

SELLERS TERMS AND CONDITIONS

1. INTRODUCTION

These terms and conditions (we refer to them as the "Conditions") between you ("you"), when you sell goods or digital content on Carib and Co Brunch Community Interest Company ("we", "us").

It is important that you read and understand these Conditions before agreeing to them.

2. FEES

Sellers may be required to pay the following types of fees. Please note that all fees are listed exclusive of any value – added tax (VAT) that may apply.

Transaction Fees

When you make a sale through Caribandcobrunch.org.uk, you will be charged a commission fee of 7% of the price you display for each listing. This fee with support the furtherance of the objects of Carib and Co Brunch Community Interest Company.

Currency Conversion Fee

If our payment to you involves a currency conversion, it will be completed at a foreign exchange rate determined by a financial institution, which is adjusted regularly based on market conditions and which may be applied immediately and without notice to you. This exchange rate includes a processing fee expressed as 2% above the wholesale exchange rate at which we obtain foreign currency, and the processing fee is retained by us.

The applicable foreign exchange rate is accessible to you at any time via the User Dashboard and we suggest that you check the User Dashboard to keep updated of the exchange rate applicable at any given time.

Refund Fee

You will pay a Refund Fee to us where the price paid for a Product sold through our Website is refunded to the Customer. The Refund Fee is not refundable under any circumstances.

The Refund Fee is 2.5% of the total amount refunded, or such other amount as we may notify to you from time to time.

3. Taxes

You are responsible for collecting and paying any taxes associated with using and making sales through Carib and Co Brunch's services.

4. Payments

Carib and Co Brunch has engaged third-party service providers to perform many of the services related to payment processing, including card processing, currency exchange, identity verification, fraud analysis and regulatory compliance.

Carib and Co Brunch partners with PayPal, Stripe and other licensed payment processors to facilitate card payments and other payments and the disbursement of funds to sellers. The provider and processing time for your payment will vary based on the country in which you're located. If there are insufficient funds in your bank account when our provider processes the payment for your purchase, Carib and Co Brunch reserves the right to contact you directly and to seek payment.

Carib and Co Brunch may share your personal or transactional information with those third-party service providers when it's necessary to process payments.

By using a third-party service, you may also be subject to an agreement with the third party.

5. TERM AND TERMINATION

Your storefront shop front account will be activated after:

- i. we have received from you a Register to Sell with us form completed to our satisfaction.
- ii. we have received from you an Application Form completed to our satisfaction.
- iii. we have notified you in writing of our acceptance of your Application Form. It will be entirely at our discretion whether we accept your Application Form; and
- iv. you have agreed to an ongoing indefinitely discount or an ongoing indefinitely free delivery service or seasonal discounts including; Valentine's day, Mother's day, Easter, Father's day and Christmas that will benefit our customers and the community. The seasonal discount will take place at least 10 (ten) day's before seasonal dates and will last for 2 (two) day's only.

6. THE SERVICE PROVIDED BY US

i. provide you with a password so that you can set up your Storefront and, once we've made the functions available to you, update the Storefront;

ii. provide the Service with reasonable skill and care; and

iii. use reasonable efforts to restore any faults in the Service as soon as reasonably possible. As you will appreciate, the transmission of information via the internet is not completely secure, there is always a risk that communications by electronic means may not reach their intended destination, or may do so much later than intended, for reasons outside of our control, and that it is technically impossible to provide the Service entirely free of fault at all times.

B. We reserve the right to revise or alter the Service. Any variation in the Service will be subject to these Conditions.

C. The Site provides a platform to allow you to offer and sell your Products directly to Customers. In doing so, you authorise and appoint us as your commercial agent to directly negotiate and/or conclude the sale and/or purchase of Products between you and Customers via our Service and we accept this appointment in accordance with these Conditions. As part of this process:

i. any contract to sell and buy Products is made only between you and the Customer concerned and we are not a party to any such contract;

ii. we facilitate the negotiation of the sale of Products between you and Customers through the use of the User Dashboard and e-mail communication services operated and managed by us, together with our Service, which contribute to increasing your goodwill, promote your Products and generally encourage Customers to place orders with you; and

iii. products offered for sale through the Site are neither owned by us nor come into our possession at any time.

