# Hazaar App Terms and Conditions

Please read these terms of service carefully. By downloading or streaming the app you agree to these terms of service. If you do not agree to these terms of service do not download or stream the app.

#### 1. These terms of service

- 1.1 These Terms of Service set out the basis on which you use our service and set out the terms of your relationship with us.
- 1.2 By setting up an account with us and/or using and accessing our Service and App (both as defined in clause 2.2 below), you confirm that you accept these Terms of Service and that you agree to comply with them. If you do not agree to these Terms of Service you must not use our App and you will not be able to use our Service.
- 1.3 We recommend that you print a copy of these Terms of Service for your reference.
- 1.4 If you are a business these Terms of Service constitute the entire agreement between us in relation to your use of the Service. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these Terms of Service and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these Terms of Service.

#### 2. Who we are and how to contact us

- 2.1 We are Hazaar Limited, incorporated and registered in England and Wales under company number 12609346 and with registered office is at Apartment N S 204 2 Cotton Street, Manchester, England, M4 5BD ('we' 'our' 'ourselves' and 'us').
- 2.2 We operate a zero waste student marketplace and suggest relevant sellers (including businesses, ourselves, university staff and other students) and items to you, display your items to the most relevant potential buyers based on your preferences and



other information submitted to it, and which allows you to buy and sell items ("Service"). The Service is made available to you via the Hazaar mobile software application which we make available for download through an app store on your mobile device ("App").

- 2.3 You can contact us by writing to us at hello@justhazaar.com.
- 2.4 If we have to contact you we will do so by telephone or by writing to you at the email address you provided to us when registering to use our App.
- 2.5 "Writing" includes emails. When we use the words "writing" or "written" in these Terms of Service, this includes emails.

## 3. Information about you and your privacy

Your privacy is important to us. Read our App Privacy Policy to understand how we collect, use and share information about you.

# 4. There are other terms that may apply to you

These Terms of Service refer to our App Privacy Policy, which sets out how we will collect and use your personal information and which also applies to your use of our Service and App.

# 5. Changes to these Terms of Service

- 5.1 We may need to change these Terms of Service from time to time.
- 5.2 We will use reasonable endeavours to give you at least 3 days' 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.
- 5.3 Your continuing use of the App and the Service will constitute your acceptance of the notified changes to the App and the Service. If you do not consent to the changes then you should notify us immediately, thereafter you will not be permitted to continue to use the App and the Service and any items you have listed for sale via the App will be removed from the App.

# 6. Update to the App and changes to the Service



- 6.1 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.
- 6.2 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.

## 7. 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 (including mobile phones or devices owned by your employees in the case of businesses), you must have the owner's permission to do so. You will be responsible for complying with these Terms of Service, whether or not you own the phone or other device.

## 8. We are not responsible for other websites you link to

- 8.1 The App or any Service may contain links to other independent websites which are not provided, controlled or monitored by us. As other 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).
- 8.2 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.

# 9. Setting up an account

- 9.1 To access our Service you will need to: download our App, register with us using your university email address in the case of students or personal/work email addresses in the case of businesses and set up an account with a secure login.
- 9.2 You must ensure the email address you provide in your account details remains active and is checked by you on a regular basis.
- 9.3 If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such



information as confidential and you must not disclose it to any third party other than those individuals in your direct employment.

- 9.4 We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time if in our reasonable opinion you have failed to comply with any of the provisions of these Terms of Service.
- 9.5 If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us athello@justhazaar.com.
- 9.6 You must be at least 17 years of age and capable in your country of residence of entering into a legally binding agreement to use our Service. If you are under the age of 17 you must have a parent who is capable in your country of residence of entering into a legally binding agreement to use our Service.

## 10. Hazaar Marketplace and Payments

- 10.1 Our Service allows students and university staff to buy items from, and sell items to, other students and university staff, students and university staff to buy items from businesses and businesses to sell items to students and university staff alike on our App.
- 10.2 You can sell your items through our App by publishing pictures of the item you want to sell ("Sale Item"). When a user of the Service purchases a Sale Item, this amounts to a "Transaction".
- 10.3 Transactions may only take place via the App and using Hazaar's third party payment provider Hazaar Payments via Stripe.
- 10.4 Your use of Hazaar Payments via Stripe through our Service is subject to Stripe's Services Agreement, which includes Stripe's Terms of Service. You agree to be bound by the Stripe Service Agreement, as the same may be modified by Stripe from time to time. As a condition of Hazaar enabling payment processing services through Stripe, you agree to provide Hazaar complete and accurate information about you and your Hazaar account. By using Stripe, you hereby authorise Hazaar and Stripe to share any information and payment instructions you provide to the extent required to complete payments via the App. Where you use Hazaar Payments via Stripe and have given us and Stripe permission to do so, you may authorise and request Stripe to debit your bank account.

