

Website Terms of Use

1 Introduction

1.1 This website (the "OnBuy Marketplace") is owned and operated by. OnBuy Ltd and OnBuy (EU) Ltd. (together the OnBuy Companies) which all trade under the name OnBuy. Full information about the OnBuy Companies is set out at the end of this document.

1.2 The OnBuy Ltd operates the OnBuy UK Marketplace and OnBuy (EU) Ltd operates the OnBuy EU Marketplace. Reference to the OnBuy Marketplaces herein refers to either or both marketplaces.

1.3 These Website Terms of Use ("TOU") govern the use of the OnBuy Marketplaces including their content, software and services offered. By using the OnBuy Marketplaces, you accept and agree to be bound by the TOU. If you disagree with the TOU or any changes that are made to them, you should discontinue your use of the OnBuy Marketplaces.

1.4 Please read these TOU carefully. They cancel and replace any previous versions. Please print or save these TOU for future use as OnBuy cannot guarantee that they will remain accessible on the OnBuy Marketplaces in future.

1.5 These TOU accompany other contracts, guidelines, and policies which the OnBuy Companies may publish from time to time.

1.6 Subject to 1.7 (below), in the case of any conflict, these TOU shall prevail over any conflicting statements, guidelines and policies on the OnBuy Marketplace.

1.7 These TOU apply to all natural and legal persons that interact with the OnBuy Marketplace for any reason. Whilst the [OnBuy Seller Terms](#) apply to those selling on the OnBuy Marketplace, and the [OnBuy Customer Terms](#) (itself incorporated into the Seller Terms) applies to those buying via the OnBuy Marketplaces, these contracts do not invalidate the TOU. Where the Seller Terms and Customer Terms (either or both) apply, if any clauses within those contracts conflict with these Terms, the clause in those contracts shall prevail over these Terms.

1.8 All products displayed on the OnBuy Marketplaces are sold by third party independent sellers. OnBuy is neither the buyer nor the seller of the products. OnBuy provides the platform and acts as commercial agent for the sellers but not the customers. OnBuy's agreements with sellers authorise OnBuy to conclude the sale of products to customers. This means that the sellers have permitted OnBuy 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. OnBuy is not a party to such contract nor does OnBuy exert direct control over products or deliveries. When payment is made by a customer in the UK, the funds are paid to OnBuy Ltd in its role as commercial agent for the seller. When payment is made by a customer in the EU, the funds are paid to OnBuy (EU) Ltd in its role as commercial agent for the seller. Payment by the customer to the relevant OnBuy company settles the debt owed by the customer to the Seller. Full details of the customer payments and refunds mechanism is set out in the [Customer Terms](#). All purchases made via the OnBuy Marketplace are automatically covered by [OnBuy Protection](#).

1.9 Businesses are not permitted to make purchases via the OnBuy Marketplaces.

1.10 In consideration of your use of the OnBuy Marketplaces you agree to:

- (a) provide true, accurate, current and complete information about yourself at all times;
- (b) adhere, to these TOU, other policies included on the OnBuy Marketplace.

2 Changes to the TOU

2.1 The OnBuy Companies may change these TOU by posting the revised version on the OnBuy Marketplaces at any time. Please check the OnBuy Marketplaces from time to time. You will be bound by the revised TOU if you continue to use the OnBuy Marketplaces following the effective date of such changes.

2.2 Unless explicitly stated otherwise, any new feature, development, or release of new properties to the OnBuy Marketplaces shall be subject to these TOU (or as amended).

3 Privacy Policy

3.1 Data relating to your OnBuy account and other information about you is subject to [OnBuy Privacy and Cookies Policy](#).

