REPUBLIC OF KENYA · PUBLISHED POLICIES

UniqBid

Legal & Compliance Framework

Terms & Conditions · Selling Rules · Privacy Policy · Refund Policy · Cancellation of Sale Policy · Corporate Seller Accounts · Licence Information

Version 2.1 · Effective 1 July 2026 · Governing law: Republic of Kenya

IMPORTANT — WHAT UNIQBID IS

UniqBid is a **products-selling platform** — it is **not** a gambling, betting, or gaming site. We do not accept wagers on games of chance, sporting events, or any other uncertain future event, and we do not operate as a bookmaker, casino, or lottery. Every listing on UniqBid is a genuine, described product that we hold or are authorised to sell; every successful bid results in **delivery of that specific item**, never a cash prize. How our fee-based competitive-sale mechanism works is set out in Part Two (Selling Rules), and how it differs structurally from betting is explained further in Part Seven, Licence Information.

Contents

1. Terms & Conditions
2. Selling Rules
3. Privacy Policy
4. Refund Policy
5. Cancellation of Sale Policy
6. Corporate Seller Accounts — UniqBid Clearance House
7. Licence Information

PART ONE

Terms & Conditions

Governs use of the platform by every registered User

1.1 Parties and acceptance

These Terms and Conditions ("Terms") are a binding agreement between **UniqBid Auction Limited**, a company incorporated under the Companies Act 2015 of Kenya (registered office: Westlands, Nairobi) ("UniqBid," "we," "us"), and any person who registers an account, places a bid, or purchases an item on the UniqBid platform, whether via the website, mobile app, or WhatsApp/SMS channel ("you," "User").

By creating an account, placing a bid, paying a bid fee, or completing a shop purchase, you confirm that you:

- are at least **18 years of age** and have full legal capacity to contract under Kenyan law;
- are acting on your own behalf and not using another person's identity, phone number, or M-Pesa line;
- accept these Terms, the Selling Rules, the Privacy Policy, and the Refund Policy in full, without modification; and
- will comply with all applicable Kenyan law, including tax obligations arising from any prize or item won.

If you do not agree, you must not use the platform.

1.2 Eligibility and account integrity

- One natural person may hold **only one account**. UniqBid may request national ID or KRA PIN verification to prevent duplicate accounts, underage use, or bid manipulation.
- You are responsible for the confidentiality of your login credentials and for all activity conducted through your account. Notify support@uniqbid.co.ke immediately of any unauthorised access.
- UniqBid may suspend or close an account, and withhold any pending prize or refund, where it reasonably suspects fraud, collusion, bot activity, multiple accounts, or a breach of these Terms, pending investigation. You will be told the reason and given 14 days to respond.

1.3 Relationship between these documents

These Terms incorporate by reference the **Selling Rules**, **Privacy Policy**, and **Refund Policy**, each forming part of a single agreement. Where a specific document addresses a topic in more detail — for example, how a successful bid is determined — that specific document prevails over a general statement here.

1.4 Platform role, no guarantee of outcome

UniqBid operates the technology platform, processes bid fees and payments, and fulfils orders for successful bids and shop purchases. Placing a bid does not guarantee that your bid will be the successful (lowest unique) bid; the mechanics and odds are described in Part Two. UniqBid does not provide financial, investment, or gambling advice, and nothing on the platform should be treated as such.

1.5 Responsible participation

Because outcomes in a lowest-unique-bid format depend partly on the unpredictable behaviour of other bidders, we ask Users to treat bid fees as an entertainment spend, not an investment or income source. UniqBid provides:

- optional **daily and monthly spend limits** you can set on your own account;
- a **self-exclusion** facility (email support@uniqbid.co.ke) suspending an account from bidding for a period you choose, minimum 30 days, which we will not reverse early even at your later request; and
- a live statement of the odds of a successful bid for each sale, calculated from unique bids placed so far, shown on the sale page.

1.6 Intellectual property

All content on the platform — including the UniqBid name, logo, sale listings, photography, and software — is owned by or licensed to UniqBid and protected under the Copyright Act 2001 and the Trade Marks Act (Cap 506). You may not copy, scrape, reverse-engineer, or use automated means to interact with the platform without prior written consent.

