

Website Terms of Use

1 INTRODUCTION / ACCEPTANCE

1.1 This website (the "OnBuy Marketplace") is operated by OnBuy Ltd and OnBuy (EU) Ltd (each an "OnCommerce Company" and together "we", "us" or the "OnCommerce Companies"), under the name "OnBuy". Depending on your location and use of the OnBuy Marketplace, one or both OnCommerce Companies may provide services in connection with the OnBuy Marketplace. Full information about the OnCommerce Companies is set out at the end of these TOU.

1.2 OnBuy Ltd operates the OnBuy UK Marketplace and OnBuy (EU) Ltd operates the OnBuy EU Marketplace. References to the OnBuy Marketplace include either or both marketplaces, as applicable, and the website, apps, content, features and services made available under the OnBuy brand.

1.3 These Website Terms of Use ("TOU") govern the access and use of the OnBuy Marketplace including its content, software, account areas, features, functionality and services. Please read these TOU carefully. By accessing or using the OnBuy Marketplace, you accept and agree to be bound by these TOU. If you do not agree with these TOU, you should discontinue your use of the OnBuy Marketplace.

1.4 We amend these terms from time to time. Every time you wish to use our site, please check these terms to ensure you understand the terms that apply at that time. We recommend that you print or save a copy of these TOU for future reference.

1.5 Unless otherwise agreed to in writing by you and the applicable OnCommerce Company, by registering for or otherwise using the OnBuy Marketplace in any manner, including, but not limited to, visiting or browsing the OnBuy Marketplace, you agree to be bound by and comply with these TOU.

1.6 Certain areas of the OnBuy Marketplace, and certain functions and activities carried out through it may be subject to additional terms and policies, including:

- Our Privacy Policy, which explains how we collect, use and store your personal data.
- Our Cookie Policy, which sets out information about the cookies on the OnBuy Marketplace.
- Our Seller Terms, which apply to those selling on the OnBuy Marketplace.
- Our Customer Terms, which apply to those purchasing via the OnBuy Marketplace.

Where those additional terms apply and conflict with these TOU, the relevant additional terms will prevail to the extent of the conflict.



1.7 Unless explicitly stated otherwise, any new feature, development, or release of new functionality or service to the OnBuy Marketplace shall be subject to these TOU.

1.8 In consideration of your use of the OnBuy Marketplace, you agree to:

- a. provide true, accurate and complete information about yourself and maintain and promptly update such information to keep it true accurate and complete at all times; and
- b. adhere to these TOU and other policies included on the OnBuy Marketplace.

2 OUR BUSINESS

2.1 All products displayed on the OnBuy Marketplace are sold by third party independent sellers. The applicable OnCommerce Company is neither the buyer nor the seller of the products. The applicable OnCommerce Company provides the platform and acts as commercial agent for the sellers but not the customers.

2.2 The OnCommerce Companies' agreements with sellers authorise the applicable OnCommerce Company to conclude the sale of products to customers. This means that the sellers have permitted the applicable OnCommerce Company to bind the sellers to a sale of products. A contract formed on the completion of a sale of a product is made solely between the customer and the seller. The applicable OnCommerce Company is not a party to such contract nor does the applicable OnCommerce Company exert direct control over products or deliveries.

2.3 When a customer makes a payment through the OnBuy Marketplace, the payment is received by the applicable OnCommerce Company acting as commercial agent for the seller. Payment by the customer to the applicable OnCommerce Company settles the debt owed by the customer to the Seller. Further information about payments, refunds and OnBuy Purchase Protection is set out in the Customer Terms.

