

# AFROSTITCHES INTELLECTUAL PROPERTY & BRAND AUTHENTICITY POLICY

**Effective Date:** 26<sup>th</sup> January 2026

**Platform:** [www.afrostitches.com](http://www.afrostitches.com)

**Operator:** Afrostitches Digital Innovations Ltd ("Afrostitches", "we", "our", "us")

## 1. Purpose

Afrostitches is committed to protecting the originality of African designers and ensuring that products sold on our platform are authentic, lawful, and respectful of intellectual property rights.

This policy establishes:

- Standards for designer originality
- Rules on trademarks, copyrights, and cultural designs
- Procedures for reporting infringement
- Enforcement actions for violations

Our platform exists to empower creators — not to enable copying, counterfeiting, or unauthorized resale.

## 2. Definitions

**Intellectual Property (IP):** Includes trademarks, brand names, logos, product designs, textile prints, patterns, photographs, and copyrighted materials.

**Brand Authenticity:** Products must originate from the Designer listing them and not be counterfeit, replica, or unauthorized reproductions.

**Counterfeit Item:** A product that imitates another brand's protected design, logo, label, or distinctive appearance without authorization.

## 3. Designer Obligations

All Designers listing on Afrostitches must:

1. Sell only items they created, manufactured, or are authorized to sell
2. Use original product photos or authorized photography
3. Avoid copying another designer's designs, cuts, patterns, or brand identity
4. Not use logos, labels, or marks belonging to another brand
5. Not reproduce well-known fashion designs or luxury brands
6. Not resell factory replicas, imported counterfeits, or third-party branded items

Designers must also confirm during onboarding that their listings do not infringe on third-party rights.

## 4. Cultural & Traditional Designs

Afrostitches recognizes the importance of African heritage textiles and craftsmanship (e.g., Ankara, Aso-Oke, Kente, Adire, Batik).

Designers may:

- Use traditional fabrics
- Interpret heritage techniques
- Create modern adaptations

Designers may **not**:

- Claim exclusive ownership over traditional cultural patterns
- Misrepresent community heritage as a registered trademark
- Copy another designer's specific interpretation or signature style

## **5. Prohibited Listings**

The following are strictly prohibited on Afrostitches:

- Counterfeit designer goods
- Replica luxury items
- Unauthorized branded merchandise
- Stock images taken from other websites
- Drop-shipped items presented as original work
- AI-generated designs falsely represented as handmade
- Products bearing another brand's label without permission

## **6. Brand & Trademark Protection**

Brand owners may submit infringement notices if they believe their intellectual property rights have been violated.

Afrostitches respects:

- Registered trademarks
- Copyright-protected designs
- Trade dress and brand identity

We operate a notice-and-action process similar to major global marketplaces.

## **7. Reporting an Infringement**

To report an IP violation, email: [info@afrostitches.com](mailto:info@afrostitches.com)

Include:

- Your name and contact details
- Proof of ownership (trademark registration, website, portfolio)
- Link to the infringing listing
- Description of the infringement
- Declaration of good faith belief

Afrostitches may request additional documentation before taking action.

## **8. Investigation Procedure**

Upon receiving a complaint:

1. We acknowledge within **48 hours**
2. The listing may be temporarily hidden
3. The Designer is notified and asked to respond
4. Evidence is reviewed
5. A decision is issued

Timeline: **3–10 business days**

## **9. Enforcement Actions**

AfroStitches may take the following actions:

- Remove listing
- Issue warning
- Withhold payout
- Suspend account
- Permanently ban Designer
- Report serious violations to authorities (where required)

Repeated violations result in permanent removal from the platform.

## **10. Counter-Notice Procedure**

If a Designer believes a complaint was made in error, they may submit a counter-notice with supporting proof of ownership or authorization.

AfroStitches will review both claims before issuing a final determination.

## **11. Platform Rights**

AfroStitches reserves the right to:

- Refuse listings
- Remove suspicious products
- Request proof of design ownership
- Verify production process
- Conduct random authenticity checks

## **12. Liability**

Designers are solely responsible for the legality and originality of their products. AfroStitches acts as a marketplace intermediary and enforces compliance but does not manufacture goods.

## **13. Repeat Infringer Policy**

Accounts with repeated intellectual property violations will be permanently banned, and future registration attempts may be blocked.

## **14. Contact**

Legal & IP Claims: [info@afrostitches.com](mailto:info@afrostitches.com)

By listing products on Afrostitches, Designers agree to comply with this Intellectual Property & Brand Authenticity Policy.