D. We use a third party service provider to provide Customer Feedback (the "Customer Feedback Agent"). By using the Site and the Service you agree that:

i. we and/or the Customer Feedback Agent may, at our/their discretion, post on your relevant Product Page and on the Customer Feedback Agent's website any and all Customer Feedback relating to a transaction for a period of up to two (2) years after we and/or the Customer Feedback Agent receives that Customer Feedback;

ii. You agree that you will ensure that any Response is true and accurate and not misleading in any way, and does not contain any material that may be construed as offensive, defamatory or unlawful.

iii. We may, in accordance with the applicable terms and conditions of any Third Party, elect to amend, or not to post, any Response that we and/or the Third Party consider, in our/their sole discretion, to be offensive, defamatory, unlawful or otherwise inappropriate.

4. YOUR OBLIGATIONS – WHAT YOU PROMISE

A. YOUR ACCOUNT

You promise that:

i. all information you provide us are true and accurate.

ii. where your business is incorporated (whether as a company, partnership, unincorporated association, or sole trader) your business must be in the United Kingdom or the Republic of Ireland;

iii. where your business is established as a limited or public limited company, you are listed as a director on Companies House and all other information held on Companies House reflects the information you provide to us (e.g. company registration number, director(s) name(s), trading address, company name);

iv. you are at least 18 years old; and

v. you have a trading (operating) address in the United Kingdom or the Republic of Ireland.

vi. telephone and email address correspond with any details held on Companies House where the statement relates to a limited or public limited company);

vii. You agree to keep your account details, including (both the new Seller's name and, where applicable, their company name), address, sort code and account number up-to-date on the User Dashboard throughout your use of the Service. HMRC legislation

means that we have a responsibility to ensure your VAT compliance. If we believe you are not compliant, we retain the right to suspend your Storefront until your account information has been updated.

Please see our Seller Privacy Policy for more information on how we handle this information.

B. TECHNICAL

You agree to:

i. establish and maintain access to the internet at your own cost, through use of a computer or other access device;

ii. ensure that at all times all computer hardware and software you use to access and interoperate with the Site is equipped and functions with up-to-date software (including up-to-date internet browser software) and up-to-date protection against Viruses; and

iii. ensure that all information you supply electronically to us and to the Site is submitted free from Viruses.

ii. We have no responsibility for the provision, support and maintenance of any of your hardware or software used to provide you with access to the internet or the Site, or any related hardware or software (including any IP router, proxy server, firewall or anti-Virus software), the responsibility for which will remain exclusively with you.

C. SECURITY

You:

i. are responsible for the security and proper use of all passwords, or other security devices used in connection with the provision of the Service and access to the Storefront (which includes changing passwords on a regular basis);

ii. will take all necessary steps to ensure that passwords and other security devices remain confidential, secure, used properly and not disclosed to unauthorised third parties;

iii. will inform us immediately if there is any reason to believe that a password or any other security device has or is likely to become known to someone not authorised to use it, or is being or is likely to be used in an unauthorised way;

iv. will inform us immediately if you forget or lose a password and must satisfy such security checks as we may operate in order to obtain a new password; and

v. will ensure that the User Dashboard and its content remains entirely confidential, and that no other person beside those in your employment has sight of the User Dashboard or any of its content.

ii. We reserve the right:

i. to suspend access to the Service if at any time we consider that there is or is likely to be a breach of security, in which event we will notify you of any steps to be taken by you as soon as possible; and

ii. to require you to change (or to ourselves change, and then notify you) any or all of the passwords used by you in connection with the provision of the Service and access to the Storefront, in which event we will notify you of the requirement to change passwords and any further steps to be taken by you as soon as possible.

D. YOUR STOREFRONT

i. We have absolute discretion as to:

i. the look, feel and content of the Site (including all Storefronts);

ii. the inclusion, positioning, content, location and all other presentation of Seller Information (including in our sole discretion the right to remove any Seller Information from the Site at any time); and

iii. Although you may request Customer Feedback in good faith, you agree not to review, nor engage any third party to review, Products appearing on your Storefront. This prohibition includes, without limitation, paying for reviews or any other means of artificially increasing the number of reviews of Products on your Storefront.

iv. You may apply for multiple Storefronts, but please note that each request for an additional Storefront must be made using an Application Form and Register to sell with us form. The application will be subject to our approval, to be confirmed by us in writing at our sole discretion. You will not be charged any additional Charges in respect of applying for additional Storefronts.

v. Each Storefront contains up to 40 (forty) listings as standard but that number can be extended at our sole discretion.

vii. When you close your Storefront:

i. we agree to ensure that that all payments we determine to be owing to you have been paid before closing your Storefront;

ii. you agree to ensure that negative balances are paid to us in full prior to closing your Storefront and agree to remain liable to pay any valid requests for refunds and associated Refund Fees which are received following such closure.

