

# ReShopMe Marketplace

## Terms of Service:

Welcome to ReShopMe. We operate a social marketplace which allows you to buy and sell items using our website. Have a good time and remember our house rules.

### 1 Introduction

- 1.1 Welcome to the ReShopMe platform (the 'Site'). We'll refer to our website and other services as our "Services", and ReShopMe will be addressed individually or collectively as "ReShopMe", "we", "us", or "our". Do read through the following Terms of Service carefully before using the Site or any of our Services. By browsing our Site, you'll be agreeing to our Terms. The Terms are here for you, so that you are aware of your legal rights when using our services.
- 1.2 This document and any documents referred to within it will collectively make up the 'Terms of Service'.
- 1.3 Our "Services" include (a) the site, (b) the services provided by the site, (c) all information, linked pages, features, data, text, images, photographs, graphics, music, sounds, video, messages, tags, content, programming, software, application services. Any new features added to or augmenting the Services are also subject to these Terms of Service. Content that is posted by Users using our Services will be "Your Content". Your Content includes your usernames, shop names, profile pictures, listing photos, listing description, reviews, comments, videos etc.
- 1.4 Our services include an online platform service that provides a place and opportunity for the sale of goods or services between the buyer ("Buyer") and the seller ("Seller"), collectively known as "Users" or "Parties". The actual contract for a sale is directly between the Buyer and the Seller. We are not a party to that contract or any other contract between Buyer and Seller. Parties to the transaction will be entirely responsible for the sales contract between them in accordance with the listing of goods, warranty of purchase and like. As such, we accept no obligations in connection to these contracts. However, if you have problems with your order, we may step in to help (refer to section 10). We do not pre-screen Users and any of Your Content. We cannot ensure that Users will complete a transaction.
- 1.5 We reserve the right to change, modify, suspend, or discontinue all or any part of this Site or Services at any time. We may release certain Services or their features while they are still considered to be a beta version, which may not work correctly or in the same way as how the final version may work and cannot be held liable in such instances. We may also impose limit on certain features or restrict your access to parts of, or the entire Site or Service at its sole discretion without notice or liability.
- 1.6 We reserve the right to refuse to provide you access to the Site or Service or to allow you to open an Account for any reason.

### 2 Privacy

- 2.1 We know your personal information is important to you, so it's important to us. Our Privacy policy details how your information is used when you use our Services. When using our Services or providing information on the site, you consent to Our collection, use, disclosure, and processing of Your Content and personal data as described in the Privacy Policy.
- 2.2 Users in possession of another User's personal data obtained through the use of the Services hereby agree that, they will (a) comply with all applicable personal data protection laws, (b) allow User (owner of personal data) the right to remove their collected data from User (receiver of personal data) from the database upon request.

### **3 Your Account**

- 3.1 You'll need to create an account with Us to use some of our Services. Here are a few rules about accounts with Us:
- 3.2 You must be 18 or older to use our Service. Otherwise, you may only use our Services under the supervision of a parent or legal guardian.
- 3.3 Be honest with us and provide accurate information about yourself. It's not okay to use false information or impersonate another person or company through your account.
- 3.4 You are responsible for your account. You're solely responsible for any activity on your account. If you're sharing an account with other people, then the person's name on the account will ultimately be responsible for all activity. If you're registering as a business entity, you personally guarantee that you have the authority to agree to the Terms on behalf of the business. Also, your accounts are not transferable.
- 3.5 As we've mentioned above, you're solely responsible for any activity on your account, so remember to keep your login and password secure.

### **4 Limited License**

- 4.1 We grant you a limited and revocable license to access and use our Services, subject to our Terms of Service. All proprietary Content, trademarks, service marks, brand names, logos and other intellectual property displayed in the Site are the property of ReShopMe and where applicable, third party's proprietors identified in the Site. You agree not to copy, distribute, republish, mirror, frame or create derivative works without our prior written consent.

### **5 Your Content**

- 5.1 Content that you post using our Services is your content. This includes usernames, shop names, profile pictures, listing photos, listing descriptions, reviews, comments, video, etc.
- 5.2 You are solely responsible for Your Content. You represent that you have all necessary rights to Your Content and you're not infringing or violating any third party's rights by posting it.
- 5.3 Posting Your Content through our Services, you grant us a license to use it. This license allows us a non-exclusive, worldwide, royalty-free, irrevocable, sub-licensable, perpetual license to use, display, edit, modify reproduce, distribute, store, and prepare derivative works of Your Content to promote the Services or our Site.

We do not claim ownership to Your Content, but we have your permission to use it to help us function and grow.

- 5.4 If content that you own or have rights to has been posted to the Services without your permission and you want it removed, please contact us. If your Content infringes another person's intellectual property, we will remove it if we receive proper notice.
- 5.5 You agree to not post any content that is abusive, threatening, defamatory, obscene, vulgar, or otherwise offensive or in violation of our Prohibited Items/Services section. You also agree not to post any content that is false, misleading or uses the Services in a manner that is fraudulent or deceptive.