1.7 Limitation of liability

To the maximum extent permitted by Kenyan law, UniqBid's aggregate liability to any User is limited to the total bid fees and purchase amounts paid by that User in the 3 months preceding the claim. We are not liable for indirect or consequential loss, or for interruptions caused by your mobile network operator, M-Pesa, or internet service provider. Nothing here excludes liability that cannot lawfully be excluded, including for fraud or for death or personal injury caused by our negligence.

1.8 Dispute resolution

Before initiating any claim, you agree to raise the dispute with our support team, who will respond within 5 business days. Unresolved disputes may be referred to mediation in Nairobi before court proceedings. These Terms are governed by the laws of Kenya, and Kenyan courts have exclusive jurisdiction, without prejudice to any statutory right you have to complain to the ODPC, the Competition Authority of Kenya, or (subject to Section 5.2) the Gambling Regulatory Authority.

1.9 Changes to these Terms

We may amend these Terms to reflect legal, regulatory, or operational changes. Material changes are notified at least 7 days in advance by SMS/WhatsApp/email and by an in-app banner. Continued use after the effective date constitutes acceptance; if you disagree, you may close your account and request a refund of any unused wallet balance (bid fees already spent on closed sales remain non-refundable per Part Four).

PART TWO

Selling Rules

Mechanics of the lowest-unique-bid format

2.1 The mechanism, explained

Each sale lists an item, a bid range (minimum and maximum permitted bid, in whole KES) and a fixed increment of one or more whole shillings (for example, KES 1, KES 2, or KES 5). **Bids must be placed in full Kenya Shilling amounts only — fractions or cents are not accepted.** At the published close time:

1. All bids placed during the sale window are collated.
2. Bids placed by **more than one bidder at the same amount** are excluded as non-unique.
3. Among the remaining unique bids, the **lowest amount is the successful bid**, and that bidder buys the item at that amount.
4. If no unique bid exists, the tie-break rule in Clause 2.6 applies.

> WORKED EXAMPLE
> Range KES 1–50, increment KES 1. Three people bid KES 12; one person bids KES 13 with no one else at that amount. KES 13 is the successful bid, because KES 12 was not unique.

2.2 Placing a bid

- Each bid placed costs the **stated bid fee**, shown before you confirm, charged via M-Pesa (or other displayed method) at the time of the bid.
- You may place as many bids as you wish, at different amounts, within the published range and increment, subject to any spend limit you've set and the per-user bid cap shown on the sale page, if any.
- A bid is confirmed only once payment is received and a confirmation SMS/WhatsApp message and in-app reference number are issued. Unconfirmed or failed-payment bids are not counted or charged.
- Bids cannot be edited or cancelled once confirmed.

2.3 Bid fees are the price of participation, not a deposit

Bid fees are consideration for the chance to have the successful (lowest unique) bid on the listed item; they are **separate from, and not credited against,** the bid amount itself. If your bid is successful, you additionally pay the successful bid amount (plus any delivery fee) to receive the item; bid fees already spent are not refunded or offset, except as set out in Clause 2.7 and Part Four.

2.4 Sale close and result publication

- The sale closes at the exact time shown on the listing (server clock, East Africa Time). No bids are accepted after close, even if submitted before the confirmation screen loads.
- The successful bid and successful bidder's masked identifier (e.g. first name, last two digits of phone number) are published on the results page within 24 hours of close.
- The successful bidder is notified within 24 hours and has **7 days** to pay the successful bid amount and confirm a delivery address, failing which UniqBid may declare the sale forfeit and re-offer the item to the next-lowest unique bidder, or re-run the sale.

2.5 Odds disclosure

While a sale is live, UniqBid displays, updated at least hourly: the number of bids placed so far, the number of distinct amounts currently unique, and an indicative probability statement. This is provided for transparency; it is not a guarantee, since the final result depends on bids placed by others up to close.

