

# Terms of Use - Merchants

v1.0

## 1. Welcome.

**Hey! Thanks for taking a few moments to read through our terms for Peddler Merchants! This page explains our terms of use or rules, if you like, and by using Peddler as a Merchant you're agreeing to all the rules we have set out here. We've tried our best to make sure that the terms are not just a lot of complicated jargon by using easy to understand terminology wherever possible.**

**Ensure you have read and understood all of our Terms of Use - Merchant rules and regulations before you register and start making product Offers.**

It's also good to mention that from time to time we may make changes to the terms but of course, we will let you know if we do this.

**Please be aware that everything we describe in the general [Terms of Use](#) (aimed at Users) also applies to you as a Merchant, in addition to the terms outlined here. All terminology (words that begins with a Capital Letter) are also carried over from the Terms of Use. If there's inconsistency between the general Terms of Use and Terms of Use - Merchants, the Terms for Merchants will take precedence towards Merchants.**

If there is any discrepancy between the online version of these terms and the downloadable PDF, the PDF version will prevail.

## 2. Becoming a Merchant

**We created Peddler to provide Merchants with a marketplace like no other; allowing you to reach a vast community of Users seeking your great products. Begin trading in volume in a click of a button!**

**A Merchant can register with Peddler and its payment provider Stripe to start creating product Offers. We don't get involved with the product Offer, we just connect you to the User and the products they're looking for. The community will indicate what they would like to pay and you get to decide the best prices you can offer.**

We keep out of margins, offers, fulfilment, shipment and disputes - that's your business, not ours - you know best when it comes to trading goods. As a result, we cannot take on the duties, responsibilities and liabilities of the transactions taking place on the Site. For all legal purposes, any Offer or Agreement posted on or concluded through the Site is between the User and the Merchant. Peddler merely introduces the potential opportunity to both parties. Peddler does want to create a marketplace where Users return again and again though, therefore we do require a Merchant to adhere to certain service levels and requirements (as set out in these Terms).

Merchant is responsible for complying with all laws and regulations applicable to the Offers that are posted and Agreements that are concluded.

### 3. Creating a Peddler Merchant account

**Registering for a Peddler Merchant Account is a straightforward and hassle-free process. In order to qualify, you must have a legally registered entity that is domiciled in one of the following countries: Netherlands, the United Kingdom or the United States.**

**The whole process takes place online, and once you are done submitting your application we will review your Account and in some circumstances we may ask some follow up questions or evidence of business.**

**On Peddler we use the payment service provider [Stripe](#) to manage all transactions – this aims to ensure you and us the security (and peace of mind) we need when it comes to exchanging money.** In order to use Peddler as a merchant, you will require your own Stripe account and therefor have a direct contract with Stripe. You will be responsible for your Stripe accounts and any activity that occur through usage of that account, including but not limited to transactions and charge back claims.

In order to be able to use Peddler as a Merchant, you are required to authorise Us to “connect” to your Stripe account and perform certain changes and payments, particularities of which will be outlined when you “connect” your account through the Stripe third-party system.

When you register a Merchant account on Peddler it is linked to the creators User account providing the registered User with Merchant privileges.

The following is an overview of requirements when creating an account on Peddler:

- Company details, including; trading names, business name, logo, country, currency contact numbers.
- Brands, categories in which you supply products (this helps with our match making process) and a company description.
- Address details, including; Business Address, Mailing Address and shipping address (used to calculate taxes).
- Details about your business, including; type of legal entity, tax identification numbers

such as (BTW, VAT, TIN), year of incorporation, average order value and volume of sales (so we know what demand we can match you with).