## **6 Your Use of Our Services**

- 6.1 We grant you a limited, non-exclusive, non-transferable, and revocable license to use our Services. You agree that you will not violate any laws in connection with your use of the Services. This includes any local, state, federal and international laws that may apply to you.
- 6.2 You are responsible for paying all fees that you owe to us. You are also solely responsible for collection and/or paying any applicable taxes for any purchases or sales you make through our Services.
- 6.3 You agree not to attempt to obtain source code of the services. You agree to not interfere with or disrupt/harm our services.
- 6.4 Violations of this policy may result in a range of actions, including any or all of the following: listing deletion, account suspension or legal action; if necessary.
- 6.5 If you believe a User on our Site is violating these terms, please contact us.

## **7 Purchase and Payment**

- 7.1 Currently we only support Credit Card payments. These payments are processed through third-party payment channels may vary depending on the jurisdiction you are in.
- 7.2 All sales on the platform are bidding. The seller is obligated to complete the transaction with the buyer in a prompt manner unless an exceptional circumstance arises.

## **8 Seller Commission**

- 8.1 The seller of any item/service will pay us a commission of 12.9% on the total transaction amount including taxes (if any) and shipping costs for any of the transactions made on our Site. This is composed of a 10% commission charged by the site and a 2.9% commission charged by the credit card payment channel.
- 8.2 Our commissions, any shipping costs and fees will be deducted directly from your funds before the funds are settled into your account.
- 8.3 All third-party payment channels charge you a fee for payment processing. This fee will be dependent on your location as well as your buyer's location. All payment processing fees will be included in the seller commission that we charge, except for a separate \$1.00 fixed fee charged on all transactions to cover the fixed fee component charges of credit card payment providers.

8.4 Luxury Items as a category have a separate commission structure. The seller of any Luxury Item will pay us a commission of 22.9% on the total transaction amount including taxes (if any) and shipping costs for any of the transactions made on our Site. This is composed of a 20% commission charged by the site and a 2.9% commission charged by the credit card payment channel.

**8.5 A company selling new Branded items is subject to a negotiable Professional Seller Agreement, and in the absence of a separate Professional Seller Agreement the default terms of this Agreement, where Branded items are categorized as Luxury Items for the calculation of all commissions.**

## **9 Seller's Responsibilities**

9.1 Sellers will properly manage and ensure that relevant information such as the price, details of items, inventory amount, and will not post inaccurate or misleading information.

9.2 The pricing of items/services for sale are determined by the Seller at his/her own discretion. The price of an item and shipping charges will include any additional charges such as sales tax, value-added tax, tariffs etc. Sellers will not charge Buyers such amounts additionally and separately.

9.3 Sellers are obligated to deliver items/services as described in a prompt manner unless there is an exceptional circumstance. If there are any exceptional circumstances the seller is obliged to contact the Buyer to inform them of any delays or inability to complete the transaction.

9.4 Sellers will issue additional receipts, credit card slips or tax invoices to Buyers on request.

## **10 Disputes with Other Users**

10.1 If you find yourself in a dispute with another user of our Services or a third party, we encourage you to contact the other party and try to resolve the dispute amicably.

10.2 Should you be unable to resolve the dispute between you and another user, we may step in to help resolve the dispute. If you would like us to get involved, please contact us. We will help in good faith based on our policies. However, we will not make judgments regarding legal issues or claims.

10.3 Whether you are a Buyer or a Seller of an item/service, you must cooperate with us throughout the dispute resolution process. We ask that you provide all information relating to the dispute that we request from you. Such requests will be directed to your designated email address. If we are unable to get a response from you, we may close the investigation or determine that the investigation has been resolved in favour of the other party.

## **11 Disputes as a Buyer**

11.1 You may raise two types of disputes, one where the 'item is not delivered' and the seller is not responding to any of your attempts to communicate. The second type of dispute is where the 'item is significantly not as described'.

- 11.2 You may pursue a report about a transaction or contact your card provider to pursue any chargeback options that may be available to you from your card provider. However, you may not pursue both options at the same time or seek double recovery in respect of the same transaction. If you raise a dispute with us and subsequently file a chargeback with your card provider, we will close your report.
- 11.3 If you have received a refund/exchange from the seller, you may not report that transaction.
- 11.4 If the 'item is not delivered' we will ask the seller to provide proof of shipping and delivery that can be tracked online. If the seller fails to do so, we will resolve the dispute in your favour.
- 11.5 If the 'item is significantly not as described', and both parties cannot agree as to the difference between the item/service that was sold and what was described, we will make a fair decision based on all the information we hold about the item. We will exercise our decision-making authority based on numerous factors, which include the description of the item at the point of purchase, communications between you and the seller as well as any documentation provided. All decisions made by us are final.