viii. If your Storefront goes into a negative balance, you agree:

i. to pay the outstanding balance to us within 7 (seven) days of going into negative balance. If the debt is not settled within 7 (seven) days of going into negative balance, we may terminate and close your account and we may instruct a third party to collect the debt;

ii. that we may withhold future payments to offset against the outstanding debt or pay at a later date once the debt has been settled, whichever arises first;

iii. that we may, where you have multiple Storefronts with us, offset the sums due from you to us against payments due by us to you in relation to those other Storefronts.

iv. that, we retain the right to suspend your Storefront immediately if your account goes into a negative balance. Your Storefront will not be reactivated until your negative balance has been paid, or we have reached an agreement with you in writing for its repayment.

E. Quality of Presentation

i. You agree to:

i. ensure that your Storefront maintains a high standard of presentation and at all times accords with any applicable guidelines notified to you from time to time by us, including in relation to the form and content of copy and product imagery;

ii. comply with reasonable instructions from us concerning your Storefront.

ii. Any failure to maintain suitably high standards of page presentation may result in the de-activation of the relevant Product Page(s) in the first instance. We reserve the right to de-activate your Storefront until standards have been improved.

F. Seller and Product Information

i. You agree to ensure that all Seller Information provided about you and the Products on your Storefront is and remains true, accurate, current and complete.

ii. Without undermining your obligation to comply with any Policies, you commit to ensure that none of your Seller Information nor any of your activities or use of the Site (including your use of your Storefront), will:

i. be false, inaccurate or misleading;

ii. be offensive, indecent, obscene, pornographic, menacing, abusive or defamatory;

iii. be in breach of any applicable law or regulation;

iv. adversely affect our reputation or the Carib and Co Brunch brand;

v. create, or be likely to create, liability for us or cause us to lose (in whole or in part) the services of our internet service or other suppliers;

vi. contain any Virus; and

vii. cause the Site or the User Dashboard or their functionality to be interrupted, damaged or impaired in any way.

iii. You agree to:

i. where applicable, state clearly on the relevant Product page that a Product is a personalised or specially-made Product, and/or that such Product requires Customer approval of proof prior to its production by you, and will display the relevant corresponding delivery times;

ii. if a Product is a Non-Cancellable Product, state clearly on the relevant Product page that such product cannot be cancelled by the Customer; and

iii. display your expected delivery times and postage and packing costs on the appropriate areas of your Storefront.

iv. You will not include within your Storefront, on the User Dashboard, any other place on the Site or in any other means of communication with the Customer:

i. any direct or indirect link to other websites including your own website;

ii. your email address; or

iii. any other means by which a Customer could communicate directly with you, other than through the User Dashboard.

G. Stock Information

i. You agree to accurately display stock availability for all Products and to update such stock availability regularly using the 'out of stock' and 'is available' options on the User Dashboard.

ii. Where new stock for 'out of stock' Products is due to be available to the Customer within four weeks, you must state on your Storefront the date on which you expect that stock to become available.

iii. You agree to remove Products from your Storefront that are awaiting stock for prolonged periods (four weeks or more) until they become available again.

v. If a Customer places an order for an item which is in fact out of stock and has not been displayed as such and the Customer consequently requires a refund, then we may charge you the 7% Commission Fee on that order.

H. Pricing

i. Your prices must be fully inclusive of all taxes and additional charges (including any VAT that may be chargeable by us if sales are deemed for VAT purposes to be made by us, and not by you, even if you are not VAT registered). The only exception to this is (i) customs duties and (ii) postage and packing which, if such postage and packaging charges apply, you must show these separately.

ii. If you are VAT registered, you agree to set the VAT rate at the appropriate level which is currently applicable with respect to your Products.

iii. You are solely responsible for ensuring that you fully comply with your current VAT registrations and accounting for VAT correctly in any country that you sell to.

iv. You have complete discretion over how you wish to price your Products.

I. VAT Information

i. You agree to promptly provide us with any information that we may request from time to time in respect of the Products in order for us to properly account for VAT where applicable. When you become aware that such information is no longer accurate, you will promptly provide us with updated information. We will use this information as the basis for our understanding of the VAT obligations we have in respect of any sales, so it is important that such information is accurate.

ii. From 1 January 2021, any Seller who is not based in the UK should consider if it is required to register for VAT in the UK where the Products being sold to UK Customers are physically located in the UK at the point of sale. You must immediately provide us with your VAT registration number where this applies to you.

iii. You will compensate us in full for any loss, cost, expense, damages or penalty arising from any errors or omissions in the information provided to us, or any failure to promptly update such information, in accordance with this Clause 4 I.