10.5 When the individual purchasing a Sale Item ("Buyer") pays for a Sale Item, the purchase funds are not automatically sent to the individual seller selling the Sale Item ("Individual Seller"). When the Buyer pays for a Sale Item, the Buyer will be provided with a QR code. When an Individual Seller meets with a Buyer to deliver Sale Items to the Buyer, the QR code must be scanned at the same time as the Sale Items are provided to the Buyer. Once this QR code has been scanned, the purchase funds provided by the Buyer will be released to the Individual Seller. If the QR code is not scanned by the Seller within 7 days of the Buyer making a payment for the Sale Item via the App, the purchase funds will be released back to the Buyer. In the event that the QR code is not scanned by the Individual Seller or not provided by the Buyer for whatever reason with the Buyer still collecting the Sale Item, we may, at our sole discretion, ensure that the payment of the Sale Item is processed irrespective of whether the QR Code is scanned or not.

10.6 You shall not sell or purchase a Sale Item by making direct arrangements with the Buyer or the Individual Seller or Business Seller ("Business Seller") (the Individual Seller and Business Seller together being a "Seller") to use a payment method other than the payment methods offered via the Service. If you sell or purchase a Sale Item by making direct arrangements with the Buyer or the Seller to use a payment method other than the payment methods offered via the Service, we may without prejudice to any other right or remedy available to us, suspend or terminate your access to the Service. 10.7 When you buy or sell a Sale Item, you are entering into a contract for the purchase of that Sale Item solely with the Buyer or Seller and you agree that you shall comply with the terms and conditions of such contract. Provided that we are not the Business Seller in a Transaction, we shall not be a party to such contract of sale and shall not be liable to you for any breach of that contract by the Buyer or Seller. In the event that both the Individual Seller and the Buyer are students, complaints, questions and claims related to a Sale Item should be directed to the Buyer or Individual Seller. However when there is Business Seller, complaints, questions and claims relating to a Sale Item must be directed to us or a member of staff as directed by the relevant university. 10.8 Unless where we are a Business Seller or Buyer of any Sale Items, we shall not be considered a party to any contract in respect of the same and therefore we have no control and do not give any warranty, commitment or guarantee relating to the existence, description, quality, safety, genuineness, lawfulness or legality of the Sale Items, or any other content made available by users, the ability of Buyers or Sellers to

buy (including the ability to pay) or sell (as applicable) Sale Items, or for any act or omission by Buyers or Sellers or any failure by the Buyer or Seller to comply with the terms and conditions of any contract for Sale Items.

- 10.9 When you buy or sell a Sale Item via our App you are responsible for complying with any applicable laws that apply to the purchase or sale (as applicable) for that Sale Item or Transaction.
- 10.10 We are not responsible for the conduct or any buyers and sellers (other than ourselves) on or off of our App or Service.
- 10.11 You agree and acknowledge that where you meet Buyers and Individual Sellers in person Hazaar is not responsible for what happens when you meet. Such Buyers and Sellers should use caution in interactions with other Buyers and Sellers. We advise people to meet in a safe place, in daylight and never alone, however unless we are a Seller or Buyer in a particular transaction, we shall not be liable or responsible for any act or omission of a Buyer or Seller when you meet them in person.
- 10.12 You agree and acknowledge that you will not provide your credit card, bank account and other financial information to other users of the Service or App.
- 10.13 You shall be liable to us and indemnify us for any breach you commit in relation to clauses 10.6 to 10.12 This means that you will be responsible for any loss or damage we suffer as a result of your breach of clauses 10.6 to 10.12.
- 10.14 In the event that a Sale Item does not match the description, quality, safety, genuineness, lawfulness or purported legality as set out in clause 10.8:
- 10.14.1 the Buyer and Seller may (where both parties are students) agree between themselves to refund the purchase price for the Sale Items and make such money transfers themselves without our intervention:
- 10.14.2 where we are a party to the transaction, we shall refund the Buyer (or the Seller as the case may be) in full;
- 10.14.3 where a student purchases a Sale Item from a business, the Buyer is required to contact us and provide such evidence and assistance as we shall reasonably require. We will then liaise with the business in question and hold such refund as agreed between the parties which shall thereafter be transferred back to the Buyer free of charge.