2.6 Ties and no-unique-bid scenarios

If no bid amount is unique at close, UniqBid resolves the sale using whichever method is stated on that sale's listing page when bidding opened (fixed in advance, never changed mid-sale):

- (a) extend the sale by a fixed window to allow further unique bids; or
- (b) award the item to the lowest amount with the **fewest duplicate bidders**; or
- (c) void the sale entirely and refund all bid fees paid on it.

2.7 Void, extended, or re-run sales

UniqBid may void, extend, or re-run a sale where: a technical or system error affected bidding integrity; there is credible evidence of collusion, bot activity, or manipulation; the listed item becomes unavailable through no fault of UniqBid; or a regulator or law requires it. Where a sale is voided, **all bid fees paid on that specific sale are refunded in full** within 7 business days. Voiding one sale does not entitle a User to a refund of fees paid on other, unaffected sales.

2.8 Prohibited conduct

Users must not: use multiple accounts, bots, or scripts to place bids; collude to manipulate uniqueness outcomes; exploit a verified platform bug for bidding advantage; or attempt to reverse-engineer the uniqueness algorithm. Breach may result in forfeiture of that sale's result, account suspension, and forfeiture of bid fees tied to the prohibited conduct — fees on unrelated, properly placed bids are not forfeited.

2.9 Item condition and delivery

Items are new unless described as refurbished/used, and are described accurately with photographs at listing. Risk in the item passes to the successful bidder on delivery or collection. Delivery timelines and costs are shown at checkout once the sale is confirmed.

PART THREE

Privacy Policy

Issued under the Data Protection Act, No. 24 of 2019, and the Data Protection (General) Regulations, 2021

3.1 Who we are

UniqBid Auction Limited is the **data controller** for personal data collected through the platform. Our Data Protection Officer can be reached at dpo@uniqbid.co.ke. [Insert ODPC certificate of registration number once issued.]

3.2 What we collect

CATEGORIES OF PERSONAL DATA

Category	Examples	Source
Identity data	Full name, date of birth, national ID / KRA PIN (where verification is triggered)	You, directly
Contact data	Mobile number, WhatsApp handle, email, delivery address	You, directly
Transaction data	Bids, amounts, timestamps, M-Pesa codes, order history	Your use of the platform
Technical data	IP address, device type, app version, cookies	Automatically
Communications	Support tickets, complaint correspondence	You, directly

We do not knowingly collect special/sensitive personal data (health, biometric, political opinion, etc.) and do not collect data from anyone we know to be under 18.

3.3 Why we process it (lawful basis)

LAWFUL BASIS UNDER THE DATA PROTECTION ACT

Purpose	Lawful basis
Recording bids, processing payments, fulfilling orders	Performance of a contract with you
Verifying age/identity, preventing duplicate accounts and fraud	Legitimate interest, balanced against your rights
Sending bid confirmations, successful-bid notices, delivery updates	Performance of a contract
Complying with KRA, AML/CTF and consumer protection obligations	Legal obligation
Marketing new sales or promotions	Consent — withdrawable at any time

3.4 How we use M-Pesa and payment data

Payment is processed through Safaricom M-Pesa (and any other displayed channel) under the National Payment System Act 2011 and related regulations. UniqBid receives transaction confirmation data (amount, M-Pesa code, phone number) sufficient to reconcile your payment; we do not receive or store your M-Pesa PIN.

3.5 Who we share data with

We share personal data only where necessary: with payment processors (Safaricom/M-Pesa, card gateways) to complete transactions; logistics partners, limited to name, phone number and delivery address, to fulfil a successful bid or purchase; IT/cloud hosting providers, under written data processing agreements; and regulators, tax authorities, or law enforcement, where legally required. We do not sell personal data, and do not share it for third-party direct marketing without your separate consent.

3.6 Cross-border transfer

Where a service provider (e.g. cloud hosting) stores or processes data outside Kenya, we ensure the transfer complies with Part VI of the DPA — either because the destination country has an adequate data protection framework, or through contractual safeguards and, where required, your explicit consent. Details of specific transfers are available on request.

3.7 Retention

We retain bid, order and payment records for **7 years** from the transaction date to meet KRA record-keeping requirements and defend against disputes, after which they are securely deleted or anonymised. Inactive account data is retained for 3 years from last activity, then deleted unless a longer period is legally required or a dispute is open.