J. Product listing and categorisation

- i. a Product will be featured in no more than three categories.
- ii. You will ensure that a single Product may appear only once on your Storefront. Variations of a Product such as colour or size do not constitute separate Products and should not be listed as such.
- iii. You will ensure that each of your Product listings contains all the information required by a Customer to make a purchase, and that such information is wholly accurate. 'Dummy' box filling to circumnavigate required fields is not permitted.
- iv. If you wish to promote the same Product(s) on the Site as another Seller, it will be solely yours and the relevant Sellers' responsibility to resolve between yourselves any conflict, whether with regard to Intellectual Property Rights or otherwise, that arises in this respect. We will have no liability for any such scenario or any issues arising from it.

K. COMPLIANCE WITH OUR INSTRUCTIONS AND LAWS

i. You agree to comply at all times with our reasonable instructions and all applicable laws and regulations including:

i. UK and EU competition laws;

ii. all product safety and product marking laws and regulations, and Trading Standards requirements in respect of the manufacture, packaging, marking, certification (including, without limitation, CE marking) and delivery of the Products you sell;

iii. all applicable modern slavery legislation;

iv. all applicable bribery legislation, and

v. Prohibited Items. Please see [Prohibited Items Policy](#) for more information. The types of items are prohibited or restricted on Carib and Co Brunch:

1. Alcohol, Tobacco, Drugs, Drug Paraphernalia, and Medical Drugs
2. Animal Products and Human Remains
3. Dangerous Items: Hazardous Materials, Recalled Items, and Weapons
4. Hate Items: Items that Promote, Support, or Glorify Hatred
5. Illegal Items, Items Promoting Illegal Activity, and Highly Regulated Items
6. Internationally Regulated Items
7. Pornography and Mature Content
8. Violent Items: Items that Promote, Support, or Glorify Violence

In relation to compliance with all applicable bribery legislation, you agree to:

i. not engage in any activity, practice or conduct anywhere in the world which would constitute an offence under the UK bribery legislation if such activity, practice or conduct had been carried out in the UK;

ii. You will compensate us in full for any and all liabilities, costs, expenses, fines, damages and losses (including any losses that are foreseeable, as explained below) we incur in connection with any claim envisaged or paid or agreed to be paid by us in settlement of the claim and all legal or other expenses incurred by us in or about the defence or settlement of the claim. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the Agreement was entered into, both parties knew it might happen, for example, if you discussed it with us during on-boarding. We will notify you in writing as soon as possible after becoming aware of the claim.

iii. You agree to maintain at all times, at your own expense and with reputable insurers appropriate insurance in relation to your business.

iv. You agree to comply with our reasonable instructions relating to any product recall and in any event we reserve the right to take immediate and exclusive conduct of the product recall on notice to you, in which case you will give us such assistance as we may reasonably require.

v. You will maintain appropriate, up to date and accurate records to enable the immediate recall of any Products.

5. ORDERS AND YOUR RELATIONSHIP WITH THE CUSTOMER

A. THE CONTRACT OF SALE

i. You acknowledge and agree that following acceptance of an order through the User Dashboard, such an acceptance is also deemed to be an irreversible instruction to us to conclude a contract of sale between the Seller and the Customer, which once given you cannot go back on. The contract of sale between you and us is concluded when we (acting as your commercial agent) send an order confirmation email to the Customer, and we have no responsibility for the performance of any such contract.

ii. You acknowledge and agree that the terms and conditions relating to any such contract will comprise the Customer Terms, the email confirmation relating to the Customer's order and the applicable details on the relevant Product page. You agree to be bound by all such provisions.

B. PROCESSING CUSTOMER ORDERS

i. We will notify you by email of any order awaiting your acceptance. You acknowledge that we do not promise the reliability of email communications and you must check the User Dashboard daily for alerts of new orders.

ii. Following receipt of such notification you agree to, within a maximum of two (2) Working Days, and as a matter of best practice within twenty four (24) hours, confirm your acceptance or rejection of each and every order, using the User Dashboard, and provide an estimated dispatch date. You will use your best efforts to accept every order.

iii. Following acceptance of an order through the User Dashboard, you agree to:

a. fulfil the Customer order as soon as reasonably possible;

- b. confirm to the Customer the time and method of dispatch;
- c. dispatch the Customer order to ensure that it reaches the Customer within the timelines advertised on the relevant Product page and/or in accordance with any subsequent correspondence with the Customer;
- d. notify the Customer promptly through the User Dashboard at each of the following stages:
 - i. receipt of order notification, with an estimated dispatch date;
 - ii. dispatch of an order with an expected delivery date;
 - iii. any enquiries relating to the order;
 - iv. receipt of an item that has been returned to you; and
 - v. processing of an exchange or refund.