- Personal details; which we need to know who is responsible individual running the Merchant Account.
- Subscription type; we offer multiple subscription types some of which incur a monthly fee and allow larger volumes of trade
- Obtain an account with our approved payment service provider Stripe;
- Establish a connection to your personally managed Stripe account. Stripe provides an easy to use payment management facility; to manage payments by customers including any transfers of funds to and from your bank account, Stripe may charge a small fee for each transaction to settle.
- Tax policies; you are responsible for listing the taxes applied to the product Offers you place on the Site. Each list item needs to include a destination country, tax rate and whether the tax should be applied to shipping. Tax policies are automatically added based on the settings in your merchant profile.. Read more in our tax section.
- Store policies; here you can provide store policies applicable to any sale made through an Offer you placed on Peddler. These policies are attached to each Offer and may for example include; return and refund policies, product warranty policies, shipping policies and FAQs. **Merchants also need to provide information about themselves that is the result of applicable law.**
- Acknowledgement of Terms of Use – Merchants and Terms of Use (by registering on Peddler as a Merchant you agree to all of our Merchant rules and regulations and Terms of Use.

By registering as a Peddler Merchant you agree to the following:

- That you represent the provided Merchant entity, that you have the authority to legally bind that entity into a contract with Peddler. If you are trading as a business on Peddler, you must comply with all applicable laws relating to online commerce
- You agree that Peddler may share certain information with its Users in order to facilitate a trade or inform them of your standing or location of your business.
- You agree that Peddler may share your information with Stripe through the account you connected in order to facilitate a transaction and carry our due diligence on your business.
- That any taxes charged for a purchase are calculated based on the information provided during registration and as stored in your account settings, you are responsible for maintaining the appropriate tax rates for any delivery destination and you will need to reimburse either Peddler or User (as applicable) or pay certain taxes yourselves or receive less for a product in case tax rates are not correct.
- That any Merchant store policies provided during registration will not supersede any terms and conditions of Peddler that are applicable.
- That Peddler may charge recurring fees for the provision of the Services or the use of the Site, for instance in the form of a monthly subscription (if applicable) and a fixed percentage based fee for each transaction taking place depending on the selected subscription.
- Merchants will have their business address, shipping address (if different) and Tax identification number (BTW, VAT, TIN number) automatically displayed in their

profile and with every created product offer. We do this to provide the necessary levels of transparency. In addition, this requirement may be compulsory under the law of some jurisdictions. Nevertheless, a Merchant will always be responsible and be required to provide the necessary information in any Offer posted by the Merchant in line with the applicable laws and regulations.

- Peddler does not permit Merchants to misrepresent themselves as another business or a person they are not. The Peddler community is expected to be built on a solid network of trustworthy individuals and therefore we will not tolerate the following actions:
  - o Impersonation or misrepresentation alluding to be a Peddler employee.
  - o Impersonation or misrepresentation alluding to be another Merchant, irrespective of whether such impersonated or misrepresented merchant is a Peddler User or not.
  
- Peddler Merchants are required to provide correct contact information about the individuals managing the Peddler Merchant Accounts including:
  - o Full Name
  - o Business Address
  - o Current and valid email address – it is the Merchants’ responsibility to make sure that it has a current, valid and working email address. An email account with spam filters, junk mail policy which affects the receipt of emails from Peddler is not considered a current and valid email address and any e-mails that are not received as a result thereof are for Merchant’s risk and account
  - o Current and valid telephone number
  
- Merchants can't publish another Peddler Merchant’s contact or personal information in online public areas within the site. This includes names, address, email address, telephone, or any other means to identify or contact another Peddler User or third party.

### **Merchant Policies**

During registration Merchant’s are required to specify their stores terms of use, we recommend to do so in English. For example these terms could include a return and refund policy, product warranty policy (which may not deviate from mandatory laws that are applicable) and shipping policy. All Merchants must abide by their local jurisdiction laws and regulations and any laws and regulations of any location they are selling to.

- All Merchants must at least accept Peddler’s 14 day no questions asked return policy and abide by any applicable laws of their country.
- When specifying a refund policy we recommend including:
  - o The time period in which a User must notify you about a return;
  - o Who pays for return postage;
  - o When the refund is issued;
  - o Whether you accept extended returns during the Holiday seasons;
  - o How long it will take for a return to be processed and the money refunded back into the buyer's account. Depending on the payment method, the time

frame for a refund to be issued should normally not exceed 5 working days.

- You are not permitted to charge a User restocking fees or any type of administration fee.
- Merchants should ensure that all returns information is clearly visible to the buyer and in a clear and legible manner.