2.4 Businesses are not permitted to make purchases via the OnBuy Marketplace.

3 ACCEPTABLE USE POLICY

3.1 You agree that you will not, in connection with the OnBuy Marketplace:

3.1.1 breach any applicable law, regulation or code of conduct or infringe any intellectual property or other rights of the OnCommerce Companies or third parties' rights;

3.1.2 publish or send any information (including links or references to other content) or otherwise behave in a way, which:

3.1.2.1 is unlawful, fraudulent, deceptive, defamatory, threatening, harassing, invasive of privacy, offensive, vulgar, racist, hateful, discriminatory, obscene, pornographic, sexually suggestive, promoting of self-harm, misleading, abusive or deceptive;

3.1.2.2 involves phishing or scamming or similar;

3.1.3 publish or send any information which involves revealing any personal data of another person (i.e., information enabling someone to be identified or contacted) unless you have a lawful basis to do so;

3.1.4 impersonate any person or entity for the purpose of misleading any of the OnCommerce Companies or others;

3.1.5 reproduce, copy, sell or resell access to the OnBuy Marketplace;

3.1.6 use the OnBuy Marketplace to provide a similar service to third parties or otherwise with a view to competing with the OnCommerce Companies;

3.1.7 sell advertising, sponsorship or promotions on or in connection with content except where explicitly authorised by the applicable OnCommerce Company;

3.1.8 use the OnBuy Marketplace for junk mail, spam, pyramid or similar or fraudulent schemes (including fake reviews);

3.1.9 misuse the OnBuy Marketplace by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful, or otherwise harmfully interacting with the OnBuy Marketplace or any part of it. You must not attempt to gain unauthorised access to the OnBuy Marketplace, the server on which the OnBuy Marketplace is stored or any server, computer or database connected to the OnBuy Marketplace or any other equipment or network connected with the OnBuy Marketplace. You must not interfere with, damage or disrupt any software used in the provision of the OnBuy Marketplace or any equipment or network or software owned or used by any third party on which the OnBuy Marketplace relies in any way. You must not attack the OnBuy Marketplace via a denial-of-service attack or a distributed denial-of-service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the OnBuy Marketplace will cease immediately.

3.1.10 use the OnBuy Marketplace to send abusive, sexually explicit or discriminatory messages to any of the OnCommerce Companies or third parties;

3.1.11 gain unauthorised access to any part of the OnBuy Marketplace or anything connected to it;



3.1.12 do anything which any of the OnCommerce Companies reasonably believes is inappropriate or may negatively affect other users' enjoyment of the OnBuy Marketplace; and

3.1.13 attempt, encourage or assist any of the above.

3.1.14 submit, commission or facilitate a review of a product, seller or service that does not reflect your own genuine experience, or offer or accept an incentive in exchange for writing or amending a review without disclosing that incentive.

4 CONTENT

4.1 You acknowledge that any information published or sent on or via the OnBuy Marketplace by other users is the sole responsibility of the person who created such content.

4.2 The OnCommerce Companies cannot guarantee that any general information that it may make available on the OnBuy Marketplace is accurate or up to date. You rely on it at your own risk.

4.3 The applicable OnCommerce Company may suspend, alter, remove or delete content, or disclose information to relevant authorities or complainants, where it reasonably believes that:

- the content or behaviour breaches these TOU;
- the content or behaviour is unlawful;
- the content or behaviour has been the subject of a complaint;
- doing so is necessary to protect the OnCommerce Companies, users, third parties or the OnBuy Marketplace; or
- disclosure is required by law or a competent authority

4.4 If you believe that content on the OnBuy Marketplace is illegal, or that a product listed is unsafe or non-compliant, you can report this to the applicable OnCommerce Company using the reporting process made available by the applicable OnCommerce Company. We will assess reports of this kind and take action in accordance with applicable law, including cooperating with market surveillance and other competent authorities.

5 PRIVACY

5.1 We will only use your personal information as set out in our Privacy Policy.

6 FUNCTIONING OF THE ONBUY MARKETPLACE

6.1 The OnCommerce Companies do not guarantee that the OnBuy Marketplace will be uninterrupted or error-free. The OnCommerce Companies are not responsible for any losses arising from such errors or interruptions, except where liability cannot be excluded under applicable law. The OnCommerce Companies reserve the right, without notice and without liability, to suspend the OnBuy Marketplace for repair, maintenance, improvement, or any other technical reasons.

