

Seller terms

The contract between Générale CI and the traders who sell on the platform.

Version 1.0

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This is a courtesy translation. The French version is the only legally binding text: in the event of any discrepancy, the French version prevails.

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These terms govern the relationship between **ETS APAMA** (ÉTABLISSEMENT APAMA), operating Générale CI, and any person who opens a shop on the platform — referred to below as the **Seller**. They are in addition to the terms of use, which the Seller also accepts.

By opening a shop, the Seller accepts these terms in the version then in force.

1. Each party's role

ETS APAMA is an **intermediary**. It provides the Seller with a marketplace, management

tools, an audience, a payment service, the arrangement of delivery, and the handling of disputes.

ETS APAMA is **not the seller** of the items published by the Seller, nor their employer, nor their partner, nor their commercial agent. The contract of sale is formed between the Seller and the buyer. **The Seller remains solely responsible** for what they sell: conformity, quality, safety, lawfulness, legal warranties, and the tax treatment of their activity.

The Seller declares that they carry on a **duly registered** business and hold all the authorisations required for the products they offer.

2. Opening and running a shop

The Seller provides accurate information: trading name, address, opening hours, contact details. They keep it up to date. Article 12 of Law No. 2016-412 requires that a distance buyer know the name of the business, its telephone contact details and the address of its registered office — ****failing which the buyer's return period rises from ten working days to three months****, at the Seller's expense.

Identity verification

ETS APAMA may require verification of the Seller's identity before allowing them to collect or withdraw funds. The Seller then submits an identity document and, where applicable, their business documents. These are processed in accordance with the privacy policy and destroyed 90 days after the decision.

A shop account is currently attached to **a single user**. That account gives access to the withdrawal of funds: the Seller must under no circumstances share its credentials.

3. Listings

The Seller warrants that each listing is accurate, not misleading, and accompanied by photographs genuinely corresponding to the goods offered. They state the price ****inclusive of all taxes****, the condition of the goods (new, second-hand, refurbished), and the timescales.

The following are prohibited in particular: counterfeit goods, stolen goods, dangerous or recalled products, medicines, weapons, protected species, content subject to rights the Seller does not hold, and any goods whose sale is regulated without the Seller holding the required authorisation.

Misleading commercial practices are penalised by article 62 of Law No. 2016-412: a false struck-through price, a false promotion, false scarcity, an unverifiable claim.

4. Commission and payment

Collection mandate

The Seller mandates ETS APAMA to ****collect**, in the Seller's name and on the Seller's behalf**, the price paid by buyers. Payment made by the buyer into the hands of ETS APAMA **discharges the buyer** of their debt towards the Seller.

Sums collected on the Seller's behalf are not the property of ETS APAMA: they are due to the Seller after deduction of the commission and of the amounts owed.

Commission

ETS APAMA charges a **commission** on each sale. The rate depends on the item's category and can be consulted at any time in the seller area. It is **fixed at the time of the sale**: a later change to the scale applies only to subsequent sales.

Any change to the scale is notified to the Seller **at least 30 days** before it takes effect.

If the Seller refuses it, they may close their shop free of charge before that date.

Where a discount is funded by ETS APAMA, it is charged against the commission and the **Seller's net amount is unchanged**. Where it is funded by the Seller, the commission is calculated on the reduced price.

Remittance

The available balance can be consulted in the seller area. The Seller requests transfer to their **Wave** number. A minimum withdrawal amount applies, and the **payment provider's fees** are borne by the Seller — they are displayed before confirmation.

Sums relating to a **disputed, returned or reported** order are **withheld** until the dispute is resolved. A returned order cancels the sale: the commission, affiliate earnings and associated promotional credits are reversed.

Certain shops may benefit from **payout without withholding**. That benefit carries an automatic and non-negotiable counterpart: returns are then made **in store**, with the Seller refunding the buyer at the till — since a shop already paid can no longer be debited. Such shops must also enclose an **invoice** with each parcel.

5. Preparing and dispatching

The Seller prepares the order within the announced timescales and marks the parcel as ready: the assignment is passed to the courier only at that point, to avoid a wasted journey.