# 11. Your right to use the Service



- 11.1 We are the owner or the licensee of all intellectual property rights in our Service, the App and our website, and in the material and content published on them. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
- 11.2 In return for your agreeing to comply with these Terms of Service you may:
- 11.2.1 download or stream a copy of the App onto your mobile device and view, use and display the App and the Service on such devices for your personal purposes only; and 11.2.2 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.
- 11.3 You must not modify the digital copies of any materials you have downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
- 11.4 Our status (and that of any identified contributors) as the authors of content on our App and website must always be acknowledged (except where the content is user-generated).

#### 12. Your content

- 12.1 You confirm and warrant that that any content you, or your employees, submit or upload to our App or website ("User Content") whilst using the Service will meet the acceptable use restrictions set out in these Terms of Service. You will be liable for your own actions and vicariously liable for your employees' agents' officers' and representatives' actions and shall be liable to us and indemnify us for any breach of this warranty.
- 12.2 Any content you upload to our App or website will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you grant us a worldwide, non-exclusive, royalty-free, transferable, irrevocable and perpetual licence (with the right to grant sub-licences) to use, copy, reproduce, prepare derivative works of, display, perform, modify, and store the User Contract and to distribute and make it available to third parties for the purposes of providing our Service. 12.3 We also have the right to disclose your identity to any third party who is claiming that any User Content posted or uploaded by you to our site constitutes a violation of their intellectual property rights, or of their right to privacy.



- 12.4 We do not check or moderate any User Content before it is added to the Service by users. We have the right to remove any User Content posted or uploaded to the App or our website if, in our opinion, your post does not comply with the acceptable use restrictions set out in these Terms of Service.
- 12.5 You are solely responsible for securing and backing up your content.
- 12.6 We do not store terrorist content.

# 13. Acceptable Use Restrictions

- 13.1 When using the Service you, or any of your employees, must not:
- 13.1.1 use the App or any Service in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these Terms of Service, 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;
- 13.1.2 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 material or content (to the extent that such use is not licensed by these terms);
- 13.1.3 transmit any material that is defamatory, offensive, bullying, derogatory or otherwise objectionable or that contains unlawful content, nudity or violence in relation to your use of the App or any Service;
- 13.1.4 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;
- 13.1.5 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;
- 13.1.6 create more than one account on the Service (however, you may connect all your social networks or other services accounts, that we support, to your account on the Service) unless we agree otherwise;
- 13.1.7 provide to us any false or misleading information in your account details;
- 13.1.8 permit another person to use the Service under your name or on your behalf unless you are a business and such person is authorised by you to use the Service and the App;
- 13.1.9 send junk, spam or repetitive messages via the App or our website;
- 13.1.10 interfere or manipulate any ratings system or user feedback system;
- 13.1.11 offer to sell or buy any of the items we list as prohibited items;



- 13.1.12 take any action which is deliberately designed to circumvent or reduce the commission payable to us under clause 15;
- 13.1.13 post or upload any User Content which contains any information about another person without that person's permission or private or confidential information of any nature whatsoever.
- 13.2 You agree that you, and your employees where relevant, will:
- 13.2.1 not rent, lease, sub-license, loan, provide, or otherwise make available, the App, the Services or our website in any form, in whole or in part to any person without prior written consent from us;
- 13.2.2 not copy the App, Services or our website, except as part of the normal use of the App, Services or our website or where it is necessary for the purpose of back-up or operational security;
- 13.2.3 not translate, merge, adapt, vary, alter or modify, the whole or any part of the App, Services, or our website nor permit the App, the Services or our website or any part of them to be combined with, or become incorporated in, any other programs, except as necessary to use the App, the Services or our website on devices as permitted in these Terms of Service;
- 13.2.4 not disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the App, the Services or our website 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 or website 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:
- 13.2.4.1 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
- 13.2.4.2 is not used to create any software that is substantially similar in its expression to the App; 13.2.4.3 is kept secure; and 13.2.4.4 is used only for the Permitted Objective;
- 13.2.5 comply with all applicable technology control or export laws and regulations that apply to the technology used or supported by the App, Service or our website.