7 YOUR ACCOUNT

7.1 If any of the OnCommerce Companies (through the OnBuy Marketplace) permit you to create an OnBuy Marketplace account, this is for your individual use only and is non-transferable to third parties unless agreed by any of the OnCommerce Companies via the OnBuy Marketplace in writing. You must not authorise or permit any third-party to use your account. You must take reasonable care to protect and keep confidential the account password and other account or identity information. You must notify the OnCommerce Companies immediately of any apparent breach of security such as loss, theft, misuse or unauthorised disclosure or use of a password by contacting OnBuy's Help & Support Centre. You are responsible for third parties who use your account or identity (unless and to the extent that the applicable OnCommerce Company is at fault).

7.2 The OnCommerce Companies reserve the right to suspend or terminate accounts (including deletion of data contained therein) and refuse any future use of the OnBuy Marketplace (or any part thereof) in the event of a breach of any of these TOU.

8 INTELLECTUAL PROPERTY RIGHTS

8.1 All trademarks, logos, content (including the OnBuy Marketplace structure and layout), graphics, images, photographs, animation, videos, text and software used on the OnBuy Marketplace are intellectual property owned by the OnCommerce Companies, their parent company or that of their suppliers, partners or other users. For the purposes of your personal use only, you may view such material on your screen and print a single copy. You may not otherwise use, sublicense, retrieve, display, modify, copy, print, sell, distribute, download, hire, reverse engineer (unless permitted by applicable law) or create extracts of, or derivative works from, such material without prior written consent from the applicable OnCommerce Company.

8.2 You shall not conduct, facilitate, authorise or permit any text or data mining or web scraping in relation to the OnBuy Marketplace or any services provided via, or in relation to, the OnBuy Marketplace for any purpose, including the development, training, fine-tuning or validation of AI systems or models. This includes using (or permitting, authorising or attempting the use of):



8.2.1 Any "robot", "bot", "spider", "scraper" or other automated device, program, tool, algorithm, code, process or methodology to access, obtain, copy, monitor or republish any portion of the OnBuy Marketplace or any data, content, information or services accessed via the same.

8.2.2 Any automated analytical technique aimed at analysing text and data in digital form to generate information or develop, train, fine-tune or validate AI systems or models which includes but is not limited to patterns, trends and correlations.

The provisions in this clause should be treated as an express reservation of our rights in this regard, including for the purposes of Article 4(3) of the Digital Copyright Directive ((EU) 2019/790). This clause will not apply insofar as (but only to the extent that) we are unable to exclude or limit text or data mining or web scraping activity by contract under the laws that are applicable to us.

8.3 When you upload or post content to the OnBuy Marketplace you grant us the following rights to use that content:

8.3.1 A perpetual, worldwide, non-exclusive, royalty-free, transferable licence to use, reproduce, distribute, prepare derivative works of, display, and perform that user-generated content in connection with the service provided by the OnBuy Marketplace and across different media including to promote OnBuy Marketplace.

8.3.2 A perpetual worldwide, non-exclusive, royalty-free, transferable licence for other users, partners or advertisers to use the content in accordance with the functionality of the OnBuy Marketplace.

8.4 OnBuy Marketplace may include information and materials uploaded by other users. This information and these materials have not been verified or approved by us. The views expressed by other users on our site do not represent our views or values.

9 THIRD PARTY WEBSITES / ADVERTISING / SERVICES

9.1 The OnCommerce Companies may link to third party websites which may be of interest to you and/or include third party advertising on our site and/or use third party-provided services on our site. The OnCommerce Companies do not recommend or endorse, nor is it legally responsible for, those sites or services. You use such third-party sites or services at your own risk.

