

## Continue Marketplace Terms of Use and Service

### PLEASE READ THESE TERMS CAREFULLY

IF YOU DO NOT AGREE TO THESE TERMS, YOU WILL BE UNABLE TO USE THE SERVICE.

#### 1. Who we are and what this agreement does

We Continue Technologies Limited (**we, us, our**) of 2-7 Clerkenwell Green, Clerkenwell, London, England, EC1R 0DE license you to use:

- Continue Marketplace Application (**App**) and any updates or supplements to it;
- Any related online documentation (**Documentation**);
- The App to make sales and purchases via the marketplace (**Marketplace**); and
- The digital assets and Marketplace service you connect to via the App and the content we provide to you through it (**Service**);

through your account (**Account**) as permitted in these terms.

These terms set out the basis on which you may use the App, the Documentation, the Service and the Marketplace. It also sets out the basis on which sales and purchases of items will be made via the Marketplace.

You can find everything you need to know about us, Continue Technologies Limited, and the App and the Services on our website [www.continue.co](http://www.continue.co).

#### 2. About Continue

Continue is an app which allows you to keep track of your inventory - digitally! It will:

- Add new purchases made from our retailers automatically to your digital inventory
- Allow you to sell your things via our Marketplace
- Keep track of the ownership histories of pre-owned things you've bought through the app
- Reveal insightful data about the things you own

When you buy an item from one of our retailers who have signed up to use our App (**Retailers**), you will be given the opportunity of linking your Account with the Retailer and the App. If you give your consent to information relating to your purchases given to us by the Retailer, your purchases from the Retailer will appear in your digital inventory.

#### 3. Your privacy

Under data protection legislation, we are required to provide you with certain information including who we are, how we process your personal data and for what purposes and your rights in relation to your personal data and how to exercise them. This information is provided in our [privacy policy](#) and it is important that you read that information.

#### 4. Marketplace Terms

We do not own anything that is listed or sold via the Marketplace. We will not be party to, or responsible or liable for, any transaction made between buyers and sellers entered into via the Marketplace. Please see Contract between Seller and Buyer formed on the Marketplace in condition 21 for more details of the legal contract for sale which is made between buyer and seller.

Please see Marketplace Terms for Sellers in condition 16 and Marketplace Terms for Buyers in condition 18 set out below.

You agree that you will not sell the items in your digital inventory on any third party application and will exclusively use the Marketplace to make such sales.

## 5. Acceptable Use Commitments

Our aim is to ensure that all users have a great experience in using the App and the Services. The App allows you to make contact with other users (subject to each users privacy settings) and we expect that all users will treat each other with respect. Any breach of the commitments below will entitle us to suspend or terminate your Account with us (which will include delisting any items for sale on the Marketplace) and deny you access to the App and the Services.

You must:

- treat all users of the App and the Services with respect and respond to messages from buyers promptly;
- comply with our reasonable instructions where we believe you are acting in a way that may cause legal liability for us, other users or third parties;
- be a private individual and must not be using the Marketplace for the purposes of selling items as part of your trade or business;
- not use the App or any Service in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into the App, any Service or any operating system;
- not sell things you do not own or counterfeit items or items which infringe the copyright, trade marks or other rights of third parties;
- not make any misleading, false, inaccurate entries in your digital inventory or listings in the Marketplace;
- not infringe our intellectual property rights or those of any third party in relation to your use of the App or any Service, including by the submission of any Content (to the extent that such use is not licensed by these terms);
- not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the App or any Service;
- not use the App or the Service to send spam or unsolicited or bulk electronic communications;
- not use the App or any Service in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users;
- not create another account where we have suspended or terminated one of your previous Accounts;
- You must not use the App or the Service
  - In any way that breaches any applicable local, national or international law or regulation.
  - In any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect.
  - For the purpose of harming or attempting to harm minors in any way.
  - To bully, insult, intimidate or humiliate any person.

- To send, knowingly receive, upload, download, use or re-use any material which does not comply with our Content Standards in condition 22.
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.
- In any way that involves child sexual exploitation or abuse.
- To upload terrorist content; and
- not collect or harvest any information or data from any Service or our systems or attempt to decipher any transmissions to or from the servers running any Service.

