

FYNDIQ'S GENERAL TERMS AND CONDITIONS FOR MERCHANTS

1. Introduction

Welcome to Fyndiq and sales via our site, an upselling channel for bargains.

In order for customers to be satisfied, all elements need to be right: from Your purchase of a product, to Your posting of a Product Advertisement, until You deliver the product to the consumer. Our cooperation is important and entails both legal rights and legal obligations. Therefore, please take the time to read the Agreement carefully. Do not forget to review Fyndiq's guidelines, which You can find on our merchant pages <http://wiki.fyndiq.com/>

It's important to always focus on the "customer experience". This is not as fuzzy a concept as it might sound. We mean that You must always ensure that information which You provide about the product in both the Product Advertisement and at the time of delivery is attractively presented, complete, and understandable to the consumer. Just ask Yourself – would I want, or be able, to buy the product if I received this information? It is, of course, obvious that the product cannot be a pirate copy, and must be legal and safe to use.

Remember that only professional merchants may sell via Fyndiq. In the event You are private person, you must find another way to sell your products.

2. Definitions

The "*Agreement*" means these general terms and conditions, appendices, and Fyndiq's guidelines.

"*You/Your*" means You, a so-called trader, with a tax clearance certificate and a VAT registration number, and who registers a user account on the Site.

"*Fyndiq*" means Fyndiq AB.

"*Product Advertisement*" means product information for publication on the Site, e.g. pictures, text, and graphics.

The "*Site*" means Fyndiq's web-based e-commerce platform, e.g. Fyndiq's websites, applications, software, and content.

"*Personal Data*" means all types of information which directly or indirectly refers to a natural person who is alive, and which is processed on Fyndiq's behalf.

"*Data Protection Laws*" means all applicable laws, rules and regulations that apply to or govern the processing of Personal Data, including without limitation the Swedish Personal Data Act (1998:204) and the EU General Data Protection Regulation 2016/679.

3. User account and access to the Site

3.1 When You register or take over a user account on the Site, You approve, and enter into, the Agreement with Fyndiq. In the event of contradictions, these general terms and conditions take precedence over other parts of the Agreement.

3.2 Fyndiq owns and controls the Site and user accounts. You undertake to comply with Fyndiq's guidelines for user accounts and the Site. Any information which You provide to Fyndiq must always be correct and current.

3.3 You are responsible for all activity on Your user account (and for taking security measures to prevent unauthorised use). You are responsible for Your personnel and consultants at all times.

3.4 You are obligated, on Your own initiative, to regularly check modifications of the Agreement and Fyndiq's General Terms and Conditions for Consumers. Modifications enter into force fourteen (14) days after Fyndiq has given notice thereof, for example on our merchant pages.

3.5 Fyndiq may immediately restrict or shut down Your Product Advertisements, user accounts, or activity on the Site if You breach the Agreement, laws and regulations, or Fyndiq's guidelines. Examples of this include if:

- (i) there is a risk of infringement of intellectual property rights or a risk of product liability;
- (ii) You lack a valid tax clearance certificate or relevant registration with a public agency, or You are investigated by an agency for unlawful activities, inadequate accounting, payment of taxes or social insurance charges;
- (iii) You provide inaccurate or misleading information about You and Your business;
- (iv) You are in bankruptcy, have commenced composition proceedings, have suspended Your payments, or can otherwise be deemed to be insolvent;
- (v) You behave inappropriately or threateningly towards Fyndiq's personnel, consumers, or other merchants;
- (vi) there is a risk that You will cause Fyndiq to incur financial loss or legal liability (liability which Fyndiq did not expressly undertake pursuant to the Agreement).

4. Selling products

Generally

4.1 You understand and accept that the products are sold to consumers and that consumer protection laws and regulations apply to all sales which take place on the Site.

4.2 You are responsible for ensuring that products which are marketed and delivered meet requirements for quality, public safety, labelling, instructions for use, and warnings pursuant to laws, regulations, and Fyndiq's guidelines. You understand and accept that You must personally check and ascertain that products comply with laws and regulations, e.g. that product information, warnings, and labels must be written in Swedish when required.

4.3 In the event a product or Product Advertisement uses any third party's intellectual property rights, You are responsible for ensuring that necessary consent has been obtained from the rights holders. As a merchant, You must actively endeavour to prevent the sale of pirated copies via Fyndiq.