## 4. Merchant's Fees

We will charge you a small fee that you, as a Peddler Merchant, are required to pay for the use of Peddler and the Site as a unique platform and a gateway to the ever-growing community of affluent buyers. Below we have listed the terms surrounding the fee structure.

- The fees we charge for using our Services are listed on the registration page under the subscriptions tab AND the Merchant account settings page under the subscription tab.
- Depending on your subscription type, Peddler charges a fixed fee for each successful transaction that has taken place on or through Peddler or the Site.
- For example; if you have selected a subscription with a 6% transaction fee, Peddler will automatically charge 6% for each purchase successfully transacted through a product offer created by you. This fee is automatically deducted when a purchase is successfully processed from a buyer. If the buyer ends up paying € 100.- Euro for a product and they have selected additional options for € 5.- Euro's the total transaction is € 105.- Euro before tax, we would calculate a transaction fee of  $€ 105.- * 6\% = € 6.30$  therefore you would receive  $€ 105.00 - € 6.30 = € 98.70$  for this purchase on account with the Connected Stripe account.
- Some subscriptions charge a fixed monthly subscription fee which is charged the first day of every month. These subscriptions may carry a fixed minimum subscription length and automatically renew. Each subscription can be cancelled once the minimum subscription period has been met, with a 30 day notice period.
- Stripe may charge a fee for each transaction, depending on the payment method. For security reasons our Site only allows card payments using major credit cards (preferably, with support for 3-D Secure) and debit cards, with iDEAL support for Dutch customers. Any fees are incurred directly on your Connected Stripe account, and are your responsibility to pay. Stripe has their own terms of use which you must agree to in order to use the payment facility.
- We may change our fees, or introduce new fees from time to time by posting the changes on the Peddler Site and emailing the Merchant 30 days in advance informing you of the new fees. You may close your account without penalty within 30 days of such notice being given.
- You are required to have a payment method on file with Stripe. If your payment method fails or your account is overdue, we may collect fees owed by charging other payment methods on file and retaining collection agencies or legal counsel.

## 5. Posting products

**Peddler is a unique platform that allows Users (including Merchants) to post products**

**on the Site. We provide a number of tools to assist in this process. As a Peddler Merchant, you need to ensure and warrant that the products that are offered or sold through the Site are not prohibited by law to be sold on the Site, prohibited by Peddler's [Terms of Use](#), [restricted products](#), an infringement of intellectual property, counterfeit, owned by another party, or result in a reputational risk for Peddler or the Site (to be determined in Peddler's discretion).**

You cannot list any of the following:

- a. Products which are prohibited by law;
- b. Products which are on our restricted product list;
- c. Products which have already been removed due to breach of our policies;
- d. Products which infringe intellectual property by being listed, offered or sold;
- e. Products that are counterfeit;
- f. Products that do not belong to the Merchant or that may not be sold or offered by the Merchant (either on the Site, in a specific territory to which the Offer is also directed or for another reason);
- g. Products that result in a reputational risk for Peddler or the Site (to be determined in Peddler's discretion).

## 6. Creating an offer

As a Peddler Merchant, you can create product Offers in response to a User Request or just Offer a product that you think our Peddlers might enjoy. If there is already a User Request for a certain or similar product, Merchant must respond thereto with an Offer and Merchant may in that case not create a separate Offer.

**An Offer that is made in response to a Request must only describe the product as posted – no more and no less. It can however include product variations such as size, colour, material, version, with any additional cost specified for each option.**

In addition, the Offer must clearly state:

- The number of products available to be sold during the Offer;
- List of target quantities and prices required to unlock the next price level in descending order of price, i.e.
  - o 1 unit sold, 100 Euro price unlocked
  - o 5 units sold, 80 Euro price unlocked
  - o 7 units sold, 60 Euro price unlocked;
- The destinations where the products will be shipped to (also stating the applicable taxes and costs to be applied to each available shipping destination);
- Processing time in hours (time it takes to ship after User's payment has been received);
- Shipping carriers and options available to the customer at checkout (with pricing, if applicable);
- Product specifications such as weight, size of packaged shipment;
- Additional product description that any customer should be aware of;
- Product options with stock available of each option, a description of an option and an

additional fixed price if applicable (the additional price does not discount with the quantity sold);

- Acknowledgement of no questions asked return period (at least 14 days, but in any event in line with consumer protection laws that are applicable to the Agreement);
- Warranty period of product;
- Whether postage is paid on return.

