set out the grounds of the appeal and include any useful evidence. Friym reviews the request and notifies its decision. The decision on appeal is final within the platform, without prejudice to the remedies available under applicable law.

> **Transitional provision.** The seven-day period set out in this article applies to measures notified on or after **8 October 2026**. Measures notified before that date remain appealable within thirty (30) days, in accordance with the previous version of these Terms.

12.7 Page strike system

The strike system applies exclusively to Pages. Every Page starts with no strike.

Green strike - first warning level, assigned for a minor violation or a first offence. It entails restrictions on certain secondary actions, specified in the notification.

Yellow strike - second level, assigned for a more serious violation or a repeat offence after a green strike. It entails broader restrictions on major features: content distribution, commercial transactions, access to certain tools.

Red strike - third and final level. It entails full suspension of the Page and interruption of transactions in progress. A Page reaches red only from yellow; no Page can go directly from green to red.

Reinstatement - a Page that has reached red strike may be reinstated if its holder provides sufficient evidence that they are not the author of the established violations, in particular where the account was demonstrably compromised. The Page is then returned to yellow strike and placed under observation. Progress back down is step by step; no strike may be removed directly from red.

12.8 Blocking between users

Any user may block another profile. A block may cover all interactions, messaging only, or social interactions only. Blocking is a personal measure: it entails no sanction and no review by Friym, and does not prevent you from also reporting the profile concerned.

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13. Payments, commission and payouts

13.1 Friym commission

Friym charges a flat commission of five per cent (5%) on the gross amount of each commercial transaction carried out on the platform. This commission is taken automatically at the time the payment is processed. The seller receives the net balance, being the transaction amount less the Friym commission and any applicable payment processing fees.

This commission rate is public and fixed. Any change will be notified in advance in accordance with article 18. No hidden commission applies.

13.2 Payment processing

Payments are processed by one or more payment service providers partnered with Friym, including in particular the mobile money operators active in the geographies the platform covers. Friym is not a payment institution, does not hold users' funds and does not store their complete banking details.

13.3 Seller payouts

Sums due to sellers after deduction of the Friym commission are credited to their seller balance upon confirmation of the transaction. Once the seller's identity is verified and their Mobile Money number registered, payout to that number

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 and fifty thousand (150,000) CFA francs per payout. Any amount above that cap or below the minimum threshold is carried over to the next automatic payout.

13.4 Balance holds

Friym may freeze all or part of a seller's balance in the event of an ongoing dispute, suspected fraud, a request from a competent authority, or a moderation measure affecting commercial activity. The seller is informed of the hold and its reason. The hold is lifted once the situation that caused it is resolved; the sums concerned remain the seller's to the extent they are actually due to them.

13.5 Creator subscriptions

Creator subscriptions are not enabled as at the publication date of these Terms and will be made available in a later update, without requiring fresh acceptance.

13.6 Withdrawing funds

Only the automatic payout described in article 13.3 is available; no manual withdrawal is offered. This may change later, in which case these Terms will be updated accordingly.

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14. Personal data protection

14.1 Data controller

The controller for personal data collected through 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.

14.2 Reference to the Privacy Policy

The categories of data collected, their purposes, their retention periods, the providers they are passed to and users' rights are described in detail in the Privacy Policy, which forms an integral part of these Terms. Friym does not sell or transfer its users' personal data to third parties for commercial purposes.

14.3 Retention periods

Retention periods are set out in article 10 of the Privacy Policy. **Users are expressly informed that certain categories of data are subject to no automatic expiry**, and that closing an account does not entail their erasure, under the terms of article 17.

14.4 Security

Friym implements appropriate technical and organisational measures to protect personal data against unauthorised access, disclosure, alteration or destruction. Access to data, including private messages, is strictly limited internally to the people who need it to operate, secure and moderate the platform.

