



MO PRODWI LTD

Terms & Conditions

Trading as Mo Prodwi - Buy & Sell Online - Mauritius

Effective date	31 May 2026	Legal entity	MO PRODWI LTD
Trading / business name	Mo Prodwi	Company BRN	C26235155
Business registration card issue date	28 May 2026	Business start date	25 May 2026
Contact	+230 5511 1865 (WhatsApp/Call)	Business activity	Online marketplace, marketing/referral service & non-foodstuff retail-related services
For the purposes of these Terms & Conditions, "Mo Prodwi" refers to MO PRODWI LTD, trading as Mo Prodwi.			
MO PRODWI LTD - Terms & Conditions			

1) What Mo Prodwi is

Mo Prodwi is a marketing and referral service that helps owners ("Sellers") advertise second-hand items and connect with potential buyers ("Buyers"). We support sellers by preparing listings, improving or organising content where needed, giving pricing guidance, promoting items across our platforms, and handling initial buyer enquiries so serious leads may be directed to the seller.

Mo Prodwi does not own the items and does not guarantee a sale unless clearly stated in writing for a specific item. Final inspection, agreement, payment completion, and handover remain between the Buyer and Seller, and buyers are encouraged to inspect and test items before purchase.

2) Acceptance of these Terms

By submitting a listing request through Google Form, WhatsApp, Instagram, Facebook, direct message, or any other channel used by Mo Prodwi, the Seller confirms that they have read, understood, and accepted these Terms & Conditions.

3) Eligibility & authority to sell

The Seller confirms that:

- they are the legal owner of the item or have permission to sell it;
- the item is not stolen, counterfeit, illegally imported, or under dispute; and
- the item is safe and lawful to sell in Mauritius.

Mo Prodwi may request proof of ownership, including a receipt, serial number photo, or similar supporting evidence for higher-value or sensitive listings.

4) Listing accuracy (photos, description, condition)

The Seller is responsible for providing truthful, complete, and non-misleading information about the item, including:

- the correct item description and real condition;
- known defects, damage, repairs, missing parts, and usage history;

- any hygiene, stain, odour, dirt, wear, or cleanliness issue that could reasonably affect a Buyer's decision to reserve, inspect, or purchase the item; and
- clear photos or videos that fairly represent the item and do not create a misleading impression.

If information is intentionally hidden, false, or materially incomplete, Mo Prodwi may remove the listing immediately and apply any applicable fees already incurred.

5) Items we can refuse/remove

Mo Prodwi may refuse or remove any listing at any time, including items that are recalled or unsafe, illegal, prohibited by platform policy, suspicious, counterfeit or replica items presented as original, or otherwise unsuitable for the service.

6) Fees, pricing methods & payout structure

For each item, Mo Prodwi may apply either: (A) a commission model, generally 13%; and/or (B) a Net-to-Seller payout method, depending on the item and the arrangement agreed with the Seller.

A) Commission method (generally 13%)

Mo Prodwi charges a commission on the confirmed sale price, being the final agreed amount between Seller and Buyer. The standard commission is generally 13%; however, the exact percentage may vary depending on the item, category, or commercial arrangement.

B) Net-to-Seller payout method

- The Seller agrees on the minimum amount they want to receive.
- Mo Prodwi may list the item at a higher price.
- Any amount above the Seller's agreed payout is retained by Mo Prodwi as service and handling fees, which may include marketing, negotiation, administration, coordination, delivery logistics, and other operational costs related to the sale.
- Under this method, the Seller accepts that the public listing price may be higher than their payout amount.

Anti-lowball / fee-avoidance protection

If the Seller completes a sale at a lower price than what was agreed or advertised, without prior written agreement from Mo Prodwi, Mo Prodwi may still charge fees or commission based on the original agreed selling price, advertised price, or agreed seller payout, whichever applies to the listing.

7) Listing fee (mandatory)

Mo Prodwi applies a listing fee of Rs 190 - Rs 350 depending on the item and category. This fee supports administration, content preparation, posting, lead handling, and related listing work. The listing fee is non-refundable once listing work has started.

8) Cancellation / withdrawal by Seller

If the Seller cancels or withdraws a listing after promotional work has started, including posting, content creation, handling leads, negotiations, or sponsored advertising, a cancellation fee of Rs 250 - Rs 700 may apply.

- The cancellation fee depends on the item type and the amount of promotional work completed, including the number of sponsored ads made, if any.
- Cancellation fees are applicable only after promotional work has started.
- Any cancellation fee under this section is separate from, and may be charged in addition to, any reimbursement or seller-breach handling charge due under Section 9A.

9) Buyer payments & part-payment to Mo Prodwi (Reservation)

In some cases, a Buyer may make a part-payment to Mo Prodwi to reserve an item.

- Reservation means Mo Prodwi may temporarily mark the item as reserved or held and may limit further negotiations while the Buyer finalises arrangements.
- Reservation terms, including amount, validity period, and conditions, may vary by item.

9A) Seller responsibility where a reservation must be refunded

Where a Buyer has paid a reservation amount, deposit, or part-payment to Mo Prodwi, and Mo Prodwi is required to refund that amount because of any act, omission, misrepresentation, or breach by the Seller, the Seller shall reimburse Mo Prodwi accordingly.