A Merchant that creates an Offer on the Site must make sure that the Offer is accurate, informative, non-misleading and complete.

The following information and rules are mandatory for any product Offer posted to the Users.

#### General offer rules

- o The product Offer must only describe the product in reference as posted to the site by a Request (in case the Offer is made in response to a Request);
- o A Merchant may post only one Offer on a specific product at any given time. A Merchant may not create or post an Offer without responding to a Request in case there is a Request that relates to such specific product;
- o A product can have multiple Offers from multiple different Merchants at the same time;
- o You must not provide inconsistent or misleading information on any of the information provided, and terms and conditions of sale;
- o You must not change the terms of the sale once a User has committed to purchase / reserve the item;
- o You must accept return and honour them in-line with the applicable consumer protection laws, Peddler's minimal return period (at least 14 days) and refund the user upon receipt of the return (ultimately within seven days after the product was returned). Merchant may only charge transport costs to return products if that has been clearly stated in the Offer;
- o You must not use Peddler logos, peddler artwork, name, brand or any of Peddler's copyrighted content in your Offer;
- o Merchant is responsible for the content of the Offer and anything that is posted by Merchant on the Site;
- o The Offer may not contain information on other locations where Merchant sells the products (for instance, another website), this prohibition does not prevent Merchant from providing information that Merchant needs to provide according to the applicable law;
- o The Offer will contain any and all information that Merchant needs to provide before an Agreement is entered into on-line as required by the applicable laws (being in any event the laws of the country where the Merchant is established as well as the laws of the country to which Merchant ships the products).

#### Offer duration

- o You cannot retract an Offer once a reservation or purchase has been made for the duration of the Offer period. The Offer period shall be at least 7 days and at a maximum 10 days after the Offer has been posted on the Site;

- During any given point in time there can be only one countdown timer for a specific product, the timer starts when the first purchase / reservation is made from any Offer provided at that time. All Offers will countdown once started during that period, and end at the same time;
- The life of the offer cannot be extended or reduced;
- The Offer completes when the timer ends, all transactions are processed at this point;
- Once an Offer completes the Merchant can make another Offer on the same product.

#### Stock and pricing rules

- The Offer must include the number of stock the Merchant has available during the Offer – this cannot be reduced, Merchant may not be out of stock at the closing of the Offer before the number of stock as indicated in the Offer has been sold;
- You must not offer the same stock that you're simultaneously selling outside of Peddler and the stock forming part of the Offer needs to be served during the Offer for Peddler Users (and only after the Offer period ends may the excess stock be sold either on Peddler through a new Offer or outside of Peddler);
- The offer must have at least one target quantity and price specified and the first quantity must be 1 i.e. **1 unit sold, X price unlocked**;
- Any prices must be specified excluding tax, taxes are calculated based on the customer's shipping destination as entered during checkout and tax policies specified in the Merchant's account settings (the Offer must clearly state that the taxes will be calculated and added depending on the shipping destination);
- A Merchant can modify some aspects of the Offer during the life of an existing Offer subject to the following rules:
  - The total stock available can never be reduced but it can be increased;
  - Target quantities and prices can be changed only if it is improved on each target quantity OR price (i.e. lower price OR lower quantity required).
- A Merchant can furthermore remove or modify (some aspects) of the Offer during the life of an existing Offer, however, only to remedy mistakes or misleading information or to remedy an intellectual property infringement and not for any other reasons (except with the prior written approval of Peddler).