## 6. Fees and Payment Methods

The fees we charge for the Service we provide which includes commission paid to our Retailers are included in the price of each item listed on the Marketplace. The fees will only be charged to the buyer when a buyer makes a purchase on the Marketplace.

You must provide your bank details when selling an item on the Marketplace and use a valid payment method when purchasing on the Marketplace. You authorise us to charge your chosen payment method when making a purchase on the Marketplace or when we make refunds to your buyers for any reason permitted by these terms or the Marketplace terms. You may be required to upload identity documentation as part of our payment provider's know your client obligations.

In order to make and receive payments via the App in a secure way, we use third party payment providers. You must agree to and accept their terms and conditions in order to be able to use the service. Their terms and conditions will be made available to you when you first sign up to use their service and this will be made available in a format which allows you to copy and store them for future reference.

## 7. App related requirements

**How to tell us about problems or complaints** If you think the App or the Services are faulty or misdescribed or wish to contact us for any other reason please email our customer service team at [hello@continue.co](mailto:hello@continue.co).

**How we will communicate with you.** If we have to contact you we will do so by email, by SMS or by direct message within the App, using the contact details you have provided to us.

**How you may use the App, including how many devices you may use it on.** In return for you agreeing to comply with these terms you may:

- use any Documentation to support your permitted use of the App and the Service.
- receive and use any free supplementary software code or update of the App incorporating "patches" and corrections of errors as we may provide to you.

**You must be 18 to accept these terms and buy the app.** You must be 18 or over to accept these terms, download the App and use the Service.

**You may not transfer the App or your Account to someone else.** We are giving you personally the right to use the App and the Service as set out above in "**How you may use the App**". You may not transfer the App, your Account or the Service to someone else, whether for money, for anything else or for free. If you sell any device on which the App is installed, you must remove the App from it.

**Update to the App and changes to the Service.** From time to time we may automatically update the App and change the Service to improve performance, enhance functionality, reflect changes to the operating system or address security issues. Alternatively we may ask you to update the App for these reasons.

If you choose not to install such updates or if you opt out of automatic updates you may not be able to continue using the App and the Services.

**If someone else owns the phone or device you are using.** If you download or stream the App onto any phone or other device not owned by you, you must have the owner's permission to do so. You will be responsible for complying with these terms, whether or not you own the phone or other device.

**We are not responsible for other websites you link to.** The App or any Service may contain links to other independent websites (including those of our Retailers) which are not provided by us. Such independent sites are not under our control, and we are not responsible for and have not checked and approved their content or their privacy policies (if any).

You will need to make your own independent judgement about whether to use any such independent sites, including whether to buy any products or services offered by them.

## 8. Licence restrictions

You agree that you will:

- not rent, lease, sub-license, loan, provide, or otherwise make available, the App or the Services in any form, in whole or in part to any person without prior written consent from us;
- not copy the App, Documentation or Services, except as part of the normal use of the App or where it is necessary for the purpose of back-up or operational security;
- not translate, merge, adapt, vary, alter or modify, the whole or any part of the App, Documentation or Services nor permit the App or the Services or any part of them to be combined with, or become incorporated in, any other programs, except as necessary to use the App and the Services on devices as permitted in these terms;
- not disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the App or the Services nor attempt to do any such things, except to the extent that (by virtue of sections 50B and 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are necessary to decompile the App to obtain the information necessary to create an independent program that can be operated with the App or with another program (**Permitted Objective**), and provided that the information obtained by you during such activities:
  - is not disclosed or communicated without our prior written consent to any third party to whom it is not necessary to disclose or communicate it in order to achieve the Permitted Objective; and
  - is not used to create any software that is substantially similar in its expression to the App;
  - is kept secure; and
  - is used only for the Permitted Objective;
- comply with all applicable technology control or export laws and regulations that apply to the technology used or supported by the App or any Service.

## 9. Intellectual property rights

All intellectual property rights in the App, the Documentation, the Services and any data we collect through the App and the Services (but not personal data) throughout the world belong to us (or our licensors) and the rights in the App and the Services are licensed (not sold) to you. You have no intellectual property rights in, or to, the App, the Documentation or the Services other than the right to use them in accordance with these terms.