C. COMMUNICATION WITH CUSTOMERS

- i. You agree to ensure that any and all correspondence with any Customer will:
 - a. be solely for the purposes of managing a Customer order;
 - b. be via the User Dashboard or, if that is not possible, then at all times include a reference to us;
 - c. not include any reference to your own website, email address, other correspondence address or any other promotion of services outside those offered through or by us; and
- i. Any breach of these will constitute a significant breach of these Conditions for the purposes of Clause 1.B and, further, may constitute a breach of Data Protection Laws.
- ii. You agree to respond to any Customer enquiries or Customer complaints promptly and courteously in the first instance within one Working Day, and to advise us of any escalated unresolved Customer enquiries as soon as possible.

6. RETURNS, CHANGES AND REFUNDS

Following receipt of a request for a refund or return by a Customer (directly or via the Cancellation Form), you agree to initiate the refund directly in accordance to your Refunds Procedures, as displayed on the Site, and in accordance with the [Refund Policy](#).

7. YOUR USE OF THE USER DASHBOARD

- i. You agree not to:
 - a. use the User Dashboard or Site beyond the scope of use set out in these Conditions;
 - b. access the User Dashboard unlawfully, modify or make derivative works based on the User Dashboard nor attempt to reverse engineer or access the User Dashboard with the intention of creating a competitive product or service nor to copy or build any concepts, features, functions or graphics based on the User Dashboard. You acknowledge that damages may not provide an

adequate remedy for breach of this clause and that we will be entitled to seek other legal remedies to prevent the occurrence or continuance of any alleged breach of this clause.

ii. You agree that the Intellectual Property Rights in the User Dashboard are owned exclusively by us and nothing in the Conditions will be deemed to confer any rights in the User Dashboard to you.

10. YOUR BEHAVIOUR AND CONDUCT

You agree to conduct yourself at all times in your relations with us and our staff, Customers and other Sellers strictly in accordance with a guiding principle of respect and mutual cooperation. In no circumstances will any impolite or abusive communications via any public or private channel be tolerated and we reserve the right to immediately suspend your Storefront and/or terminate your account in the event of any breach by you of this clause.

11. INTELLECTUAL PROPERTY RIGHTS

A. Our Intellectual Property Rights

i. You recognise that the Intellectual Property Rights in the Carib and Co Brunch name, logo or branding are owned entirely by us, and agrees that you may only use the Carib and Co Brunch name, logo or branding on any promotional material, packaging or elsewhere, whether in hard or electronic format, in accordance with these Conditions or with our prior written consent.

ii. All Intellectual Property Rights in the Service and in any Software and/or Documentation are and will remain our absolute property, or the property of our licensors as appropriate.

iii. Any Intellectual Property Rights created by us in the course of the performance of these Conditions or otherwise in the provision of the Service will remain our property.

vi. You may not bid on the Site name, our brand or brand name, or variations of them, on Google or any other search engines.

C. INTELLECTUAL PROPERTY RIGHTS IN AND RELATING TO YOUR PRODUCTS

i. You promise that:

a. you are the legal owner of all of the Intellectual Property Rights in and relating to the Products (which includes the data and information, including Seller Information, relating to such Products), photographs, logos, images and copy that you provide or upload to the Site, and/or that you possess a valid permission to use any and all such Intellectual Property Rights;

b. the making of Products available for sale on the Site, and consequent use of your Intellectual Property Rights by us as referred to in Clause 11Cii will not infringe any Intellectual Property Rights owned by any third party, and there is and will be no claim against us by any third party arising in relation to the use of such Intellectual Property Rights; and

c. all items offered for sale by you are not replica or design copies of any other brand, designer or manufacturer.

ii. You permit us to access and use any content, including photos, that appear on your Storefront or in any other promotional material in our own editorial content or promotional activity relating to us, you, your business and Products.