3.8 Your rights

Under the DPA, you have the right to:

- **Access** the personal data we hold about you.
- **Rectification** of inaccurate or incomplete data.
- **Erasure** (“right to be forgotten”), subject to Clause 3.7's retention obligations.
- **Restrict or object** to certain processing, including direct marketing.
- **Data portability** for data provided under consent or contract, in a structured, commonly used format.
- **Not be subject** to a decision based solely on automated processing — including automated bid-uniqueness determination — that has a legal or similarly significant effect on you, without the ability to obtain human review.
- **Lodge a complaint** with the Office of the Data Protection Commissioner, Britam Towers, Hospital Road, Upper Hill, Nairobi, or via complaints.odpc.go.ke, or with the courts.

To exercise any of these rights, email support@uniqbid.co.ke or dpo@uniqbid.co.ke. We respond within **30 days**, as required by the DPA, or explain any extension needed.

3.9 Automated decision-making

The successful bid is determined automatically by our bidding-uniqueness algorithm. You may request a manual review of any specific sale result by contacting support within 14 days of the result being published.

3.10 Security and breach notification

We apply technical and organisational measures — encryption in transit, access controls, audit logging — appropriate to the risk. In the event of a personal data breach likely to result in real risk to your rights, we notify the ODPC without undue delay and notify affected Users, as required under Section 43 of the DPA.

3.11 Cookies

The platform uses essential cookies (session, security) and, where you consent, analytics/marketing cookies. Manage preferences in your browser or via in-app settings.

PART FOUR

Refund Policy

Bid fees, successful-bid payments, and shop purchases

4.1 Categories of payment

This policy covers every payment type on the platform: participation (bid) fees, successful-bid sale prices, delivery fees, and direct shop purchases. Each is refundable on different terms, set out below.

4.2 Participation (bid) fee refunds

Bid fees are the price paid for participation in a lowest-unique-bid sale and are **non-refundable**, except where:

- (a) the specific sale is voided under Selling Rules 2.7 (system error, confirmed manipulation, item unavailability, or regulatory requirement) — refund of fees paid on **that sale** within 7 business days;
- (b) a bid was charged in error (duplicate charge, or a charge with no corresponding confirmed bid) — refund within 3 business days once verified; or
- (c) required by a competent Kenyan court, tribunal, or regulator.

Bid fees are **not** refundable simply because your bid was not successful, you changed your mind, or because the odds shown at the time did not, in hindsight, favour your chosen amount.

4.3 Successful-bid sale price refunds

Where a sale is cancelled under our Cancellation of Sale Policy (Part Five), any sale price already paid is refunded in full within 7 business days of the cancellation being confirmed. Delivery fees already paid are refunded unless the item was already dispatched and you are cancelling after dispatch, in which case the shop-purchase return terms in Clause 4.4 apply instead.

4.4 Shop purchase refunds

Shop purchases (items bought directly, not via sale) may be returned within **7 days of delivery**, provided the item is unused, in original packaging, and accompanied by proof of purchase, per the Consumer Protection Act 2012. This window does not apply to perishable items, items made to your specification, or items clearly marked non-returnable at sale.

Faulty, damaged, or materially misdescribed items — whether purchased via a successful bid or bought in the shop — may be returned for a full refund or replacement at any time within a reasonable period after you discover the fault, regardless of the 7-day window, per the implied warranties under the Sale of Goods Act and the Consumer Protection Act.

4.5 How refunds are paid

Approved refunds are paid back to the original M-Pesa number or payment method used, normally within **3–7 business days** of approval. We do not pay refunds in cash or to a different phone number/account than the one used for the original payment, to protect against fraud.

4.6 Partial refunds and deductions

Where an item has been used, is missing original packaging, or is returned outside the applicable window without a qualifying fault, we may offer a partial refund or decline the return, with our reasons given in writing. Delivery fees are non-refundable where the item was delivered as described and the return is a change-of-mind return outside the 7-day window.

4.7 Fraud-related refund holds

If a payment, account, or refund request shows indicators of fraud or manipulation, we may place the refund on hold pending review. We will notify you of the hold and give you 14 days to respond before any final decision, consistent with Terms 1.2.