10 BREACH

10.1 If you breach these TOU, the applicable OnCommerce Company may take such action as it reasonably considers necessary, including suspending or terminating your access to the OnBuy Marketplace, blocking access to services made available through the OnBuy Marketplace, removing



content, issuing warnings, or taking legal action. The applicable OnCommerce Company may seek injunctive or other equitable relief in relation to any actual or threatened breach of these TOU, in addition to any other rights or remedies available to it.

11 TERMINATION

11.1 The applicable OnCommerce Company may suspend, restrict or terminate your access to all or part of the OnBuy Marketplace where it reasonably considers it necessary to do so, including where you breach these TOU, misuse the OnBuy Marketplace, create legal or security risks, or where required by law.

11.2 Upon termination, the OnCommerce Companies may immediately deactivate, restrict or delete any accounts you have with the OnBuy Marketplace.

11.3 The OnCommerce Companies have no responsibility or liability for the deletion or failure to store any content maintained or transmitted through the OnBuy Marketplace.

12 LIABILITY

12.1 Nothing in these TOU limits or excludes liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any liability which cannot lawfully be excluded or limited.

12.2 If you are a consumer, the OnBuy Marketplace is provided for personal and non-commercial use only. We will not be liable for any business losses including loss of profit, loss of business, loss of anticipated savings or loss of business opportunity.

12.3 If you are a business user, to the fullest extent permitted by law:

- a. all implied warranties, representations and conditions are excluded; and
- b. the OnCommerce Companies will not be liable for any indirect or consequential loss, loss of profit, revenue, business, anticipated savings, goodwill, reputation or data arising out of or in connection with your use of, inability to use, or reliance on the OnBuy Marketplace.

12.4 Nothing in these TOU affects the statutory rights of consumers.

12.5 You agree to indemnify and hold each of the OnCommerce Companies and their parent companies, subsidiaries, affiliates, officers, agents and other partners, sellers and employees, harmless from any claim, demand, liability, cost, expense or loss (including reasonable legal fees) arising out of or in connection with:

- a. any material you submit, post to or transmit via the OnBuy Marketplace;
- b. your unlawful, unauthorised or negligent use of the OnBuy Marketplace, or your use of the OnBuy Marketplace otherwise than as permitted by these TOU; or
- c. your breach of these TOU.

13 LAW & JURISDICTION

13.1 These TOU and any dispute or claim arising out of or in connection with them (including any non-contractual disputes or claims) are governed by and construed in accordance with the laws of England and Wales, excluding any conflict of laws principles. You agree to submit to the non-exclusive jurisdiction of the courts of England and Wales. For consumers who are habitually resident outside of the United Kingdom, the above choice of law does not exclude the protection afforded to you by the mandatory provisions of the law of the country in which you have your habitual residence, and you may bring proceedings in connection with these TOU in the courts of the country in which you are habitually resident.

14 GENERAL

14.1 The applicable OnCommerce Company may send all notices under these TOU by email to the most recent email address you have supplied to the OnCommerce Companies via the OnBuy Marketplace (unless otherwise stated in these TOU).

14.2 Headings used in these TOU are for information and are not binding. Any failure by either party to exercise or enforce any right or provision of these TOU shall not constitute a waiver.

14.3 Each clause of these TOU operates separately. If any court or relevant authority decides that any clause is unlawful or unenforceable, the remaining clauses will remain in full force and effect.

14.4 The applicable OnCommerce Company may transfer its rights pursuant to these TOU to a third party, but this will not affect your rights or obligations. You may not transfer your rights or obligations without prior written consent from the applicable OnCommerce Company.

14.5 Any person who is not a party to these TOU shall have no rights to enforce them except insofar as expressly stated otherwise.

15 COMPLAINTS

15.1 If you have any complaints, please contact us via our Help Centre, or via the contact details shown below.



16 COMPANY INFORMATION

16.1 OnBuy Ltd a company registered at 167-169 Great Portland Street, 5th Floor, London, England, W1W 5PF (registration number 15611912); and

16.2 OnBuy (EU) Ltd a company registered at 25 North Wall Quay, Dublin 1, D01 H104 (registration number 764002).