This includes, without limitation, where: (a) the item is materially different from the description, photos, videos, or disclosures provided by the Seller; (b) the item has undisclosed defects, damage, missing parts, hygiene issues, stains, odour, dirt, or other condition problems not previously disclosed; (c) the item is unavailable, withdrawn, sold elsewhere, or not ready for agreed inspection or pick-up; (d) the Seller refuses, delays, or fails to complete the transaction after a reservation has been accepted; or (e) the Seller otherwise breaches these Terms & Conditions.

In such cases, the Seller shall, upon demand by Mo Prodwi, pay either: (i) the full refund amount; or (ii) a seller-breach handling charge equal to 30% of the amount paid for reservation, subject to a minimum of Rs 300 and a maximum of Rs 2,000, as determined by Mo Prodwi.

The applicable amount shall be payable within 3 calendar days of notice from Mo Prodwi and is without prejudice to any listing fee, cancellation fee, exclusivity breach fee, sponsored ad cost, commission, net-to-seller adjustment, or any other amount already due under these Terms & Conditions.

Where any amount is already due by Mo Prodwi to the Seller, Mo Prodwi may deduct the applicable amount before any payout is released.

10) No guarantee of sale

Mo Prodwi promotes items and connects leads but does not guarantee that an item will sell, the time it will take to sell, or the final selling price.

11) Communication & availability

To keep a listing active, the Seller must respond within a reasonable time, confirm availability when requested, and inform Mo Prodwi immediately if the item is sold elsewhere, reserved, unavailable, or no longer for sale. Repeated non-response may lead to delisting.

12) Buyer inspection recommendation

Buyers are strongly encouraged to inspect and test the item before purchase, including checking condition, completeness, and functionality, in order to reduce the risk of disputes.

13) Exclusivity of Sale (14 Days)

Once listed, Mo Prodwi holds exclusive rights to advertise and sell the item for 14 days unless otherwise agreed in writing. During this period, the Seller agrees not to advertise or sell the same item elsewhere.

If the item is sold through another source within this 14-day period, an Exclusivity Breach Fee of Rs 500 applies to cover advertising and administration costs.

14) Bad faith, bypassing & non-payment

If a Seller uses Mo Prodwi to obtain leads or services and then avoids paying applicable fees, including the listing fee, commission, cancellation fee, breach fee, Section 9A charges, or other lawful amounts due, Mo Prodwi may:

- serve a formal notice (mise en demeure) for the sum payable;
- pursue legal action as advised and as permitted under Mauritian law;
- refuse future services and keep internal records for business protection; and
- post a business notice on Mo Prodwi social media platforms outlining that services were used without fulfilling payment obligations, provided such notice is truthful and lawful.

15) Content permission (photos/videos)

By sending photos or videos, the Seller grants Mo Prodwi permission to use them for marketing purposes, including on Facebook, Instagram, WhatsApp, TikTok, and the website, until the listing is removed.

16) Delivery terms

Where delivery is arranged or facilitated by Mo Prodwi, such arrangement is provided for convenience only unless otherwise expressly confirmed in writing by Mo Prodwi. Delivery may be carried out by the Seller, the Buyer, a third-party driver, courier, or other external provider. Delivery fees, timing, access, loading, unloading, and related arrangements may vary by item and shall be agreed between the relevant parties.

Mo Prodwi shall not be liable for delays, failed delivery attempts, transport damage, loss, theft, or issues caused by third-party delivery providers, except to the extent liability cannot lawfully be excluded.

17) Proof of Agreement

Communications, approvals, confirmations, and instructions made through Google Form, WhatsApp, Instagram, Facebook, direct message, email, phone, payment of a listing fee, acceptance of a reservation, or any other channel used by Mo Prodwi may be relied upon by Mo Prodwi as valid proof of agreement, consent, approval, instruction, and acceptance of these Terms & Conditions and of the relevant arrangement, unless Mo Prodwi expressly requires a signed written document.

18) Privacy

Mo Prodwi may collect the Seller's or Buyer's name, phone number, and general location area to operate the service, communicate with users, and connect buyers and sellers. Data is used only for service operations, communication, and reasonable business record-keeping.

19) Dispute resolution

In the event of any dispute arising out of or relating to this Agreement, the parties shall first attempt to resolve the dispute through good faith negotiations. If unresolved, the dispute shall be referred to the competent courts of Mauritius, and the decision shall be final and binding.

20) Limitation of liability

All items are sold "as-is" and "where-is" by the respective Sellers. Mo Prodwi makes no representation or warranty, express or implied, regarding the condition, safety, legality, authenticity, listing accuracy, or authority of a Seller to sell any item.

To the fullest extent permitted by law, Mo Prodwi shall not be liable for indirect, incidental, special, or consequential damages, including personal injury, property damage, or loss of profit resulting from defective, unsafe, or misrepresented items purchased through the service.

In the event of a dispute between a Buyer and Seller, Mo Prodwi and its directors, officers, employees, and representatives shall be released from claims, demands, and damages arising out of or connected with such dispute, except to the extent liability cannot lawfully be excluded.

21) Changes to these Terms

Mo Prodwi may update these Terms & Conditions at any time. The applicable version is the version in force at the time the listing is submitted, unless a later version is expressly accepted by the Seller in writing or by continued use where legally permitted.

22) Governing law

These Terms & Conditions are governed by the laws of the Republic of Mauritius.