4.4 You understand and accept that consumers who purchase on the Site are Fyndiq's customers. As a result, You may not use information regarding Fyndiq's customers:

- (i) to send documents with a delivery, to send a separate mail-out, or to design packaging or Product Advertisements which directly or indirectly market Your own or another party's business, products, or services;
- (ii) make direct contact via, e.g., email, text messages, social media, or telephone; or
- (iii) send an invoice or make another demand to the customer.

4.5 You may not market or deliver products which are included in the "Prohibited Products" appendix to this Agreement.

Advertisements and pricing

4.6 You undertake to provide complete product information so that consumers can make a well-informed choice. The Product Advertisement may not be erroneous or misleading. You undertake to correct errors or flaws immediately.

4.7 Pictures in Product Advertisements must be professional quality and clearly show the actual product which is being sold. Use of pictures and other graphics in a Product Advertisement must comply with Fyndiq's guidelines.

4.8 You must state a recommended price to consumers and an ordinary market price for the product, with the correct VAT rate, so that Fyndiq has a basis for the pricing. Fyndiq may temporarily or permanently increase or decrease the sales price to the consumer (but You will always receive compensation based on Your recommended price).

4.9 When You post a Product Advertisement, You must bear in mind that You may only post one advertisement for a specific product (however, if two or more products are bundled into a separate offer, such a product may be included).

4.10 Fyndiq is entitled to make changes to Product Advertisements.

Sales and marketing

4.11 You may only sell products which are unused, in working condition, and free of defects. The original packaging must be in good condition.

4.12 Fyndiq markets and sells only factory-new products, unless we have agreed otherwise. In certain cases, Fyndiq may provide written approval prior to sale of products from bankruptcy stocks, demonstration models, products which You or another party have repaired/renovated, or products for which You otherwise believe You have limited liability (provided this would be legal *vis-à-vis* consumers).

4.13 Fyndiq may remove a product from the Site at any time whatsoever, e.g. if the product is not sold within a specific time from publication of the advertisement, or if Fyndiq decides that the product does not comply with laws, regulations, or Fyndiq's guidelines.

Stocks and delivery

4.14 Products which are sold on the Site must be maintained in stock by You or Your suppliers in an EU member state. You bear full responsibility for any shortages at Your suppliers.

4.15 You are responsible for direct delivery of the product to the consumer within the delivery time stated in Fyndiq's General Terms and Conditions for Consumers (or another delivery time which applies to certain products pursuant to written agreement with Fyndiq and of which the consumer has been informed prior to the purchase).

4.16 You are responsible for the product until the consumer has received it. Notification to the consumer that the product has been sent or can be collected from the collection point, or the consumer's failure to collect the package, does not change Your liability.

4.17 A bulky product is one whose size and/or weight is such that it cannot be sent by ordinary post but, instead, requires that the consumer accept delivery of it. If the product is bulky, You must clearly state, in the Product Advertisement, the special delivery terms and conditions which apply.

5. Customer service and product liability

Support and customer service

5.1 All customer support matters must go via Fyndiq's customer service, which will, as necessary, contact You and inform You regarding matters which relate to Your product. Certain elements of the parties' handling of frequently recurring customer service matters are set forth in the Appendix – "Handling certain customer support matters".

5.2 Matters which Fyndiq's customer service sends to You must be responded to within 24 hours on weekdays, excluding public holidays. In the event You fail to respond in due time, Fyndiq will take a decision on its own. You undertake to respond to our questions as completely as possible and personally to propose a suitable solution in accordance with laws, regulations, and Fyndiq's General Terms and Conditions for Consumers. Fyndiq consults with You on customer service matters, but Fyndiq has the ultimate decision-making authority.

5.3 When You receive or collect a returned product, You must notify Fyndiq immediately, or not later than within 48 hours. You must collect a product within 24 hours on a weekday, excluding public holidays, from the date on which You received notification.

5.4 Fyndiq may invoice You (or make a deduction prior to payment of compensation to You) for refunds to consumers and other actual costs which Fyndiq incurs in connection with handling customer service matters. For the avoidance of doubt, You approve that, e.g., discount codes and suchlike which Fyndiq provides as a customer care gesture, are an actual cost.

5.5 In the event Fyndiq needs to invoice or otherwise charge for a cost which the consumer is required to bear pursuant to law or Fyndiq's General Terms and Conditions for Consumers, You understand and accept that You may only receive compensation if Fyndiq actually received payment from the consumer. Fyndiq shall not be compelled to escalate such matters to collection or suchlike.