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15. Liability and warranties

15.1 Services provided as is

Friym's services are provided **as is and as available**. Friym uses reasonable efforts to keep the platform working properly, but does not warrant continuous, uninterrupted availability, and disclaims any express or implied warranty as to performance, compatibility, freedom from error or fitness for a particular purpose.

15.2 What Friym does not warrant

In particular, and without this list being exhaustive, Friym does not warrant:

- that the platform will be available without interruption, delay or error, or that a defect will be fixed within any given time;
- that content published by other users is accurate, lawful, truthful or as described;
- that a seller will perform their obligations, or that a product will meet the buyer's expectations;
- that published content will reach any particular audience, distribution or level of engagement;
- that the platform will be compatible with any particular device, operating system or app version, especially where the user has not installed the latest release;
- that content deleted, an account closed, or data lost through the user's own action can be restored.

15.3 Content and conduct of other users

Friym hosts and distributes content produced by its users. It is neither the author nor the guarantor of that content. Friym does not review content before publication and has no general monitoring obligation.

Friym's liability for content published by a third party can only be engaged under the conditions provided by applicable law, that is, from the point at which it has actual knowledge of its manifestly unlawful character and fails to act promptly to remove it. How to report content is set out in article 12.

15.4 Transactions between users

The sales contract is formed between the buyer and the seller. **Friym is not a party to that contract**, sells nothing in its own name, is not a merchant of record and is not a payment institution.

Friym is not responsible for the performance, non-performance or defective performance of an order, nor for the quality, conformity, safety or lawfulness of a product. Its role is limited to connecting the parties, orchestrating the order and handling disputes as described in the Terms of Sale.

15.5 Limitation of liability

To the extent permitted by applicable law, Friym's total liability to a user, on all grounds combined and for all damage suffered, shall not exceed the greater of one hundred thousand (100,000) CFA francs and the total amount paid by the user to Friym over the twelve months preceding the event giving rise to the damage.

Friym shall not be liable for indirect or intangible damage, of whatever nature or basis, including: loss of revenue, profits, customers or business opportunity, loss or corruption of data, harm to reputation, or loss resulting from business interruption.

15.6 What these limitations do not cover

The limitations and exclusions in this article **do not apply**:

- in the event of wilful misconduct, intentional fault or gross negligence by Friym;
- in the event of personal injury or loss of life;
- where the law applicable to the user prohibits such a limitation, in particular where they act as a consumer;
- to Friym's mandatory legal obligations regarding the protection of personal data.

Nothing in these Terms is intended or shall operate to deprive a user of a right the law grants them mandatorily.

15.7 User liability and indemnity

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

The user undertakes to indemnify and hold Friym harmless against any claim, action, award, penalty, defence cost and reasonable fees arising from content they published, from a breach of these Terms, or from an infringement of a third party's rights.

15.8 Automated use and data extraction

Unless Friym has given prior written authorisation, it is prohibited to:

- access the platform, its content or its interfaces by automated means - bot, script, scraper, indexing agent, extraction tool or model-training tool;
- collect, copy, aggregate, store or reuse all or a substantial part of the platform's content, profiles, products or data, including where they are publicly accessible;
- circumvent a technical limitation, quota, authentication measure or access restriction;
- create, operate or make available an automated account, multiple accounts or shared access intended to circumvent these Terms;
- place an abnormal load on Friym's infrastructure relative to normal human use.

These prohibitions protect the integrity of the service and the data of its users. Friym may block any infringing access without notice, independently of any other measure.

15.9 Liquidated damages for mass extraction

Where article 15.8 is breached, and where the user is not acting as a consumer, the parties agree that the loss suffered by Friym - infrastructure load, harm to the security of its users' data, detection and remediation costs - is difficult to establish precisely.

They accordingly agree on liquidated damages of **ten million (10,000,000) CFA francs per started tranche of one million (1,000,000) items** - posts, comments, profiles, products or listings - viewed, extracted or copied in breach of article 15.8 over a twenty-four (24) hour period.

