

Website Terms of Use

Public platform terms for Sharara users

K2026480232 (South Africa) (Pty) Ltd, trading as Sharara, registration number 2026/480232/07

Jurisdiction: Republic of South Africa

Effective date: 12 October 2026

1. About these Terms

These Website Terms of Use govern access to and use of the Sharara website, app, marketplace, accounts, content, listings, checkout, seller tools, buyer tools, messages, and related services (Platform).

The Platform is operated by K2026480232 (South Africa) (Pty) Ltd, trading as Sharara, registration number 2026/480232/07, with principal address 6 Lynford Place, Durban, 4051.

By using the Platform, creating an account, listing an item, buying an item, or contacting another user through Sharara, you agree to these Terms and any additional policies referenced in them.

2. Sharara's role as marketplace facilitator

Sharara provides technology and marketplace services that allow sellers and buyers to connect. Unless expressly stated otherwise, Sharara is not the owner, manufacturer, importer, retailer, cleaner, repairer, authenticator, insurer, storage provider, or courier of items listed by sellers.

The sale or rental contract for an item is between the seller and buyer, subject to Sharara platform rules, payment rules, dispute process, and any consumer rights that cannot lawfully be excluded.

Sharara may assist with payments, checkout, delivery coordination, dispute handling, refunds, moderation, and trust and safety, but this assistance does not make Sharara the seller of the item unless stated in writing.

3. Accounts and eligibility

- You must provide accurate information and keep your account secure.
- You may not use another person's account, create fake accounts, impersonate others, or bypass platform rules.
- Sharara may require identity, contact, payment, address, or seller verification before allowing sales, payouts, rentals, or high-risk activity.
- Users under 18 may use the Platform only with consent and supervision of a parent or legal guardian.

4. Listings and content

Sellers are responsible for the accuracy, legality, condition, authenticity, availability, price, photos, descriptions, measurements, colour, defects, alterations, stains, damage, usage history, and delivery readiness of their listings.

Users grant Sharara a non-exclusive, worldwide, royalty-free licence to host, display, reproduce, crop, format, promote, and use listing content and user content for operating, marketing, and improving the Platform.

Sharara may remove, edit, hide, reject, or moderate listings or content that breaches policies, creates legal or trust risk, appears misleading, or harms the Platform.

5. Prohibited items and conduct

- No counterfeit, stolen, unsafe, illegal, infringing, misrepresented, unhygienic, or prohibited items.
- No off-platform circumvention where a user uses Sharara to find the transaction and then avoids Sharara fees or protections.
- No harassment, threats, discriminatory conduct, fraud, spam, fake reviews, platform manipulation, scraping, or unauthorised data collection.
- No upload of malware, unauthorised code, or content that infringes IP or privacy rights.

- No attempt to access accounts, payment systems, seller data, buyer data, or platform infrastructure without authorisation.

6. Pricing, fees, payment, and payout

Prices, delivery fees, platform service fees, seller fees, admin fees, taxes, discounts, and total checkout amounts will be displayed or described before payment where applicable.

Sharara may charge sellers and/or buyers commission, service fees, delivery administration fees, payment processing fees, cancellation fees, dispute fees, or other fees disclosed in the applicable policy or checkout flow.

Seller payouts may be delayed, reserved, adjusted, reversed, or withheld where necessary for delivery confirmation, refunds, chargebacks, fraud checks, disputes, policy breaches, tax/legal compliance, or suspected risk.

7. Delivery

Delivery may be provided by independent couriers or logistics providers. Delivery times are estimates unless stated as guaranteed. Users must provide accurate delivery information and be available for collection or delivery.

Risk, responsibility, and claims for loss, theft, damage, late delivery, failed collection, wrong address, or courier issues must be handled under the Buyer Checkout, Returns and Delivery Policy and any non-excludable legal rights.

8. Returns, cancellations, refunds, and disputes

Returns, cancellations, refunds, non-delivery, damaged items, misdescription, authenticity concerns, and rental disputes are handled under the Buyer Checkout, Returns and Delivery Policy and Seller Marketplace Agreement.

Sharara may require evidence, photos, delivery records, item inspection, seller response, buyer response, and other information before deciding a platform dispute outcome.

Sharara dispute outcomes may include refund, partial refund, return, payout release, payout hold, listing removal, seller warning, account suspension, or referral to external dispute channels.

9. Rentals

Some items on the Platform can be rented. Every rental is subject to the Sharara Rental Terms (sharara.co.za/assets/legal/rental-terms.pdf), which form part of these Terms and cover the rental period, deposits, cancellation, delivery and return, care of the item, inspection and deposit claims, and responsibility for damage or loss.

10. Intellectual property

Sharara owns or licenses the Platform, brand, software, designs, copy, layout, user experience, and marketplace content, excluding user-owned listing content. Users may not copy, scrape, modify, reverse engineer, or misuse the Platform.

11. Privacy

Sharara processes personal information according to the Sharara Privacy Policy. By using the Platform, users acknowledge that personal information may be used for accounts, orders, delivery, payment support, fraud prevention, dispute handling, seller/buyer communication, analytics, and legal compliance.

12. Suspension and termination

Sharara may suspend or terminate access, hide listings, withhold payouts, or restrict features where a user breaches Terms, creates safety/legal/trust risk, provides false information, circumvents fees, misuses data, or harms other users or the Platform.

13. Disclaimers and limitation of liability

To the maximum extent permitted by law, the Platform is provided on an as-is and as-available basis. Sharara does not guarantee uninterrupted availability, error-free operation, item quality, seller performance, buyer performance, courier performance, or that user content is complete or accurate.

Nothing in these Terms excludes liability that cannot legally be excluded. Subject to that, Sharara's liability is limited to the greater of the fees paid to Sharara for the disputed transaction or R1,000.

14. Complaints and contact

Complaints, legal notices, privacy requests, and support queries may be sent to support@sharara.co.za or 6 Lynford Place, Durban, 4051. Sharara may require account verification before acting on a request.

15. Governing law

These Terms are governed by the laws of the Republic of South Africa. The parties must try to resolve disputes through the Platform support process before escalating to formal legal remedies, unless urgent relief is required.