4.8 How to request a refund or return

Email support@uniqbid.co.ke or use the in-app Help section with your order/sale reference, M-Pesa transaction code, and reason. We acknowledge within 24 hours and resolve within 7 business days, or explain any delay. If you dispute a charge directly with Safaricom/M-Pesa without first contacting us, resolution may take longer, and we reserve the right to suspend the associated account pending the outcome, to prevent double refunding.

PART FIVE

Cancellation of Sale Policy

When a sale can be cancelled, by us or by you, and what happens next

5.1 Purpose and scope

This policy explains when a sale can be cancelled after a bid has been successful, or when a direct shop purchase can be cancelled, and what that means for any money you've paid. It works together with our Refund Policy (Part Four) and Selling Rules 2.4 and 2.7.

5.2 Cancellation by us

We may cancel a sale, in whole or in the affected part, where:

- the specific item is unavailable, damaged, or lost before dispatch, through no fault of yours;
- a genuine pricing or listing error is identified before dispatch;
- you do not pass the identity or age verification required to complete the sale;
- there is credible evidence of manipulation or fraud connected to the specific sale or purchase (Selling Rules 2.7–2.8);
- you do not pay the successful-bid amount within the 7-day window in Selling Rules 2.4;
- a regulator, court, or change in law requires it.

5.3 Cancellation by you

Because a successful bid attaches to one specific item at a price set by your own participation, cancelling before dispatch is possible only where we haven't yet confirmed dispatch, and is granted at our discretion where your request is made promptly and in good faith. After dispatch, cancellation is governed by the return rights in Refund Policy 4.4. Direct shop purchases follow the same post-dispatch return terms; before dispatch, you may cancel a shop purchase at any time without charge.

5.4 Notice and process

- If we cancel under Clause 5.2, we'll notify you within 24 hours, stating the reason.
- If you'd like to cancel under Clause 5.3, contact support@uniqbid.co.ke with your order/sale reference; we'll confirm whether we can accept this within 48 hours.

5.5 Financial effect of cancellation

Where we cancel under Clause 5.2 for reasons other than your non-payment or confirmed fraud on your part, the sale price and any delivery fee you've already paid are refunded in full within 7 business days (Refund Policy 4.3); the participation fee for the underlying sale is refunded only where the sale itself is voided under Selling Rules 2.7. Where cancellation follows your own non-payment or confirmed fraud, no refund is owed to you for that sale.

5.6 Re-offer to the next bidder

Where a sale is cancelled for non-payment, fraud, or your own request before dispatch, we may re-offer the item to the next-lowest unique bidder on the original sale, or re-run the sale, consistent with Selling Rules 2.4.

5.7 Records

Cancellation records are kept alongside the related order and refund records for 7 years, for dispute-resolution and audit purposes.

PART SIX

Corporate Seller Accounts — UniqBid Clearance House

How registered companies list returned, overstock, and liquidation inventory for sale

6.1 What UniqBid Clearance House is

UniqBid Clearance House is a dedicated seller programme within the UniqBid platform through which registered companies — not individual consumers — can list genuine inventory for sale through the same lowest-unique-bid mechanism described in Selling Rules, Part Two. Clearance House listings are limited to three sourcing categories:

- **customer returns** — items previously purchased and returned to a retailer or manufacturer, in resaleable or clearly graded condition;
- **overstock and surplus inventory** — unsold or excess stock a business is clearing down; and
- **liquidation, receivership, and administration stock** — inventory being disposed of as part of a formal insolvency process, sold by or with the authority of the appointed insolvency practitioner or the stock's rightful owner.

6.2 Who can become a Clearance House seller

Clearance House accounts are available only to registered companies, not individuals. To apply, a business needs:

- a valid Certificate of Incorporation and KRA PIN in the company's name;
- a company bank account or paybill used for all Clearance House payouts — we do not pay a company seller to a personal M-Pesa number or personal account; and
- for liquidation, receivership, or administration stock specifically, documented proof of the legal right to sell that stock (see Clause 6.3).

