

# Gusce.com Customer Terms and Conditions

Updated December 31, 2024  
Africa Market for Trade, Inc.

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## 1. Introduction

These Terms of Service ("Terms") govern your access to and use of the Gusce.com platform (the "Platform"), operated by **Africa Market for Trade, Inc.** ("Gusce.com", "we", or "us"). The Platform includes our website and mobile application, which facilitates the booking of travel experiences and services offered by third-party Service Providers. By accessing or using the Platform, you agree to abide by these Terms. If you do not agree with any of these Terms, you should discontinue use of the Platform immediately.

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## 2. Definitions

For the purposes of these Terms, the following definitions apply:

- **Gusce.com:** Refers to the platform operated by Africa Market for Trade, Inc., a corporation registered in both in the Republic of Liberia and the United States of America. The principal office, Africa: Republic of Liberia; Global: Africa Market for Trade, 11 Municipal Dr, Suit 200 #1027, Fishers, Indiana, 46038 ,United States of America ....

- **Platform:** Refers to the Gusce.com website and mobile application, including all associated services and features available to Users.
  - **User:** Any individual or entity accessing or using the Platform.
  - **Service Provider:** Third-party businesses that offer travel-related services through the Platform, such as accommodations, flights, transportation, activities, etc.
  - **Travel Experience:** Any service provided by a Service Provider, including but not limited to accommodation bookings, flights, transport, and activities.
  - **Booking:** A reservation made for a Travel Experience through the Platform.
  - **Content:** All text, images, videos, audio, and other materials available on or through the Platform.
  - **Account:** A user profile created on the Platform for managing bookings and other services.
  - **Payment Method:** The method you use to pay for a Booking, including credit cards, debit cards, and other online payment systems.
  - **Force Majeure:** Events outside Gusce.com's control, including but not limited to natural disasters, wars, pandemics, or other unforeseen circumstances that prevent the performance of services.
  - **Intellectual Property:** Refers to all proprietary rights related to the Platform, including copyrights, trademarks, patents, and trade secrets.
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## 3. Use of the Platform

### 3.1 Eligibility

You must be at least [age requirement, e.g., 18 years] to use the Platform. By accessing the Platform, you represent and warrant that you meet the eligibility requirements and have the legal capacity to enter into these Terms.

### 3.2 Account Registration

To use certain features of the Platform, you must create an Account. You agree to provide accurate and complete information during registration and to keep your Account details up to date. You are responsible for maintaining the security of your Account and for all activities that occur under your Account.

### 3.3 Use of Services

You agree to use the Platform only for lawful purposes and in a manner consistent with these Terms. You may not use the Platform to engage in any illegal activities, disrupt its operations, or violate any applicable laws or regulations.

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## 4. Pricing, Payments, and Taxes

### 4.1 Pricing

Prices for Travel Experiences are set by Service Providers and are subject to change without notice. All prices displayed on the Platform are inclusive of applicable taxes and fees, unless otherwise stated. Gusce.com is not responsible for pricing errors or inaccuracies.

## **4.2 Payments**

Payments for Bookings are processed via third-party payment processors (e.g., Stripe, PayPal). Gusce.com is not responsible for payment processing issues or disputes between you and the payment processor. By providing a valid Payment Method, you authorize Gusce.com to charge the relevant amount for your Booking, including any applicable service fees.

## **4.3 Service Fees**

Gusce.com may charge a service fee for facilitating a Booking. This fee will be clearly displayed during the booking process. Service fees are separate from the Travel Experience price charged by the Service Provider.

## **4.4 Taxes**

Applicable taxes, including VAT or GST, will be included in the price of the Travel Experience or will be clearly indicated before completing your Booking. You are responsible for ensuring that you pay all applicable taxes and fees related to your bookings.

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# **5. Bookings and Cancellations**

## **5.1 Making a Booking**

By completing a Booking on the Platform, you enter into a contract directly with the Service Provider. Gusce.com acts as an intermediary and is not responsible for the terms of the agreement between you and the Service Provider. You are advised to review the terms and conditions provided by the Service Provider before confirming your Booking.

## **5.2 Cancellations and Modifications**

Each Service Provider sets its own cancellation and modification policies. You should review these policies before making a Booking. If you wish to cancel or modify your Booking, you must do so according to the Service Provider's terms. Gusce.com is not responsible for enforcing or waiving cancellation fees.

## **5.3 Refunds**

Refunds are handled by the Service Provider in accordance with their cancellation policy. Gusce.com does not guarantee any refunds unless explicitly stated in the Service Provider's terms.

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## 6. User Conduct and Responsibilities

By using the Platform, you agree not to engage in any conduct that may:

- Violate any applicable laws or regulations.
- Interfere with the Platform's functionality or security.
- Use automated means to access or scrape the Platform.
- Upload or distribute harmful software or viruses.
- Post defamatory, abusive, or offensive content.
- Infringe on the intellectual property rights of others.

You are responsible for the actions taken under your Account and for any content you upload or share through the Platform.

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## 7. Intellectual Property

All content and intellectual property on the Platform are owned by Gusce.com or its licensors. You may not use, reproduce, or distribute any of the Platform's content without prior written consent from Gusce.com

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## 8. Privacy

Gusce.com's collection and use of personal information is governed by our [Privacy Policy] ("Privacy Policy link"). By using the Platform, you consent to the data practices described in the Privacy Policy.

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## 9. Limitation of Liability

To the maximum extent permitted by law, Gusce.com's liability for any direct, indirect, incidental, consequential, or punitive damages is limited to the amount you paid for the Booking in question. Gusce.com is not responsible for any damages resulting from the acts or omissions of Service Providers, including but not limited to failures to provide Travel Experiences as advertised.

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## 10. Indemnification

You agree to indemnify and hold harmless Gusce.com, its officers, employees, agents, and affiliates from any claims, losses, damages, or expenses arising out of your use of the Platform or your violation of these Terms.

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## 11. Dispute Resolution

Any disputes arising from these Terms or the use of the Platform shall be resolved through [mediation/arbitration], and any court action will be taken exclusively in the jurisdiction of [jurisdiction].

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## 12. Governing Law and Jurisdiction

These Terms shall be governed by and construed in accordance with the laws of [jurisdiction]. Any disputes not resolved through [mediation/arbitration] will be subject to the exclusive jurisdiction of the courts located in [jurisdiction].

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## 13. Severability

If any provision of these Terms is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions will continue in full force and effect.

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## 14. Entire Agreement

These Terms constitute the entire agreement between Gusce.com and the User with respect to the use of the Platform, superseding all prior or contemporaneous communications, whether written or oral, concerning the subject matter.

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## 15. Specific Terms for Different booking Experiences

### 15.1 Accommodations

[Specific terms for accommodations services, including booking, cancellation, and refund policies.]

### 15.2 Events

[Specific terms for event services, including event booking - ticketing, cancellations, delays, and liability.]

### 15.3 Space

[Specific terms for space services, including conference room rentals, playground, Stadium, Park, short-term stay, Office rental, etc.]

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## 16. Miscellaneous

- **Force Majeure:** Gusce.com will not be held liable for any failure to perform its obligations due to events beyond its reasonable control, including natural disasters, pandemics, or government actions.
- **Service Providers:** Gusce.com is not a party to the agreements between Users and Service Providers and is not responsible for their performance or any disputes.