We will anonymise and aggregate transaction data for any purpose.

The images and item information provided by us within the Marketplace is provided directly by our Retailers (**Retailer Content**) and we have no responsibility for its availability, accuracy, completeness or legality. The Retailer Content belongs to our Retailers or their licensors and have no intellectual property rights in the Retailer Content and shall only use it for the purpose of selling items on the Marketplace or as part of your use of the digital inventory.

You grant us a worldwide, non-exclusive, perpetual, irrevocable, royalty free, sublicensable right to use Content for the purpose of providing the Services and offering listed items to other users of the App. We will keep copies of the Content for our records after you sell an item as the history of the item will be available to the buyer of the item. Note that we are able to retain Content (including any photographs) even if you terminate use of the App and the Service. You agree to waive your moral rights in the content and promise not to assert such rights or any other intellectual property rights you have in the content against us and our sublicensees.

#### **10. Our commitments in connection with the App and the Service**

We will endeavour to ensure that the App and the Services will substantially match the description of it set out in the Documentation and we will use reasonable skill and care in the provision of the Services.

Our aim is to have the App and the Services available 24 hours a day, seven days a week save for any planned and emergency maintenance that we need to undertake at any time.

We do not warrant that your use of the App and the Services will be uninterrupted or error-free. We will not be responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and you acknowledge that the App, the Services and the Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

#### **11. Liability: our responsibility for loss or damage suffered by you**

**We are not responsible to you for unforeseeable loss and damage.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking these terms or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable including that arising direct or indirectly from:

- your use or inability to use the App or the Service;
- The Retailer Content and your use of it;
- Disruption or delay to the App or Service;
- Any viruses or malicious software received by virtue of the Service or App;
- The actions of third parties including our retailers or users;
- Any termination or suspension of your Account. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time you accepted these terms, both we and you knew it might happen.

**We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors or for fraud or fraudulent misrepresentation.

**When we are liable for damage to your property.** If defective digital content that we have supplied damages a device or digital content belonging to you, we will either repair the damage or pay you compensation. However, we will not be liable for damage that you could have avoided by following our advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

**Our liability.** Except where *we do not exclude or limit in any way our liability to you where it would be unlawful to do so*, our total liability to you for all other losses arising under or in connection with this App terms of use and service whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to £50.

**We are not liable for business losses.** The App and Service is for domestic and private use. If you use the App or Service for any commercial, business or resale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

**We are not responsible for Limitations to the App and the Services.** The App and the Services are provided for general information purposes only. They do not offer advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of information obtained from the App or the Service. Although we make reasonable efforts to update the information provided by the App and the Service, we make no representations, warranties or guarantees, whether express or implied, that such information is accurate, complete or up to date.

**We are not responsible for our third party partners.** We have no responsibility for the way our third party payment providers operate and any liability you incur due to the third party payment system. You enter into a direct contract with our third party payment providers when you accept their terms and conditions. We have no responsibility for our third party delivery partners and any liability you incur due to your use of their service. You enter into a direct contract with our third party delivery providers when you select the appropriate delivery service for your item.

**Please back-up content and data used with the App.** We recommend that you back up any content and data used in connection with the App, to protect yourself in case of problems with the App or the Service.

**Check that the App and the Services are suitable for you.** The App and the Services have not been developed to meet your individual requirements. Please check that the facilities and functions of the App and the Services (as described on the appstore site and in the Documentation) meet your requirements.

**We are not responsible for events outside our control.** If our provision of the Services or support for the App or the Services is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event but if there is a risk of substantial delay you may contact us to end your contract with us and receive a refund for any Services you have paid for but not received.

## 12. Changes to these terms

We may need to change these terms to reflect changes in law or best practice or to deal with additional features which we introduce or any other reasonable reason.

We will give you notice of any change by sending you an email with details of the change or notifying you of a change when you next start the App.

If you do not accept the notified changes you will not be permitted to continue to use the App and the Service. Any Marketplace listings will be suspended.

## 13. Your right to end your use of the App and the Services

You have 14 days after the date you download our App to change your mind in accordance with consumer legislation applicable in the UK but you lose the right to cancel any service, when it's been completed.