#### Shipping/Courier rules

**When posting a product Offer on Peddler Merchants are required to provide a list of shipping options available to their customers for the respective product Offer, this information includes:**

- **The carrier (DHL, POSTNL UPS, Fedex etc.);**
- **The type of shipment (standard, express – which may include the number of days);**
- **At least 1 shipping option;**



- **The covered regions for shipment (Netherlands, the United Kingdom, the US, or selected States, etc.);**
- **Carriers parcel/consignment tracking website;**
- **The cost per unit for a shipment (a Merchant may offer free shipping);**
- **Estimated delivery time (days);**
- **Optionally the discounted cost for shipping multiple units;**
- **Optionally include whether the price includes transport insurance or not;**
- **A Merchant is not allowed to charge a separate fee for insurance, although they still need to make sure their item arrives as described. Insurance may be included with the shipping options price.**

**As a Merchant, you must ensure that each shipment includes an electronic unique tracking code which the User can access to monitor their shipment.**

**Furthermore the Merchant must indicate how long it may take in hours to process an order from the point the funds have been received (Processing time). This may vary and depend on the type of product, however is clearly and transparently communicated to each User.**

**Merchant may explicitly not provide unclear or misleading delivery information or to charge unreasonable fees for postage, shipping and related services.**

### Feedback

Feedback, ratings and communication are an essential tool for building the Merchant reputation and growing your business on Peddler. The Merchant must comply with the following rules about feedback ratings and communication:

- The Merchant must respond promptly to any questions during the ordering process, and after the item has been purchased;
- The Merchant must be friendly and professional in all communication, including personal messages;
- The Merchant must send postage updates with tracking information when applicable;
- The Merchant must be responsive to any of User's concerns or problems;
- The Merchant must not use profane or offensive language with anyone on Peddler;
- The Merchant must not send anyone on Peddler inappropriate images including nudity, profanity, or other general content not related to a Peddler listing;
- The Merchant must not use expressions such as 'optional insurance' or 'fake bidder or buyer' and threaten to leave negative feedback (even though Merchants aren't able to leave negative feedback for Users);
- Merchants must not manipulate feedback or Merchant's ratings in any way. This includes working with other Users to artificially increase your rating score, taking actions to figure out the detailed seller ratings that a User left for a transaction, and providing false information to Peddler or Users in order to receive a higher rating;
- Peddler does not allow Merchants to require Users to leave specific feedback or detailed seller ratings when purchasing, or discounting;
- Rating extortion is forbidden. This refers to when the Merchant refuses to undertake

obligations in exchange for specific feedback ratings.

## 7. Offer completion and fulfilment

In this section, we will let you know what happens once the Offer is complete and the products are due to be shipped. It is very important to be clear in your communication with the User and to provide appropriate levels of service in order to get good feedback and build a positive reputation on Peddler.

**Once a product Offer ends, which is at the end of an Offer period, the processing of every purchase transaction will be (automatically) initiated. Peddler will calculate the billing amount, based however solely on the selected quantity, product options, shipping option (and shipping costs as provided by the Merchant) and taxes applicable to the User's delivery destination (as provided by the Merchant).**

**It will also either "reject" or initiate every reservation transaction to be processed depending on whether the lowest price was unlocked.**

**A small fee is deducted from the payment obtained through Stripe as a transaction fee for our services before tax, the fee depends on the subscription type.**

The Merchant will electronically receive a notification from Peddler of each completed (and even failed) Agreement and the Merchant is required to check its respective "Merchant Dashboard" in order to start the shipment and fulfilment process.

The Dashboard provides a list of Agreements, with customer address details and their respective status: "Payment received", "Processing payment", "Shipped" etc.

Merchants are required to ship the product within the pre-designated processing time (as defined when creating the Offer), and respond to each User with their respective shipment tracking Code – the tracking Code is entered within the Merchant Dashboard under each respective payment – the Site will send each User that purchased a product pursuant to the Offer a notification with their shipment tracking Code based on the information as provided by the Merchant.

Once all products have been shipped to each User that purchased products pursuant to the Offer, the Offer is deemed to be complete. A User may provide feedback and rate the Merchant, the services provided by the Merchant and/or their experience. A Peddler Merchant can feedback on this experience and will do so immediately should there be an issue or should the feedback be below the expected desired response.