## **12 Disputes as a Seller**

- 12.1 As a seller, we encourage you to communicate actively with your buyer especially if there are any exceptional circumstances. We encourage you to be prompt in responding to your Buyers to avoid any unnecessary disputes.
- 12.2 For 'items that are not delivered' we will contact you to request for proof of shipping. The documentation must clearly show that you have shipped the item to the buyer's address as reflected on the sales receipt. The documentation must be able to be tracked online showing the date the item was sent and the official acceptance of the item by the shipping company and the status update that the item was delivered (buyer's acceptance). This is the only evidence that we will accept as proof of delivery. If proof of delivery cannot be provided, then we may resolve the dispute in favour of the buyer.
- 12.3 For 'items not as described' disputes, we will be reviewing the item description and images that were provided at the time of purchase. If both parties cannot agree as to the difference between the item/service that was sold and what was described, we will make a fair decision based on all the information we hold about the item. We will exercise our decision-making authority based on numerous factors, which include the description of the item at the point of purchase, communications between you and the buyer as well as any documentation provided. All decisions made by us are final.
- 12.4 If the buyer attempts to pursue any chargeback options, we will close the dispute to prevent double recovery.

## **13 Disputes with Us**

- 13.1 If you are upset with us, please let us know and hopefully we can resolve your issue. If we are unable to resolve the issue, these rules will govern any legal dispute involving our Services:

- 13.2 Governing Law. ReShopMe's local laws (New Zealand) govern the Terms of Service. The laws of New Zealand apply to all parties.
- 13.3 You agree that any dispute or claim arising from the Terms will be settled by arbitration where possible. Judgment on the arbitration award may be entered in any court that has jurisdiction. Any arbitration under the Terms will take place on an individual basis: class arbitrations and class actions are not permitted. Any decisions made by the arbitrator will be deemed final.

## **14 Changes to the Terms**

- 14.1 We are constantly updating and improving the Service to try and find ways to provide you with new and innovative features and services. Improvements and updates are also made to reflect changing technologies, tastes, behaviours, and the way people use the Internet and our Service.
- 14.2 We may revise the Terms of Service but the most current version will always be available at this link.
- 14.3 We will try, where possible and reasonable, to contact you to let you know about significant changes to any of the documents referred to in these Terms of Service. We may make contact through the system or via a separate email.
- 14.4 The current version of the Terms of Service contains the only terms that apply to our relationship with you. Older versions of the Terms of Service will no longer apply to our relationship and will be completely replaced by the current version.

## **15 Prohibited Items/ Services**

- 15.1 ReShopMe is not a curated marketplace. However, for a variety of reasons we prohibit certain types of items from our marketplace. Some of these items present legal risks to our community.
- 15.2 It is the Seller's responsibility to ensure that their proposed item complies with all laws and is allowed to be listed for sale in accordance with the local laws of the marketplace's incorporation. For Seller's convenience we have provided a non-exhaustive guideline on prohibited and restricted items that are not allowed for sale. We will update this guideline from time to time where necessary.
- 15.3 If an item/service is found to be in violation of this policy, we may subject the Seller to a range of adverse actions, including listing deletion, account suspension, account termination and legal action.

## **16 The following types of items are prohibited:**

- 16.1 Alcohol.
- 16.2 Tobacco products, smokeable products, e-cigarettes and e-liquid.
- 16.3 Drugs and drug paraphernalia.
- 16.4 Medicine, medicinal instruments, and items with objectionable medical claims. Listings are prohibited to make claims such as having a causal relationship between a substance and the prevention, cure or treatment of a disease or condition.
- 16.5 Live animals and insects.

- 16.6 Items made or derived from animals, including, but not limited to, endangered species and exotic animals.
- 16.7 Ivory or bones, including tusks, elk ivory, fossilized ivory, and woolly mammoth ivory from ivory-producing animals.
- 16.8 Human beings, human remains, body parts and items made from human remains, except for hair.
- 16.9 Hazardous materials which are flammable, explosive, corrosive, radioactive material, poisonous or otherwise dangerous.
- 16.10 Items or listings that promote, support or seek to engage users in illegal activity.
- 16.11 Items or listings that promote, support or glorify hatred and seek to discriminate and/or demean on the basis of race, religion, gender, gender identity, disability or sexual orientation.
- 16.12 Items that infringe copyright laws including, but not limited to, unauthorized sales of eBooks.
- 16.13 Counterfeit items.
- 16.14 Unauthorized resale of tickets.
- 16.15 Stolen or Illegal goods.
- 16.16 Illegal services not limited to prostitution.
- 16.17 Pornography and adult material and services including, but not limited to, pornographic books, magazines, videos, and pictures.
- 16.18 Used undergarments and intimate items.
- 16.19 Recalled items or items that present unreasonable risk of harm.
- 16.20 Mislabeled goods.
- 16.21 And any other items illegal or restricted in the jurisdiction of the Buyer and/or the Seller or which otherwise encourage illegal or restricted activities.
- 16.22 If you see a listing that violates our policies, please contact us.

## **17 Contact, feedback, and complaints**

- 17.1 If you need to contact us, please contact us via our site 'Support Centre'. We value hearing from our users and are always interested in learning about ways we can improve the Service. By providing your feedback you agree that you are giving up any rights you have in your feedback, so that we may use and allow others to use it without any restriction, and without any payment to you.