- 13.3 Failure to comply with this clause 13 constitutes a material breach of these Terms of Service and if you, or any of your employees, fail to comply with this clause 13, we may (without prejudice to any other right or remedy available to us):
- 13.3.1 immediate, temporary or permanent withdrawal of your right to use our Service;
- 13.3.2 immediate, temporary or permanent removal of any User Content (including the removal of Sale Items listed by you on the Service);
- 13.3.3 issuing of a warning to you;
- 13.3.4 legal action against you including proceedings for reimbursement of all costs (including, but not limited to, reasonable administrative and legal costs) resulting from the breach:
- 13.3.5 disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law.
- 13.4 We exclude our liability for all action we may take in response to breaches of this clause 13. The actions we may take are not limited to those described above, and we may take any other action we reasonably deem appropriate.
- 13.5 User Content has not been verified or approved by us. The views expressed by other users on the App or our website do not represent our views or values.
- 13.6 If you wish to complain about User Content uploaded by other users or the behaviour of a user of the App of Service either virtually or in-person, please contact us by email at hello@justhazaar.com.

#### 14. Data Protection

- 14.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause is in addition to, and does not relieve, remove or replace, a party's obligations or rights under all applicable data protection and privacy legislation in force from time to time in the UK ("Data Protection Legislation").
- 14.2 Without prejudice to the generality of clause 14.1, We shall, in relation to any Personal Data (as defined in the Data Protection Legislation) processed in connection with the performance by us of our obligations under this agreement:
- 14.2.1 process that Personal Data only on the documented written instructions of the you unless we are required by UK Law.



- 14.2.2 ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data
- 14.2.3 ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
- 14.2.4 notify you without undue delay on becoming aware of a Personal Data Breach (as defined in the Data Protection Legislation);
- 14.2.6 at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the agreement unless required by UK Law to store the Personal Data; and
- 14.2.7 maintain complete and accurate records and information to demonstrate its compliance with this clause.

#### 15. Seller commission

- 15.1 Where a user sells any Sale Item to another user of the Service, the Seller of the Sale Item will pay us a commission equal to 10% of the total amount received by the Seller (including VAT and any other applicable taxes, if any) for the Transaction ("Commission").
- 15.2 We shall deduct any fees charged to you by Stripe before sending the payout to you in accordance with the terms of your agreement with Stripe. We shall not be liable to pay any such fees to Stripe.
- 15.3 Our Commission will be deducted from your Stripe account or the funds transferred to you via Stripe (whichever is applicable) on receipt of the payment from the Buyer for the Sale Item.
- 15.4 The Commission is inclusive of VAT or other sales taxes (where applicable).
- 15.5 If you are a business you must pay all amounts due to us under these Terms of Service in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 15.6 If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of the Bank of England (as such rate may change and whenever such base rate is less than zero it shall be deemed zero). This interest shall accrue on a daily basis from the due



date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

15.7 If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

## 16. Ending our relationship

- 16.1 If at any time you decide you can no longer agree to these Terms of Service or any changes made to these Terms of Service or the Service, you must immediately stop using the Service.
- 16.2 If you wish to end your use of the Service, please contact us at hello@justhazaar.com from the email address linked to your account and ask us to deactivate your account. Where such a request comes from someone who is not the account holder, we may ask you to provide proof of who you are and your relationship to the user in question, and any other documents we may reasonably require.
- 16.3 We may end your rights to use the App and Services at any time by contacting you if you have broken these Terms of Service in a serious way. If what you have done can be put right we will give you a reasonable opportunity to do so.
- 16.4 We may also withdraw the App or the Service for any reason, without notice, at any time and without any liability to you.
- 16.5 If we or you end your rights to use the App and Services or we withdraw the App or the Service:
- 16.5.1 You must stop all activities authorised by these terms, including your use of the App and any Services.
- 16.5.2 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.
- 16.5.3 We may, at our sole discretion, block or freeze your account on the App should we feel is necessary to do so.
- 17. Our responsibility for loss or damage suffered by you



- 17.1 A Buyer alone is responsible for deciding whether to proceed with the sale or purchase of a Sale Item. Unless we are a Seller in a Transaction, we shall have no liability to you in relation to any Sale Items, any contract you make with the Buyer or Seller for any Sale Items, or any act or omission by a Buyer or Seller in connection with any Sale Items or a Transaction.
- 17.2 The Service and any content contained therein is provided on an 'as is' basis and we do not warrant that the Service will be uninterrupted or error-free.
- 17.3 The App, the Services and our website 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, the Service or our website. Although we make reasonable efforts to update the information provided by the App, the Service or our website, we make no representations, warranties or guarantees, whether express or implied, that such information is accurate, complete or up to date.
- 17.4 We do not guarantee that our App or our website will be free from bugs or viruses and we are not responsible or liable for any loss or harm caused by viruses, worms or other programmes designed to impair the App or our website.
- 17.5 Where our App or our website contains links to other Apps, websites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked Apps, websites or information you may obtain from them. We have no control over the contents of those Apps, websites or resources.
- 17.6 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.
- 17.7 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 app store site) meet your requirements.
- 17.8 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.
- 17.9 If you are a consumer, the following terms apply:
- 17.9.1 If we fail to comply with these Terms of Service, we are responsible for reasonable loss or damage you suffer that is a foreseeable and direct result of our

breaking these Terms of Service or our failing to use reasonable care and skill, but we are not responsible for any reasonable loss or damage that is not foreseeable or a direct result of our breaking these Terms of Service or our failing to use reasonable care and skill. 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.