- The Merchant must always honour their Offers and provide the product and arrange for shipment at the final unlocked price. If you don't you will have to refund the User immediately for any payments already received and will need to reimburse any Users that purchased/reserved the products as well as Peddler for any loss or damages incurred:
  - o The Merchant must honour their Offer to all committed Users that purchased/

reserved (as applicable) once the Offer ends even if one or more Users subsequently cancel the transaction in any manner or form. For example; if you post an Offer for 20 units of a product at X price, 20 Users commit to the purchase. However 1 User cancels the order before or after delivery and 1 User decides to return the product within 14 days for a refund. As a Merchant you must honour the price of X to the remaining Users;

- The Merchant must dispatch the product within their stipulated processing time. As a Merchant you can stipulate the processing time per product Offer as different orders may require more or less time. However, you must remember that this is a deadline and that it must be met. If you don't, you will in any event have to refund the relevant User(s), you will still be charged the transaction fee and you will furthermore be responsible for not meeting your obligations under the Agreement towards the relevant User;
- The Merchant must provide a tracking URL on all dispatched products no later than 24 hrs after the processing time has elapsed.

### Taxes

Taxes applied to a purchase are calculated based on the tax information provided by the Merchant during registration (which information will not be verified on correctness by Peddler) and can be edited in the Merchant Settings section of the site.

Upon registration, a Merchant is also required to enter their shipping address (if it differs from their respective business address). For some jurisdictions, this is also referred to as a Nexus, tax laws apply.

Tax information needs to be provided and checked by Merchants in a list format, detailing; the taxable location (e.g. country), the tax rate, whether shipping tax should be included. Merchants should know what taxes and tax laws apply to their products and buyers' locations. Peddler has provided a highly customisable solution to enable Merchants to input the relevant information. Merchants are responsible for the correctness of the information that is provided to Peddler.

For example, a tax information list may look like this:

Country	Tax rate	Shipping taxable
Netherlands	21%	Yes
Germany	19%	Yes

If you are a US Merchant you can also specify State, ZIP code range and ZIP code specific taxes. Which, for example, may look like:

State: California	7.25%	Yes
Zipcode: 95062	8%	Yes

- The Merchant is wholly responsible for the tax rates applied to their Offer based on the provided tax information.
- A Merchant should provide details for each destination they plan to ship to and whether taxes or other duties or costs (and the amount of) are applicable.
- The Site does not differentiate between tax rates that are submitted by the Merchant based on product types. For subsequent products that are Offered, the taxes will be calculated in the same manner as was previously indicated by Merchant. If different taxes apply, this will need to be changed before making a new Offer.
- Once an Offer is placed, the tax information submitted by the Merchant valid at that time is applied and cannot be changed, whilst an Offer is live. Should you find your taxes are not correct whilst an offer is live please contact Peddler immediately so that we can help resolve the matter.

During customer checkout taxes are calculated using the following method, applying only tax information provided by the Merchant.

- We use the Users shipping address to calculate the tax rate by looking up the applicable tax rate as specified in your Merchant settings. So, for example;
  - o If a User lives in Germany and you have set a rate of 19% for Germany, this tax rate would be applied to the (product + any selected option) \* quantity \* 19% = TAX during checkout;
  - o If you have opted to include Shipping as taxable for the same location, it would also apply the tax to the shipping fee ((product + any selected option) \* quantity \* 19%) + (shipping fee \* 19%) = TAX;
  - o If you have not stipulated a specific tax for a location selected during checkout, but you have included the destination as a shipping destination, no tax will be applied;
  - o If you are located in the US and you have states ZIP code, ZIP code range, State and Country taxes, then the following order will be used to apply the tax: ZIP code, ZIP code range, State and then Country. Where the first item (if specified) overrides the taxes applied next in the series.