4 Acceptable Use Policy

4.1 You agree that you will not, in connection with the OnBuy Marketplaces:

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

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

4.1.3 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;

4.1.4 involves phishing or scamming or similar; or

4.1.5 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 that person is 18 years or over and you have obtained that person's explicit written consent, or you are the parent/guardian of such person;

4.1.6 impersonate any person or entity for the purpose of misleading any of the OnBuy Companies or others;

4.1.7 reproduce, copy, sell or resell access to the OnBuy Marketplaces;

4.1.8 use the OnBuy Marketplaces to provide a similar service to third parties or otherwise with a view to competing with OnBuy;

4.1.9 sell advertising, sponsorship or promotions on or in connection with content except where explicitly authorised by the OnBuy Companies;

4.1.10 use the OnBuy Marketplaces for junk mail, spam, pyramid or similar or fraudulent schemes;

4.1.11 do anything which may have the effect of disrupting the OnBuy Marketplaces, including worms, viruses, software bombs, mass mailings, disproportionate or vexatious use of OnBuy's Customer Care Team;

4.1.12 use the OnBuy Marketplaces to send abusive, sexually explicit or discriminatory messages to any of the OnBuy Companies or third parties;

4.1.13 gain unauthorised access to any part of the OnBuy Marketplaces or anything connected to it;

4.1.14 use any automated means to interact with OnBuy Companies' systems excluding public search engines;

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

4.1.16 attempt, encourage or assist any of the above.

5 Content

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

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

5.3 The OnBuy Companies reserve the right without notice or refund to suspend, alter, remove or delete content or to disclose information to the relevant authorities or to a complainant any content or behaviour if it is the subject of complaint or where the OnBuy Companies have reason to believe that it breaches these Terms, or that such steps are necessary to protect the OnBuy Companies or others, or that a criminal act has been committed, or if the OnBuy Companies are required to do so by law or appropriate authority.

6 Privacy

6.1 You acknowledge and agree that OnBuy may process your personal data in accordance with the terms of our [OnBuy Privacy and Cookies Policy](#), which is subject to change from time to time.

7 Functioning of the OnBuy Marketplace

7.1 The OnBuy Companies do not guarantee that the OnBuy Marketplaces will be uninterrupted or error-free. The OnBuy Companies are not responsible for any losses arising from such errors or interruptions. The OnBuy Companies reserve the right, without notice and without liability, to suspend the OnBuy Marketplaces for repair, maintenance, improvement, or any other technical reasons.

8 Your Account

8.1 If any of the OnBuy Companies (through the OnBuy Marketplaces) permit you to create an OnBuy account, this is for your individual use only and is non-transferable to third parties unless agreed by any of the OnBuy Companies via the OnBuy Marketplaces 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 OnBuy Companies

immediately of any apparent breach of security such as loss, theft, misuse or unauthorised disclosure or use of a password by contacting OnBuy [Help and Support Centre](#). You are responsible for third parties who use your account or identity (unless and to the extent that the OnBuy Companies are at fault).

8.2 The OnBuy Companies reserve the right to suspend or terminate a customer account (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.

9 Intellectual Property Rights

9.1 All trademarks, logos, content (including the OnBuy Marketplaces structure and layout), graphics, images, photographs, animation, videos, text and software used on the Marketplaces are intellectual property owned by the OnBuy 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 relevant OnBuy company.

9.2 You must not collect, scrape, harvest, frame or deep-link to any information on the OnBuy Marketplace without specific prior written consent from at least one of the OnBuy Companies.

9.3 All users license (i.e. permit) the OnBuy Companies to use their content for the purpose of delivering and promoting the OnBuy Marketplaces, both on the OnBuy Marketplaces and also, for marketing purposes, on other channels including different websites, social media and emails.

10 Third Party Websites / Advertising / Services

10.1 The OnBuy 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 OnBuy 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.

11 Breach

11.1 You agree that the OnBuy Companies may, at their sole discretion, and without prior notice to you, terminate your access to the OnBuy Marketplaces and/or block your access to the services therein if it is identified that you have breached these TOU. You also accept that breaches by you of these TOU will constitute an unlawful and unfair business practice, and will cause losses to which the OnBuy Companies, for which damages may not be an adequate remedy for breach of the terms set out in this Agreement. Accordingly, you agree that that the OnBuy Companies will be entitled without proof of special damage to the remedies of an injunction and other equitable relief for any actual or threatened breach of these TOU. Such remedies are in addition to any other remedies OnBuy may have at law.