17.9.2 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.

17.9.3 The App is for domestic and private use. If you use the App 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.

17.10 If you are a business, the following terms apply:

17.10.1 All terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982 are excluded.

17.10.2 Subject to clause 17.8:

17.10.2.1 we shall not be liable to you, whether in contract, tort(including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with these Terms of Service; and 17.10.2.2 our total liability to you for all other losses arising under or in connection with these Terms of Service, whether in contract, tort(including negligence), breach of statutory duty, or otherwise, shall in respect of each Transaction be limited to the total Commission paid or payable by you for that Transaction.

# 18. Resolving disputes

#### 18.1 Disputes with us

If you have a dispute with us relating to the Service, in the first instance please contact us at hello@justhazaar.com

18.2 Disputes with other users relating to a Transaction

When you buy or sell a Sale Item, you are entering into a contract for the purchase of that Sale Item solely with the Buyer or Seller and you agree that you shall comply with



the terms and conditions of such contract. We shall not be a party to such contract of sale and shall not be liable to you for any breach of that contract by the Buyer or Seller. Complaints, questions and claims related to a Sale Item should be directed to the Buyer or Individual Seller. When a Business Seller is a party to a Transaction, complaints, questions and claims related to a Sale Item should be directed to us.

#### 19. General

- 19.1 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.
- 19.2 We may transfer our rights and obligations under these Terms of Service 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 Terms of Service.
- 19.3 You may only transfer your rights or your obligations under these Terms of Service to another person if we agree in writing.
- 19.4 These Terms of Service do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms of Service.
- 19.5 Each of the clauses of these Terms of Service operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.
- 19.6 Even if we delay in enforcing these Terms of Service, we can still enforce them later. If we do not insist immediately that you do anything you are required to do under these Terms of Service, or if we delay in taking steps against you in respect of your breaking these Terms of Service, 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.
- 19.7 These terms are governed by English law and you can bring legal proceeding sin respect of the products in the English courts. If you are a consumer and live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you are a consumer and live in Northern Ireland you can bring legal



proceedings in respect of the products in either the Northern Irish or the English courts. If you are a business, we both agree to the exclusive jurisdiction of the courts of England and Wales.

# Prohibited items

Please read this list of prohibited items carefully

We reserve the right to decide what items are or aren't allowed on the marketplaces at any time. We might have to remove an item that even if not listed below, we think is in breach of the Terms and Conditions, is offensive or poses any type or risk we deem not prepared to take.

You cannot sell items that are legally prohibited in the UK.

#### Prohibited items

- 1. Adult only material and nudity
- 2. Advertisements
- 3. Alcohol
- 4. Animals and wildlife products
- 5. Counterfeit currency and stamps
- 6. Counterfeit items, replicas and unauthorised copies
- 7. Credit cards
- 8. Data banks, mailing lists and personal information
- 9. Drugs and drug paraphernalia
- 10. Drop-shipping
- 11. Food and edible items
- 12. Firearms, weapons and military items
- 13. Fireworks and kit for their implementation
- 14. Goods from embargoed countries
- 15. Government, transit and shipping-related items, government documents, IDs and licenses

- 16. Graphic and violent imagery
- 17. Hate speech and discriminatory content
- 18. Hazardous materials
- 19. Human remains, human organs and body parts
- 20. Lock-picking and locksmithing devices
- 21. Lotteries and giveaways
- 22. All medical devices (prescription and over-the counter medical devices), including contact lenses and used or unused diagnostic tests
- 23. Perfumes and cosmetics
- 24. Plants and seeds
- 25. Products subject to safety regulations
- 26. Real estate
- 27. Recalled items
- 28. Second hand clothing item that is not disclosed to be second hand or used
- 29. Services
- 30. Software
- 31. State or public agencies ownerships, artistic, historical and archaeological properties
- 32. Stocks and other securities
- 33. Stolen property and property with removed serial numbers
- 34. Tickets
- 35. Tobacco
- 36. TV de-scramblers
- 37. Vouchers, gift cards, digital and non-material goods