### Shipping and fulfilment

**Once your Offer ends and Users' payments are processed, you as a Merchant will receive a notification asking to provide a unique shipment tracking code to the User. As a Merchant, you will ensure both the carrier's tracking URL and unique code is**

**delivered to the User via our Site to allow them to track their shipment.**

**Once all Users that have purchased/reserved products have received the products they ordered the Offer is deemed successfully completed.**

**The Merchant must never claim to the Users that the Merchant is not responsible for item delivery, or for ensuring that the item is delivered.**

## 8. Don't even go there.

- You cannot post intangible products, non-existent products. Merchants can only create listings that offer physical items. We don't allow listings that don't offer anything for sale or those that have intangible product that cannot be measured or quantified. The below is a non-exhaustive list of unacceptable listings:
  - o If you have only one unit of a product to sell, create only one Offer with a stock of 1. We don't allow duplicate listings for the same type of product;
  - o Intangible items - things that people won't be able to measure, quantify, use, ship or be able to confirm whether they've received the items. For example but not limited to IP rights, a service such as training or coaching.
  - o Items where the value is placed on an intangible factor. For example, Products that offer someone's 'soul' or a container that claims to have someone's 'soul' are not allowed;
  - o Offers that have no item for sale;
  - o Offers that are out of stock but left active, often with a drastically increased price to prevent purchases;
  - o Offers that tell Users to contact the Merchant for info, including buying the item outside of Peddler or the Site;
  - o Signpost with the intention to redirect the user to another Offer;
  - o Offers that promote an item or a service that's for sale outside of Peddler or the Site.
  
- It is not only contrary to Peddler's rules and policies but against the law of different jurisdictions to engage in unfair commercial practises which harm consumers' economic interests. By creating a Merchant Account with Peddler, a Merchant agrees that their business is forbidden from (among others):
  - o Misleading consumers about the price of a product, or the manner in which the price is calculated or the particulars of a product;
  - o Misleading consumers as to the existence of a specific price advantage;
  - o Omitting information on the price or any related charges including taxes, delivery and postal charges, unless these are already apparent from the context;
  - o Misleading or confusing information about the applicability of taxes or customs fees that may be payable on the item which are not included in the sale or postage price.
  
- Making Offers to buy or sell outside of Peddler is prohibited and we will take action

against this. We don't allow our Merchants (or Users) to use Peddler to contact each other to make Offers to buy or sell items outside of the Peddler Site.

- Merchants cannot use information obtained from Peddler to contact Users of Peddler about buying or selling outside of the Site. The following is a non exhaustive list of action which are forbidden:
  - o Using User's contact information obtained through using Peddler to promote, sell, mail, email, provide services, product(s), product offer, promotion(s) outside of a product Offer sold on Peddler.

## 9. Returns, Refund and Chargebacks

### RETURNS

**Merchants should resolve returns and refund issues directly with their customers. Merchants may use Peddler's messaging facility to do so. This way, as a Merchant, you can provide customers the high level of service expected from reputable and trustworthy online retailers, and ensures that all communications are kept in one centralised location for future records.**

**Merchant's must adhere to any laws and regulations of the countries they are selling in and selling to.**

- When an order is returned, to refund the buyer, either you will authorise Stripe or Peddler may instruct Stripe on your behalf to reverse the refund amount (in the same or other currency) from your Connected Stripe account. You can also refund a payment directly from your connected Stripe account to the respective customer.
- If the User returns an item because it does not match the listing description, Merchants will (at a minimum) be responsible for return postage costs and other costs incurred by User.
- You authorise Peddler to include return postage charges and auto-refunds on your Merchant invoice as a fee, which may be charged to your automatic payment method on file with your Connected Stripe account, when:
  - A Peddler generated return postage label is used, and the merchant is responsible for its cost;
  - Returns and refunds have been automated;
  - You fail to send your buyer a return shipping label.
- When a transaction is cancelled, you authorise Peddler to instruct Stripe to reverse the refund amount (in same or other currency) from the merchant's Connected Stripe account, to the buyer.

### Charge backs, fees and payments

The Merchant is wholly responsible for the fees and handling of any chargebacks incurred as a result of a customer action or Stripe fees applied to the Merchants Stripe account in relation to any activity on Peddler.