iii. You agree to compensate us in full for any and all damages, liabilities, costs, expenses and/or losses resulting from any breach of Clause 11Ci in respect of any claim that the normal operation, possession or use of those Intellectual Property Rights by us infringes a third party's rights ("Intellectual Property Rights Infringement Claim").

iv. In the event of an Intellectual Property Rights Infringement Claim you will immediately make without any charge to us such alterations, modifications or adjustments to the Intellectual Property Rights as will be necessary to make them non-infringing.

v. We will notify you as soon as possible if we become aware of any Intellectual Property Rights Infringement Claim by a third party.

vi. We will be entitled to take sole conduct of the defence to any claim or action in respect of any Intellectual Property Rights Infringement Claim and may settle or compromise such claim or action at our sole discretion. You agree to give us such assistance as we will reasonably require in respect of the conduct of such defence including with all court procedures and the provision of all relevant documents.

vii. At our request, you agree to take the conduct of the defence to any claim or action in respect of any Intellectual Property Rights Infringement Claim. You agree not to, at any time, admit liability or otherwise settle or compromise, or attempt to settle or compromise, such claim or action except upon our express written instructions.

12. DATA PROTECTION

A. We will both comply with all applicable requirements of the Data Protection Laws. This Clause 12 is in addition to, and does not relieve, remove or replace, yours or our obligations under the Data Protection Laws.

i. process that Personal Data only in accordance with the Data Protection Laws

ii. ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;

iii. at our written direction, delete or return Personal Data and any copies of the Personal Data to the Customer on termination of the Agreement unless required by applicable law to store the Personal Data; and

iv. maintain complete and accurate records and information to demonstrate your compliance with this Clause 12 and allow for audits by us or our designated auditor.

B. You agree to compensate us in full for any and all liabilities, costs, expenses, fines, damages and losses (including any foreseeable losses, as explained at Clause 4.K.vi above) we incur in connection with any claim arising out of any breach by you of this Clause 12 including any legal or other expenses incurred by us in or about the defence or settlement of the claim. We will notify you in writing as soon as possible after becoming aware of the claim. This Clause 12 will survive termination or expiry of the Agreement however it comes to an end.

13. DATA ACCESS

A. In operating the Service, and providing services to Sellers (including the services we provide to you), we collect and have access to the data that this generates. We collect and have access to data relating to orders, Seller personal data (including relating to you) as set out in the Seller's Privacy Policy.

We use this data in a variety of ways and for various reasons, including:

- managing and supporting you as a Seller;
- for analytical purposes, including using aggregated data in marketing, communications and some public materials (e.g. on our website);
- managing and supporting transactions; and
- other operational purposes

14. MARKETING AND PROMOTIONS

A. From time to time we may run promotions on all or part of the Site. Any such promotions will be separate, and in addition to, any promotions operated by you in your Storefront, and may involve offering Customers either free delivery, discounted prices or other promotional activity relating to some or all Products on the Site. We will, where relevant and applicable to you and/or your Products, inform you of the nature and terms of any promotion and, at our sole discretion:

- i. we will bear the costs of any such promotion; or
- ii. where we require you to bear the costs of any promotion, you will inform us in writing whether or not you wish to participate in the relevant promotion.

B. You will permit, comply and co-operate with all activities undertaken by us to promote, sell or market your Products, in such form and manner as we in our sole discretion deem appropriate, whether directly through the Site or the Site, through any offline publications produced by us, or through websites or offline publications not produced, owned or operated by us.

C. There are other ways which you can work with us to market or distribute Products such as through pop-up stores, events and specific marketing campaigns. We will provide you with more information about these specific opportunities when they arise.

15. CHARGES

A. GENERAL

The relevant Charges will be as notified to you and updated by us from time to time in accordance with these Conditions.

- i. Unless specified otherwise, all Charges are subject to VAT or other similar taxes or levies, all of which amounts you will pay, where appropriate, at the rate prevailing at the relevant tax point, and in addition to the Charges themselves.

ii. You will make all payments to us due under the Agreement without any deduction whether by way of set-off, withholding, counterclaim, discount, abatement or otherwise.

iii. If any sum due from you to us under these seller's terms and conditions is not paid on or before the due date for payment, then all sums then owing by you to us will become due and payable immediately and, without prejudice to any other right or remedy available to us, we will be entitled to:

a. cancel or suspend our performance of our obligations including suspending provision of the Service, until arrangements as to payment or credit have been established which are satisfactory to us;

b. charge you the cost of obtaining judgment or payment, to include all reasonable professional costs (including legal fees) and other costs of issuing proceedings or otherwise pursuing a debt recovery procedure; and

c. where you have multiple Storefronts with us, offset the sums due from you to us against payments due by us to you in relation to those other Storefronts.