The Seller keeps their **stock up to date**. A shortage reported after the order degrades their reliability rate, which is shown to buyers and taken into account in ranking.

6. Returns

The Seller may not object to the **ten-working-day right of return** granted to the buyer by article 11 of Law No. 2016-412. No shop rule ("no returns or exchanges", "returns within 48 hours") is enforceable against a consumer.

- Where the return is due to a **defect, non-conformity or error** on the Seller's part, the Seller bears the full refund and the cost of the return delivery.
- Otherwise, the return costs remain payable by the buyer, within the limits set by law.

The Seller has **48 hours** to respond to a return request. ****After that period, the request is approved by default****: silence amounts to acceptance. If the Seller contests a recharacterisation, they have **24 hours** in which to do so; the dispute is then arbitrated by ETS APAMA and the funds remain blocked until the decision.

7. Digital products

A Seller offering codes, keys or digital content warrants:

- that they **hold the rights** to distribute them;

- that each code is **valid, unexpired, and has neither been used nor resold elsewhere**;
- that they are not licences that are **non-transferable** under their own terms, nor pirated or cracked content, nor content circumventing a technical protection.

This is the area most exposed to counterfeiting: a breach leads to immediate removal of the listings, withholding of the sums, and closure of the shop in the event of repetition.

A buyer may report an invalid code within **24 hours**. That report **blocks payment** to the Seller until a decision is made.

For training content, the Seller authorises ETS APAMA to apply a ****watermark identifying the buyer**** and the necessary technical protection measures.

8. Content and advertising

The Seller grants ETS APAMA a free, non-exclusive licence to use their photographs, videos, trade marks and descriptions in order to present and **promote** their items, including in advertising campaigns and catalogue feeds, for as long as they remain published.

The Seller may enter their own advertising tags. They are then the **data controller** vis-à-vis the persons concerned and shall indemnify ETS APAMA against any claim in that respect.

No tag is activated without the visitor's prior consent.

Sending **promotional messages** to customers goes through the Générale CI tools. The Seller must not directly canvass a person who has not consented to it: article 22 of Law No. 2013-450 punishes non-consented prospecting by one to five years' imprisonment and a fine of 1,000,000 to 10,000,000 FCFA.

9. Prohibited conduct

- **Taking the sale off the platform** to avoid the commission after a contact originating on Générale CI.
- **Buying one's own items**, or having them bought by relatives or accomplice accounts, in order to inflate sales, reviews or ranking.
- Publishing or soliciting **fake reviews**, or offering anything in exchange for a positive review.

- Passing a buyer's contact details to a third party, or using them for purposes other than performing the order. The Seller is a **data controller** for the buyer data they receive, and must comply with Law No. 2013-450.
- Misusing credits, promotional codes or referral programmes.

10. Suspension and closure

ETS APAMA may remove a listing, suspend a shop or close it in the event of a serious or repeated breach, fraud, risk to buyers, or a legal requirement.

Save in an emergency or in cases of established fraud, the Seller is **informed of the grounds** and may submit observations. Sums due to them, after deduction of refunds and ongoing disputes, are paid over; those relating to unresolved disputes are withheld until settlement.

The Seller may close their shop at any time. They must honour orders in progress and remain bound by their warranty and return obligations for sales already made.

11. Liability and indemnity

The Seller shall **indemnify ETS APAMA** against any claim, action or award resulting from their listings, their products, their breaches or the infringement of a third party's rights — including the costs of defence incurred.

ETS APAMA guarantees neither a volume of sales, nor a level of visibility, nor a position in the ranking, which depends on criteria liable to change.

12. Changes and disputes

These terms carry a **version** and a **date**. Any substantial change is notified to the Seller at least **30 days** before it takes effect.

Any dispute is governed by the laws of Côte d'Ivoire and falls within the jurisdiction of the competent courts of Abidjan, Côte d'Ivoire, following an attempt at amicable settlement at info@generale-ci.com.

ETS APAMA — ÉTABLISSEMENT APAMA, operating the brand Générale CI. RCCM CI-ABJ-02-2007-A10-01226 —
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Contact : info@generale-ci.com — Document « Seller terms » version 1.0 dated 27 July 2026.

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