You have the right at any time to end your use of the App and the Services except that if you have agreed to make a sale via the Marketplace, you must complete that transaction in accordance with the Marketplace terms and may not end your use of the Service until that transaction has completed.

#### **14. We may end your rights to use the App and the Services or take other actions if you break these terms**

When we consider that a breach of these terms has occurred, we may take such action as we deem appropriate.

Failure to comply with these terms, including the Acceptable Use Commitments in condition 5, Content Standards in condition 22, Marketplace Terms for Sellers in condition 16 and Marketplace Terms for Buyers in condition 18 constitutes a serious breach of these terms and may result in us taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use our App and the Service.
- Immediate, temporary or permanent removal of any listings or Content uploaded by you to the App.
- Issue of a warning to you.
- Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- Further legal action against you.
- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law.

If what you have done can be put right we will give you a reasonable opportunity to do so.

In addition the rights set out above, we reserve the right to vary or terminate all or part of the App and/or the Service and we may choose not provide all or part of our Services to anyone for any reason in our complete discretion.

We exclude our liability for all action we may take in response to breaches of this acceptable use policy. The actions we may take are not limited to those described above, and we may take any other action we reasonably deem appropriate.

#### **15. If we end your rights to use the App and Services:**

- You must stop all activities authorised by these terms, including your use of the App and any Services.
- You must delete or remove the App from all devices in your possession and immediately destroy all copies of the App which you have and confirm to us that you have done this.
- We may remotely access your devices and remove the App from them and cease providing you with access to the Services.

#### **16. Marketplace Terms for Sellers**

By listing an item on the Marketplace, you understand and agree that:

- You own the item and have the right to sell it. When you list an item you are offering it for sale at the price it is listed for. This offer may be accepted by a buyer.
- In order to preserve the digital footprint of the item, you will not sell the item outside of the Marketplace;
- You are responsible for ensuring the accuracy, content, and legality of the listed item. You may only list items in the categories provided by the App.
- We will charge you our listing fee, plus any applicable VAT, following the sale of an item and payment for this will be deducted as set out below in Payments made to you as Seller in condition 17 below.
- You will be responsible for selecting the relevant delivery option with a suitable level of insurance for your item. The buyer pays for delivery but this will be refundable to the buyer if the item is not as described or if the item is not delivered.
- Unless otherwise specified by law, you are responsible for all taxes related to your sales on the Marketplace, including tax amounts, penalties, fines, charges, or late payment interest however if your buyer's delivery address is in a different country to your registered address, your buyer will be responsible for any import duties levied. You must pay all costs incurred by us due to your failure to pay any taxes, penalties, or interest.
- Content that violates our policies may be modified or deleted at our discretion.
- The appearance and placement of listings in search and browse results depend on various factors.
- The Retailer Content provided by us within the Marketplace is provided directly by our retailers and we have no responsibility for its availability, accuracy, completeness or legality. If you choose to use the Retailer Content, you agree that you are responsible for checking its accuracy and ensuring that it applies to the item you are selling. Please do contact us at hello@continue if you believe any images or item information are incorrect.
- The Retailer Content belongs to our Retailers or their licensors and you agree not to make any changes to the Retailer Content.
- Retailer Content may be withdrawn or amended at any time without notice to you. This means that your listings may change without notice where Retailer Content is changed or withdrawn whilst you have an item listed.
- Any statement or photos as to an items condition uploaded by you will be accurate. The Content Standards below will apply and you confirm that you own any photos that you upload.
- You are responsible for complying with all laws and regulations applicable to the international sale and shipment of items.

## **17. Payments made to you as Seller**

We contract with payment service providers in order to process payments made by buyers. In order to receive payments from buyers you will enter into a contract with the payment service provider, on their terms and conditions.

After each Marketplace transaction, we will hold the buyer's payment on the seller's behalf in our account with our payment provider. Once :

- the buyer has confirmed in the App that the item has been delivered and is as described in the listing; or
- in the absence of such confirmation and as long as an issue has not been raised by the buyer, 2 days after the selected delivery partner confirms that the item was delivered;



we will release the sale price to the seller and will pay the other fees to the relevant recipient.