The parties acknowledge that this amount is a reasonable estimate and not a private penalty. It does not prevent recovery of a greater duly established loss, nor the exercise of any other remedy. It applies neither to users acting as consumers, nor to access authorised by Friym, nor to indexing by search engines in accordance with the directives Friym publishes.

15.10 Interim relief

The user acknowledges that a breach of article 15.8, an attack on the security of the platform, or repeated breaches of these Terms cause Friym harm for which monetary compensation alone is not an adequate remedy. Friym may accordingly seek any urgent, interim or protective measure from the competent court, in addition to any claim for damages.

15.11 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 conflict, pandemics, decisions of a public authority, failures of critical infrastructure, telecommunications networks or energy supply, and major cyberattacks.

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16. Cooperation with authorities

16.1 General principles

Friym cooperates with competent judicial and administrative authorities where 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 legal@friym.com.

16.2 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 within the limits of the request made and in accordance with our Privacy Policy.

16.3 Emergency requests

Where there is an imminent danger to a person's life, Friym may handle an emergency request within 24 to 48 hours, provided the request comes from a competent authority and the urgency is duly justified.

16.4 Notice to users

To the extent permitted by law and by the requesting authority, Friym endeavours to inform affected users of requests received about them. Such notice may be deferred or withheld where a judicial non-disclosure order is in force.

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17. Account closure and termination

17.1 Closure by the user

The user may close a Page or their entire account at any time from the app settings. Closing the account closes all Pages it holds. Access is cut immediately.

For **thirty (30) days**, the operation remains reversible: the user may restore their account and find their profiles, content and relationships as they were.

17.2 What closure does, and what it does not do

At the end of the thirty-day period, the user's record is moved to an archive space separate from the live service. This move releases the account's e-mail address and the username of a closed Page, which become available again.

Closing an account does not delete content already published. Such content is handled as follows:

- the author's name and picture are replaced by a generic label;
- the content ceases to be distributed in the feed, trends, suggestions, explore and search;
- it remains accessible via direct link and within the comment threads it belongs to;
- private conversations become read-only, with the user's identity replaced;
- orders and transaction history are retained.

This choice is deliberate: removing such content would punch holes in exchanges written by other users and in order histories, where the buyer must be able to find what they bought.

The conditions under which archived data is de-identified or kept for a legal or security reason are described in article 11 of the Privacy Policy.

17.3 Termination by Friym

Friym reserves the right to suspend or terminate any account, with or without notice depending on the seriousness of the facts, in the following cases: serious or repeated breach of these Terms, established unlawful activity, harm to the security of the platform or of other users, prolonged inactivity of more than three years, or a court decision requiring it.

17.4 Effects on commercial activity

For seller profiles, transactions in progress are handled in accordance with the terms applicable when they were initiated. Sums due to the seller for transactions confirmed before closure are paid to them under the usual arrangements, less any amount Friym is entitled to withhold. Closing an account does not end the seller's obligations towards buyers whose orders have not been fulfilled.

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18. Changes to these terms

18.1 Right to amend

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

18.2 Notice

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

18.3 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 cease using the platform and may close their account free of charge.

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19. Final provisions and contact

19.1 Governing law

These Terms are governed by the law of the Republic of Benin. Any dispute relating to their interpretation, validity or performance falls within the exclusive jurisdiction of the competent courts of Benin, without prejudice to mandatory legal provisions applicable to the user in their country of residence.

19.2 Severability

If any provision of these Terms is held void or unenforceable, that invalidity shall not affect the remaining provisions, which remain in full force.

19.3 Entire agreement

These Terms, together with the Privacy Policy and the 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.

19.4 Contact

Legal department Email: legal@friym.com Phone: +229 0121261018 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

Content reports Email: report@friym.com

Appealing a sanction Email: appeals@friym.com

Security Email: security@friym.com

Child safety Email: childsafety@friym.com

Press and partnerships Email: press@friym.com