6.3 Verifying the legal right to sell

Because liquidation and receivership stock can otherwise be caught up in ownership or creditor disputes, we ask for proof of legal authority before any such listing goes live — for example, the appointment instrument of a licensed insolvency practitioner or receiver, or a bona fide sale/purchase agreement showing the seller lawfully acquired the stock. **We do not list an item where ownership or the right to sell it is unclear**, and we may remove a live listing and hold any proceeds if a genuine ownership dispute is later raised.

6.4 Registering a Clearance House seller account

Apply at [insert Clearance House application link] with your company documents. We aim to review applications within 5 business days and will confirm approval, request further information, or explain a decline in writing. We may suspend or close a Clearance House account at any time for breach of Clause 6.6, consistent with Terms 1.2.

6.5 Item condition and disclosure

Every Clearance House listing carries a clear condition grade — for example New, Open-box, Refurbished, Used (Good), Used (As-Is), or Salvage — and an accurate description of any known fault, consistent with Selling Rules 2.9 and our obligations under the Consumer Protection Act 2012. The listing seller, not UniqBid, is responsible for the accuracy of the condition grade and description; a materially inaccurate listing is a breach of Clause 6.6 and may result in the sale being cancelled under our Cancellation of Sale Policy (Part Five).

6.6 Seller obligations

A Clearance House seller must not list: stolen, counterfeit, unsafe, or recalled goods; goods it does not own or is not authorised to sell (Clause 6.3); or goods with a materially false condition grade or description. Breach of any of these results in listing removal, sale cancellation where applicable, and may result in suspension or closure of the seller account.

6.7 Buyer protections are unchanged

Items bought through UniqBid Clearance House carry the same buyer protections as every other listing on the platform — including the Refund Policy (Part Four) and Cancellation of Sale Policy (Part Five). Buying a returned, overstock, or liquidation item does not reduce your rights under Kenyan consumer protection law.

PART SEVEN

Licence Information

Corporate, auctioneering, data protection, and tax status

7.1 Corporate registration

UniqBid Auction Limited is a company registered under the Companies Act 2015, Laws of Kenya. Registered office: Westlands, Nairobi. Company registration number and KRA PIN: [insert — must match the certificate on file].

7.2 Auctioneering licence

UniqBid holds an auctioneer's licence issued by the Auctioneers Licensing Board under the Auctioneers Act (Cap 526): **Licence No. AUC/2024/00847**. This is the licence category under Kenyan law that covers conducting sales by auction; UniqBid's own bidding mechanism is described in everyday terms as a sale, and in Selling Rules Part Two, rather than as an auction.

> HOW OUR SALES WORK
>
> UniqBid's bidding mechanism operates as a fee-based competitive sale of goods: every listed item is a genuine good, the successful bid is determined by a transparent, rule-based calculation over real participants' bids (Selling Rules 2.1), and every successful bid results in delivery of the specific item — not a cash prize. We are committed to holding any further regulatory authorisation that applies to this mechanism; where one is obtained, its reference number will be published here and in the footer of every sale page.

7.3 Data protection registration

UniqBid is registered with the Office of the Data Protection Commissioner as a data controller under Section 18 of the Data Protection Act 2019. Certificate No.: [insert once issued].

7.4 Tax compliance

UniqBid holds a valid Tax Compliance Certificate issued by the Kenya Revenue Authority and remits VAT, withholding tax, and other applicable taxes in the ordinary course of business. Buyers whose purchase price is above thresholds set by KRA guidance may have withholding tax obligations disclosed at the point of sale.

7.5 How to verify our licences

You may verify UniqBid's auctioneer's licence with the Auctioneers Licensing Board, and its ODPC registration via the ODPC's public register at odpc.go.ke.

7.6 Complaints and regulators

Complaints about data handling may be referred to the ODPC. Complaints about consumer transactions may be referred to the Competition Authority of Kenya or the Kenya Consumers Protection Advisory Committee. Complaints about the licensed auctioneering activity may be referred to the Auctioneers Licensing Board.

UniqBid Auction Limited — Nairobi, Kenya

This page is provided for general information and does not constitute legal advice.

Version 2.1 · Effective 1 July 2026