If the buyer raises an issue with us or you, because an item is not as described, the buyer shall return the item to the seller by a tracked method of delivery. Once the seller confirms receipt or, in the absence of such confirmation, 2 days after the delivery partner confirms the item was delivered to the seller, the funds held in by us (including the original postage costs) will be returned to the buyer. The Seller will also be responsible to pay the buyer for their return postage costs.

If the item is not delivered to the buyer within 21 days of the delivery partner's estimated date of delivery (using delivery partner tracking as evidence), the buyer shall be entitled to raise an issue within the App the delivery partner will return the funds held by us to the buyer. The seller will then be responsible for pursuing a claim with the delivery partner for the value of the item and return of the delivery fee.

When an item is returned by a buyer because:

- it does not meet the description set out in the Marketplace listing; or
- where it has not been delivered within 30 days of dispatch;

the seller agrees to refund the buyer and the seller authorises us and our payment provider to request your payment method reverse the refund amount from the applicable account plus any other sums you are obliged to pay to the buyer (such as the original delivery charges) or alternatively charge the transaction value as a fee (which may be charged to your payment method on file).

For items which are not as described, the seller will also be responsible for the buyer's return costs and returning the cost of shipping the item which may be charged to the seller's payment method on file with our payment provider.

We will take payment of our fee (including our Retailer's commission) from the price paid by the buyer following buyer confirming receipt of an item which is as described in the listing.

## **18. Marketplace Terms for Buyers**

You agree that you will not contact sellers asking for them to purchase items outside of the Marketplace and by buying an item on the Marketplace, you understand and agree that:

- You enter into a legally binding contract with the seller when you agree to buy an item on the Marketplace;
- We are not party to the contract for the sale of the item.
- Consumer law does not apply to the contract for the sale of the item as it takes place between two private individuals.
- You will read the item information before agreeing to buy the item.
- You agree to pay for the item plus the postage and packing costs and the listed fees set out in the item listing.
- The Retailer Content used by a seller is provided by our Retailers, not by us or the seller, and we have no responsibility for its availability, accuracy, completeness or legality. You are aware that the condition of the item on the date of sale will differ from that set out in the Retailer Content.
- The item history (if any) listed is given to the best of our knowledge with the available information however indicative only and should not be relied upon.
- You are responsible for complying with all laws and regulations applicable to the international purchase, and receipt of items and you shall be responsible for any import

duties or taxes due on the delivery of the item to you where your delivery address is in a different country to the seller's registered location.

- If the item is not as described when you receive it, please notify us at hello@continue.co and the provisions set out in **Payments made to you as a Seller** relating to misdescribed items will apply.
- When your item is received as described, please confirm this without delay in the App.

## **19. Payments made by you as a Buyer**

We contract with payment service providers in order to enable you to send payments to sellers. In order to make payments to sellers you will enter into a contract with the payment service provider, on their terms and conditions.

Our payment provider will take payment for the item which includes the postage and packing costs and our fees for the Services (which include commission we pay to the Retailer) as set out within the item listing when you agree to buy an item on the Marketplace. Payment will be processed by your preferred form of payment as registered with our payment provider (this can be changed at any time).

- 20.** You may request a full refund where the item is not as described or does not arrive. See Payments made to you as Seller in condition 17 above for more information.

## **21. Contract between Seller and Buyer formed on the Marketplace**

When the Seller's listing (an offer) is accepted by a Buyer, a legally binding contract between the seller and the buyer is formed for the sale and purchase of the listed item on the following terms:

- The item is sold based on:
  - o the description provided by the seller including photos and condition statements (but there is no obligation on the seller that the item shall be of satisfactory quality or fit for purpose);
  - o the price stated in the listing plus fees.
- The sale is subject to:
  - o the Marketplace Terms for Sellers in condition 16 and Payments made to you as a Seller in condition 17;
  - o the Marketplace Terms for Buyers in condition 18 and Payments made by you as a Buyer in condition 19;
- The buyer undertakes to pay for the item (plus fees) via our payment service provider and the seller agrees to transfer ownership of the item. The buyer will also be responsible for any import duties due on the item.
- The buyer shall make payment within 2 business days of agreeing to buy the item.
- The seller undertakes to dispatch the item promptly but at least within 2 business days of the sale being made.