B. BREAKDOWN OF THE CHARGES/FEES

The Charges comprise, as relevant and applicable:

a. Transaction Fee;

b. the Refund Fee;

c. the Currency Conversion Fee.

A. Transaction Fees

i. When you make a sale through Caribandcobrunch.org.uk, you will be charged a commission fee of 7% of the price you display for each listing. This fee will support the furtherance of the objects of Carib and Co Brunch Community Interest Company.

B. REFUND FEES

i. You will pay a Refund Fee to us where the price paid for a Product sold through our Website is refunded to the Customer. The Refund Fee is not refundable under any circumstances.

ii. The Refund Fee is 2.5% of the total amount refunded, or such other amount as we may notify to you from time to time.

C. CURRENCY CONVERSION FEE

i. If our payment to you as set out in Clause 16I below involves a currency conversion, it will be completed at a foreign exchange rate determined by a financial institution, which is adjusted regularly based on market conditions and which may be applied immediately and without notice to you. This exchange rate includes a processing fee expressed as 2% above the wholesale exchange rate at which we obtain foreign currency, and the processing fee is retained by us.

ii. The applicable foreign exchange rate is accessible to you at any time via the User Dashboard and we suggest that you check the User Dashboard to keep updated of the exchange rate applicable at any given time.

I. HOW PAYMENT IS MADE TO YOU

i. As part of your appointing us as your commercial agent (as set out in Clause 6.A of these Conditions), you agree that we also act as your exclusive agent for the purpose of accepting, refunding and/or otherwise processing payment(s) related to the sale of Product(s) by you via the Site (or any other sales channel which we may offer to you from time to time).

ii. Payments for Product(s) will be made directly by a Customer to us (acting as your commercial agent), following you confirming your acceptance of the order to us using your User Dashboard and the relevant transaction being recorded on your designated User Dashboard. You must check the User Dashboard daily for alert of new orders.

iii. Payment for Product(s) by Customers through the Site will be through payment methods made available from time to time, using our current online payment processing system.

vi. From time to time we may retain a portion of the payment due to you in order to provide for refunds due or expected to be due to a Customer. We have the right to retain a payment for up to 8 weeks, for any refunds expected to be due.

v. You agree to provide such of your banking details as are required or requested by us, in order that payment may be processed to you in respect of any Products sold.

ix. You agree to ensure the banking details are kept up-to-date, and you agree to notify us of any changes on the next Working Day. You agree to be responsible for paying any banking charges or other administrative expenses incurred by us as a result of any inaccuracies in any such information.

x. Where we are deemed for VAT purposes to be the supplier of Products to a Customer, and believe that we are responsible for accounting for that VAT to the relevant tax authority, you agree that we will be entitled to deduct from the sums due to you an amount equal to the VAT that we reasonably believe is due in respect of the sale (based upon the information provided to us detailed in Clause 4.I), and will account for such VAT to the relevant tax authority. If such amount is found to be insufficient, you agree to pay to us an amount equal to any shortfall.

17. CONFIDENTIALITY

A. The parties agree that they will keep in confidence any Confidential Information and, except in accordance with these Conditions, will not disclose that Confidential Information to any person (other than their employees, professional advisers or suppliers who need to know the information) without the written consent of the other party. For the avoidance of doubt, you authorise us (including our employees, agents and contractors) to hold and process Seller Information.

B. The obligations of confidentiality under the Conditions will remain in effect for two (2) years after the termination or expiry of the Conditions, however they come to an end.

18. EXCLUSION AND LIABILITY (PLEASE READ THIS SECTION CAREFULLY)

A. we will not be liable to you for any loss of profit or other economic loss, foreseeable losses (as explained at Clause 4.J.vi above), costs, expenses or other claims for foreseeable compensation or

loss or damage that arise in connection with the Conditions, or for any liability incurred by you to a Customer, or to any other person, whether arising from the provision of the Service or otherwise.