12 Termination

12.1 The OnBuy Companies may, at their sole discretion and without prior notice, terminate your access to the OnBuy Marketplaces.

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

12.3 The OnBuy Companies have no responsibility or liability for the deletion or failure to store any content maintained or transmitted by the Service.

13 Liability

13.1 Nothing in this agreement in any way limits or excludes the OnBuy Companies' liability for negligence causing death or personal injury or for fraudulent misrepresentation or for anything which may not legally be excluded or limited in the location of the customer. In this section, any reference to the OnBuy Companies includes their employees and agents.

13.2 You must give OnBuy Companies a reasonable opportunity to remedy any matter for which it is potentially liable before you incur any costs remedying the matter yourself.

13.3 **If you are a consumer** (i.e., an individual acting for purposes which are wholly or mainly outside that person's trade, business, craft or profession), the OnBuy Companies (individually and jointly) shall not be liable to you for any loss or damage caused by it or their employees or agents in circumstances where:

13.3.1 there is no breach of a legal duty of care owed to you by any of the OnBuy Companies or by any of the OnBuy Companies employees or agents;

13.3.2 such loss or damage was not foreseeable (meaning it was not an obvious consequence of our breach or not contemplated by you and the OnBuy Companies at the time this agreement was entered into);

13.3.3 such loss or damage is caused by you, for example by not complying with these TOU; or

13.3.4 such loss or damage relates to a business.

13.4 **If you are a consumer** (i.e., an individual acting for purposes which are wholly or mainly outside that person's trade, business, craft or profession), you will be liable for any reasonably foreseeable loss or damage that any of the OnBuy Companies suffer arising from your breach of this agreement or misuse of the OnBuy Marketplace (subject to OnBuy Companies obligation to mitigate any losses).

13.5 NOTHING IN THESE TOU SHALL AFFECT THE STATUTORY RIGHTS OF CONSUMERS.

13.6. **The following clauses apply only if you are a business (i.e. not a consumer):**

13.6.1 In no event (including OnBuy Companies own negligence) will the any of the OnBuy Companies be liable to you for any:

13.6.2 economic losses (including, without limit, loss of revenues, profits, contracts, business or anticipated savings);

13.6.3 loss of goodwill or reputation;

13.6.4 special, indirect, or consequential losses; or

13.6.5 damage to or loss of data

(even if any of the OnBuy Companies had been advised of the possibility of such losses).

13.6.6 You agree to indemnify and hold each of the OnBuy Companies and their subsidiaries, affiliates, officers, agents and other partners, sellers and employees, harmless from any claim or demand, including reasonable legal fees, made by any third party due to or in connection with material you submit, post to or transmit via the OnBuy Marketplace, your use of or connection to the services supplied by the OnBuy Companies via the OnBuy Marketplace and any breach of these TOU.

13.6.7 To the extent allowed by law, you and the OnBuy Companies exclude all terms, whether imposed by statute or by law or otherwise, that are not expressly stated in these TOU.

14 Law & Jurisdiction

14.1 These TOU shall be governed by English law and any disputes will be decided only by the courts of England.

15 General

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

15.2 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" (i.e. that it cannot be enforced later).

15.3 If any of these TOU are determined ineffective or unenforceable by any court, then that individual term will be replaced with a provision which as far as possible achieves the same thing and the rest of the TOU shall continue to apply.

15.4 OnBuy 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 one of the OnBuy Companies.

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

16 Complaints

16.1 If you have any complaints, please contact us via the contact details shown below.

17 Company Information

17.1 OnBuy Ltd a company registered at 12-14 OnBuy House, 12-14 Dean Park Crescent Bournemouth, Bournemouth, Other, United Kingdom, BH1 1HL (registration number 15611912); and

17.2 OnBuy (EU) Ltd a company registered at 3 Dublin Landings, North Wall Quay, Dublin 1, DE1 C4E0 (registration number 764002).