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# MARCHE MADAGASCAR

## DISPUTE RESOLUTION PROCEDURES

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### 1. Introduction

- 1.1. This document outlines the problem or dispute resolution procedures to be followed in the event of issues arising from transactions on the Marche Madagascar platform.

### 2. Issue Reporting

- 2.1. If a buyer doesn't receive a product, or if the product is received damaged or does not meet its description, the buyer must promptly report the issue to Marche Madagascar's Dispute Resolution Team within 7 days of the expected delivery date or the actual delivery date, whichever is later.
- 2.2. The buyer is responsible for providing all relevant order details, including the order number, product description, and photographic evidence if applicable.

### 3. Principle of "Buyer Beware"

- 3.1. Buyers are reminded of the traditional principle of *caveat emptor*, or "buyer beware." While Marche Madagascar aims to provide a platform for trustworthy sellers, it is essential for buyers to exercise due care and attention when placing orders online.
- 3.2. Marche Madagascar encourages buyers to thoroughly read product descriptions, view all product images, and research sellers' ratings and reviews before making a purchase.

### 1. Principle of "Buyer Regret"

- 3.3. Changing one's mind after placing an order or after receiving the product does not qualify as grounds for a refund or return.
- 3.4. Neither the seller nor Marche Madagascar is responsible for cases of buyer regret. Any requests for returns or refunds based solely on buyer regret will be subject to the seller's individual return policy, if any.

### 2. Mediation Process

- 3.5. Marche Madagascar will act as a mediator between the buyer and the seller to resolve disputes.
- 3.6. Once an issue is reported, Marche Madagascar will notify the seller and request a response within 5 business days.
- 3.7. Both parties are encouraged to communicate openly, provide necessary documentation, and cooperate during the mediation process.



- 3.8. If, after mediation, no agreeable resolution is reached, Marche Madagascar will review all provided information and convey its final decision to both parties.

### **3. Following Marche Madagascar's Final Decision**

- 3.9. All parties are required to adhere to Marche Madagascar's final decision, including any directives or actions recommended by Marche Madagascar.
- 3.10. If any party finds Marche Madagascar's decision unacceptable or chooses not to follow the provided instructions, they are free to seek resolution outside the Marche Madagascar platform.

### **4. Limitation of Marche Madagascar's Liability**

- 3.11. It is emphasized that any dispute arising from a transaction is primarily between the seller and the buyer. Marche Madagascar's role is limited to providing a platform for the transaction and mediating disputes when necessary.
- 3.12. Should parties choose to engage in legal proceedings after Marche Madagascar's final decision, they agree to indemnify and hold harmless Marche Madagascar against all litigation costs, claims, damages, or any other expenses arising out of such proceedings.

### **5. Conclusion**

- 3.13. This Dispute Resolution Procedure ensures transparency, fairness, and clarity in resolving issues arising from transactions on the Marche Madagascar platform. Both buyers and sellers are encouraged to handle transactions responsibly and to communicate actively and respectfully in the event of disputes.

For further inquiries or clarifications, kindly contact our Dispute Resolution Team at [disputes@Marchepriority.com](mailto:disputes@Marchepriority.com)