## 10. Other terms

### Liability

- We try to keep Peddler and its Services safe, secure, and functioning properly, but we cannot guarantee the continuous operation of or access to our Services or Site. Offer update and other notification functionality in Peddler's Services may not occur in real time. Such functionality is subject to delays beyond Peddler's control.
- We (including our parent, subsidiaries, affiliates, directors, agents and employees) shall not be liable to you in contract, tort (including negligence) or otherwise for any business losses, such as loss of data, profits, revenue, business, opportunity, goodwill, reputation or business interruption or for any other losses arising, directly or indirectly from your use of or inability to use our Services, our Site or any related actions or failures to act by Us, including but not limited to:
  - Pricing, postage or other guidance provided by Peddler;
  - Delays or disruptions in our Services;
  - Viruses or other malicious software obtained by accessing, or linking to, our Services;
  - Glitches, bugs, errors, or inaccuracies of any kind in our Services;
  - Damage to your hardware device from the use of any Peddler Service;
  - The content, actions, or inactions of third parties, including items listed using our Services or the destruction of allegedly fake items;
  - A suspension or other action taken with respect to your Account (such as but not limited the removal thereof);
  - The duration or manner in which your listings appear in search results as set out in the listing conditions section;
  - Your need to modify practices, content, or behaviour or your loss of or inability to do business, as a result of changes to these (or other applicable) terms and conditions or our policies;
  - Removal of Offers.
- You accept sole responsibility for the legality of your actions under laws applying to you and the legality of any items you list on any of our sites.
- Although we use techniques that aim to verify the accuracy and truth of the information provided by our Users, user verification on the internet is difficult. Peddler cannot and does not confirm, and is not responsible for ensuring, the accuracy or truthfulness of Users' purported identities or the validity of the information which they provide to us or post on the Site or provide to you.
- Regardless of the previous paragraphs, if we are found to be liable, our liability to you or to any third party is limited to the greater of (a) the price due for the item sold in connection which the liability for Peddler arose, (b) the amount of fees in dispute not to exceed the total fees which you paid to us in the 12 months prior to the action giving rise to the liability, or (c) 100 Euros.
- You will indemnify us in full (and our officers, directors, agents, subsidiaries, joint

ventures and employees) against and for any damages, losses or costs, including reasonable legal fees, we incur arising out of any use by you of our Site, the Services or resulting from the manner in which you fulfil your obligations under an Agreement or resulting from any Offers posted by you or your breach of any law or the rights of a third party.

- If a dispute arises between you and Peddler, we strongly encourage you to first contact us directly to seek a resolution by contacting Customer Support. Any claim, dispute or matter arising under or in connection with the use of the Site, our Services or these terms and conditions shall be governed and construed in all respects by the laws of Netherlands. The court in Amsterdam is exclusively competent to decide on any disputes between you and us related to the use of the Site, the Services and/or these terms and conditions (or the other conditions that are applicable).

### General

- If any provision of these terms and conditions is held to be invalid, void or for any reason unenforceable, such provision shall be struck out and shall not affect the validity and enforceability of the remaining provisions.
- We may assign our rights and obligations under or pursuant to these terms and conditions (but without your prior express consent), provided that we assign the our rights and/or obligations on the same terms or terms that are no less advantageous to you.
- Headings are for reference purposes only and do not limit the scope or extent of such section. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. We do not guarantee we will take action against all breaches of these terms and conditions.
- No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by these terms and conditions. A person who is not a party to these terms and conditions has no right under these terms and conditions and is not entitled to enforce any term of these terms and conditions.
- These terms and conditions, the general Terms of Use, the Peddler User Privacy Notice and all policies posted on the Site are the entire agreement between you and Peddler and supersede all prior understandings and agreements of the parties.
- The following parts survive any termination of the agreement that is subject to these terms and conditions: Fees (with respect to fees owed for our services), Content, Liability, Compensation, Legal disputes and the release contained in these terms and conditions. We may send notices to you by email, using the email address you provided to Peddler during the registration process or as amended by you thereafter in your Account. Notice to you shall be deemed given 24 hours after the email is sent, unless the sending party is notified that the email address is invalid.