



Xhawi Marketplace Terms and Conditions

These Terms and Conditions (the “Policy”) are binding upon all users of the Xhawi marketplace (“Xhawi” together with “we,” “us,” and “our”). This Policy forms a legally binding contract between each user (“you” or “consumer”) of the Services and Xhawi. By accessing or using the Services, you agree to the terms outlined in this Policy, along with the Privacy Policy and any other policies published by Xhawi.

1. Acceptance of Policy

By using the Xhawi Services, including browsing the Xhawi website, mobile apps, or other services, you acknowledge and agree to the terms of this Policy. Continued use of the Services constitutes acceptance of these terms and any amendments published by Xhawi from time to time.

2. Product Warranty and Liability

a. Independent Sellers

Xhawi is a platform that connects buyers and independent sellers. Products listed on Xhawi are sold directly by third-party sellers and not by Xhawi.

- Xhawi does not produce, manufacture, or inspect items sold through the platform unless explicitly stated in the seller agreement.
- Xhawi makes no warranty regarding the quality, accuracy, or fitness for a particular purpose of products sold.

b. Warranty Coverage

- Products are warranted for manufacturing defects only and do not cover damage from usage, physical damage, or normal wear and tear.
- Replacement Policy: Items with manufacturing defects may be replaced with a similar model within 15 days of purchase.
- Warranty Period: All products carry a one-year warranty from the date of purchase unless stated otherwise.
- Products must be inspected by the customer during delivery to confirm they meet expectations. Any concerns must be reported at the time of delivery.

3. Content Accuracy and User Interactions

a. Product Information



Xhawi does not guarantee the accuracy, intellectual property compliance, or legality of product descriptions or other content provided by sellers. Users acknowledge that this responsibility lies with the independent seller.

b. Interactions with Sellers

Xhawi does not screen individual sellers or buyers. Consumers interact with sellers at their own risk. By using the marketplace, you release Xhawi from any liability arising from user interactions or transactions.

4. Returns, Exchanges, and Refunds

- Products eligible for return or exchange must be in re-saleable condition, including original packaging and accessories.
- Xhawi reserves the right to refuse a return or exchange at its discretion.
- Picture identification may be required for returns or exchanges.
- Refunds will only be processed after the seller has received and inspected the returned item.

5. Third-Party Links

The Xhawi platform may include links to third-party websites or services. Xhawi is not responsible for the availability, content, or functionality of such third-party links. Users access these at their own risk.

6. No Warranties

The Xhawi Services are provided on an “as-is” basis without any warranties, express or implied. Xhawi disclaims warranties as to title, merchantability, non-infringement, and fitness for a particular purpose.

7. Service Availability

Xhawi does not guarantee that the Services will be available, secure, or free from defects, viruses, or errors. Access may vary by browser, device, and operating system.

8. User Responsibility

Consumers use the Xhawi marketplace at their own risk. All costs associated with the use of the platform, including hardware, software, and internet fees, are the responsibility of the user.

9. Limitation of Liability

To the fullest extent permissible by law, Xhawi and its employees, officers, directors, or agents shall not be liable for:



- Loss of profit, revenue, or data.
- Consequential, incidental, indirect, special, or punitive damages, even if Xhawi was advised of such possibilities.

10. Indemnity

Consumers agree to indemnify and hold Xhawi harmless from any claims, losses, damages, or expenses arising from:

- Breach of this Policy.
- Misuse of the platform.
- Violations of third-party rights.

11. Governing Law and Disputes

This Policy is governed by the laws of the Sultanate of Oman. Disputes shall be resolved exclusively by the courts of the Sultanate of Oman.

12. Severability

If any provision of this Policy is deemed unenforceable, the remaining provisions shall remain in full force and effect.

13. Non-Waiver

Xhawi's failure to enforce any provision of this Policy does not constitute a waiver of such provision.

14. Assignment

Xhawi reserves the right to assign its rights and obligations under this Policy to a third party.

15. Amendments

Xhawi reserves the right to modify this Policy at any time. Updates will be published on the platform, and continued use of the Services constitutes acceptance of the revised terms.

By using Xhawi, you agree to these Terms and Conditions. For inquiries, contact Xhawi customer support.