19. DEFINITIONS AND INTERPRETATION

In these Conditions, the following words will have the following meanings only and will not affect the interpretation or construction of the Conditions:

"Application Form" means the form accessible on the Site to you, which must be completed and agreed by you as a part of the application process;

"Cancellable Product" means any Product other than a Non-Cancellable Product;

"Charges" means the charges detailed in Clause 16 of these Conditions and notified to you by us in writing;

"Conditions" means these terms and conditions and any document referred to in them, or any amended version of them brought into effect from time to time in accordance with these Conditions;

"Confidential Information" means any information that would be regarded as confidential by a reasonable business person relating to the business, affairs, customers, clients, suppliers, plans, operations, processes, product information, know-how, designs, trade secrets or software of either party;

"Currency Conversion Fee" means the currency conversion fee referred to in Clause 16 (charges);

"Customer" means a person(s), firm or company who enters into or is invited to enter into any transaction to purchase Product(s) from you through the Site;

"Customer Feedback" means any and all information provided to us by a Customer via our customer feedback service regarding any goods and/or services provided by you in respect of a particular transaction with that Customer (including in respect of any communications with you), which may include any opinions about you;

"Customer Terms" means the terms and conditions relating to a Customer set out here;

"Data Protection Laws" means any applicable laws and regulations in any relevant jurisdiction relating to the use or processing of Personal Data including: (i) EU Regulation 2016/679 ("GDPR"); (ii) any laws or regulations ratifying, implementing, adopting, supplementing or replacing the GDPR (including, in the UK, the Data Protection Act 2018 ("DPA") and the UK GDPR as defined in The Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 ("UK GDPR")); (iii) any laws and regulations implementing or made pursuant to EU Directive 2002/58/EC (as amended by 2009/136/EC) (including, in the UK, the Privacy and Electronic Communications (EC Directive) Regulations 2003); and (iv) any guidance or codes of practice issued by a governmental or regulatory body or authority in relation to compliance with all of the legislation outlined above; in each case, as updated, amended or replaced from time to time.

"The Hub" means the Seller intranet accessible through the User area Dashboard;

"Intellectual Property Rights" means all the intellectual property rights conferred by the law of any country or jurisdiction in the world (including by statute) as amended or re-enacted (by common

law, civil law, equity or otherwise) in relation to any invention, discovery, literary work, dramatic work, musical work, artistic work, copyright, database, trade mark, service mark, design (whether two dimensional or three dimensional), patents, semiconductor topography, confidential information, know-how, trade secret, and in each case whether or not it has been reduced to a material form, and howsoever it may be recorded, stored or embodied (including in an electronic or transient medium), including all applications for such rights as well as all extensions and renewals of such rights;

"Carib and Co Brunch", "our", "us", "we" means Carib and Co Brunch Community Interest Company (a company incorporated and registered in England and Wales with company number 13181848) whose registered office is at: 20-22, Wenlock Road, London, England, N1 7GU;

"Personal Data" has the meaning given to it in the Data Protection Laws;

"Personal Data Breach" means a breach of security (caused or contributed to by internal and/or external factors) leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data;

"Policies" means any policy (including any guides relating to content and style) which we may notify and make available to you via our site time to time;

"Products" means the goods, services, digital content or information that you wish to promote and sell through the Site;

"Product Page" means the particular web page on your Storefront on which an individual Product is displayed and the relevant information relating to that Product is provided;

"Refund Fee" has the meaning ascribed to it in Clause 16.F of these Conditions;

"Response" means a response by you to any Customer Feedback;

"Seller" means a person whose application to the Site has been accepted by us, and who sells its Products through the Site, including you;

"Seller Information" means information, data or content provided by you in any form or medium, whether or not such information is owned by you, contained in the Application Form, uploaded to your Storefront or given by you to us for whatever purpose, whether directly or on the your behalf;

"Service" means the Site and other services we provide, as further described in these Conditions;

"Site" means the online marketplace we provide on our mobile application service and/or at <https://caribandcobrunch.org.uk/> or such other worldwide web address that we in our sole discretion select as a replacement to facilitate the promotion and sale of your Products;

"Software" means any software installed by or on our behalf that permits you to access and trade through the Site;

"Storefront" means an area of the Site dedicated for use by you to promote yourself and your Products;

"Transaction Fee" A fee has the meaning ascribed to it in Clause 16.D of these Conditions;

"User Dashboard" means the back end content management system we provide to you for management of your Storefront and associated transactions;

"Value Added Tax" or "VAT" means value added, sales or services tax, or any similar tax imposed in any jurisdiction;

"Virus" means any computer virus, macro virus, trojan horse, worm or anything else designed to interfere with, interrupt or disrupt the normal operating procedures of a computer or network, or to intercept or access without authority or expropriate any system, information or data;

"Working Day" means any day other than a Saturday or Sunday on which banks are open for business in London.

Last updated: 1st May 2021