The buyer and seller agree that we are not party to the contract formed between a seller and a buyer on the Marketplace.

## **22. Content Standards**

These content standards apply to any and all material which you add to the App or the Service including anything you upload to your digital inventory or messages you send to other users (**Content**).

The Content Standards must be complied with in spirit as well as to the letter. The standards apply to each part of any Content as well as to its whole.

We will determine, in its discretion, whether Content breaches the Content Standards.

Content must:

- Be accurate (where it states facts) and photos or videos must not be altered digitally in any way.
- Comply with the law applicable in England and Wales and in any country from which it is posted.

Content must not:

- Be defamatory of any person.
- Be obscene, offensive, hateful or inflammatory.
- Bully, insult, intimidate or humiliate.
- Promote sexually explicit material.
- Include child sexual abuse material.
- Promote violence.
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any copyright, database right or trade mark of any other person.
- Be misleading, false or inaccurate or likely to deceive any person.
- Breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- Promote any illegal content or activity.
- Be in contempt of court.
- Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- Be likely to harass, upset, embarrass, alarm or annoy any other person.
- Impersonate any person or misrepresent your identity or affiliation with any person.
- Give the impression that the Content emanates from us, if this is not the case.
- Advocate, promote, incite any party to commit, or assist any unlawful or criminal act such as (by way of example only) copyright infringement or computer misuse.
- Contain a statement which you know or believe, or have reasonable grounds for believing, that members of the public to whom the statement is, or is to be, published are likely to understand as a direct or indirect encouragement or other inducement to the commission, preparation or instigation of acts of terrorism.

- Contain any advertising (other than for an item you are selling via the Marketplace) or promote any services or web links to other sites.

For the avoidance of doubt, for any Content in the form of video content:

- You must tell us immediately, if you upload a video containing any of the following: criminal material (relating to terrorism, sexual exploitation of children, child pornography, racism and xenophobia), unclassified or unclassifiable videos, videos rated R18 or suitable for R18 rating and other material that might impair the physical, mental or moral development of persons under the age of 18 (restricted material).
- You must not upload a video containing harmful material.
- You must not upload a video containing advertising for any of the following:
  - cigarettes and other tobacco products, electronic cigarettes or electronic cigarette refill containers, and prescription-only medicine; or
  - for alcoholic drinks that are not aimed specifically at under 18s and do not encourage immoderate consumption of alcohol.
- Any advertising included in a video you upload must not:
  - prejudice respect for human dignity;
  - include or promote discrimination based on sex, racial or ethnic origin, nationality, religion or belief, disability, age or sexual orientation;
  - encourage behaviour prejudicial to health or safety;
  - encourage behaviour grossly prejudicial to the protection of the environment;
  - cause physical, mental or moral detriment to persons under the age of 18;
  - directly exhort such persons to purchase or rent goods or services in a manner which exploits their inexperience or credulity;
  - directly encourage such persons to persuade their parents or others to purchase or rent goods or services;
  - exploit the trust of such persons in parents, teachers or others; or
  - unreasonably show such persons in dangerous situations.

### **23. Data Protection and privacy - other users' information**

You agree that when you receive personal data from other users (including users who buy an item from you) such as their name, address or email address you will process such data as a controller. We and you are not joint controllers or co-controllers of such data.

As a controller, you will be responsible for complying with all applicable data protection laws which will include the Data Protection Act 2018 and the UK GDPR (As defined in that Act).

You agree that you will only process personal data received via the App and the Service for the purpose for which it was provided. You should not share that personal data with any other person unless it is required for the purpose (for instance sharing a buyer's name and address with a delivery partner). Once that purpose has ended (for example, after you have posted an item to a buyer) you will delete the personal data received. You acknowledge and agree that any further use of that personal data is not permitted unless there is a legal reason for your use (for example if the item is returned by the buyer).

## 24. Other Important Terms

**We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

**You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these terms to another person if we agree in writing.

**No rights for third parties.** This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

**If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

**Even if we delay in enforcing this contract, we can still enforce it later.** Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

**Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

**Alternative dispute resolution.** Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, we may agree with you to resolve the dispute via alternative dispute resolution. Please contact us if you wish to deal with any dispute by this method.