5.6 In exceptional cases, You may, following Fyndiq's written approval, take over customer service matters.

5.7 In connection with complaint and warranty matters, You are only entitled to charge a troubleshooting fee if doing so is reasonable (depending on product type and price) pursuant to Fyndiq's guidelines.

5.8 You understand and accept that You may not encourage a customer to send a product to Fyndiq's address.

5.9 Fyndiq views fraud and attempted fraud seriously. Fyndiq cooperates with the police, public agencies, and payment service providers. We expect Your prompt and effective assistance when we request it, e.g. when mail-out of a product must be stopped. Fyndiq has a Fraud Policy which is set forth on our merchant pages <http://wiki.fyndiq.com/fraud/>. You understand and accept that a product which is sent as "non-trackable" (i.e. without a trackable sending number/ID or registered letter) always takes place at Your own risk.

Product liability and monitoring

5.10 Selling products to consumers entails significant responsibility. You are liable for any claims from rights holders, consumers, and public agencies (including administrative fines or fees) which relate to Your products or Product Advertisements.

5.11 Your products and Product Advertisements must be legal, meet product safety requirements, and have the permits, warranties, and completed tests by the producers or notified bodies which are necessary pursuant to laws and regulations. In the event Fyndiq contacts You, You must respond within 48 hours on weekdays, excluding public holidays, and send relevant certificates, information, and documents to Fyndiq, e.g. CE labelling, EU assurances regarding compliance, proof of product labelling, EAN, article and batch number.

5.12 In the event a public agency, rights holder, or organisation requires that the manufacture, import, or sale of a product must be reported or accounted for, You are responsible for doing so in accordance with laws and regulations. You are liable for all costs and payment of any related compensation or fees.

5.13 You are responsible for fulfilling any obligations regarding reporting and payment of fees for recycling, waste management of products, product parts (e.g. batteries) and packaging.

5.14 Fyndiq regularly monitors compliance of Product Advertisements and products with the Agreement, laws, and regulations. Fyndiq may also receive claims from, e.g., rights holders, their legal counsel, or public agencies. You undertake to respond to our questions as completely as possible and to send us relevant certificates, documentation, or pictures. Ordinarily, You must respond to matters which Fyndiq sends to You within 48 hours on weekdays, excluding public holidays. You understand and accept that if Fyndiq determines that there is a risk of financial or legal liability, the Product Advertisement or Your sales may be stopped immediately.

6. Compensation and payment

6.1 Fyndiq handles sales to consumers, presentation of Product Advertisements, and other functions on the Site, including payment. In addition, Fyndiq may market and conduct sales of products (which Fyndiq selects), both through Fyndiq's own marketing and through purchases of advertisements and search results via other platforms, e.g. GoogleAds.

6.2 Fyndiq charges a service fee for the services which Fyndiq offers. Fyndiq's service fees are: (i) "Selling Fee", which is a percentage fee on the price of the product (including VAT); and (ii) "Category Fee", including VAT, which depends on the product category. Current service fees are set forth here <http://wiki.fyndiq.com/service-fee/>.

6.3 Fyndiq pays You compensation for a sold product, after deducting the Selling Fee, the Category Fee, and any costs which Fyndiq incurs and for which You are responsible pursuant to the Agreement. The alternatives on the user account allow You to decide how often payments will be made to You <https://fyndiq.se/merchant/login/?next=/merchant/settings/payments/>. In order to receive compensation, You must provide us with a valid bankgiro number or plusgiro number.

6.4 Laws and regulations provide that a consumer may often make a complaint in respect of a product long after delivery. In the event Fyndiq is obligated to pay a refund to a consumer for a product (or for any other claims) but You have already received compensation for the product, Fyndiq shall be entitled to set off such amounts from subsequent compensation to You.

6.5 Fyndiq is entitled to refuse to pay You if You breach the Agreement or if the consumer exercises their right of withdrawal or their right to return the product within 30 days of receipt.

7. Intellectual property rights

7.1 You are responsible for ensuring that Your products and Product Advertisements do not infringe any intellectual property rights.

7.2 When You upload a Product Advertisement, You grant Fyndiq a non-exclusive right to use the Product Advertisement, free of charge, in whole or in part, during such time as the product is marketed on the Site. This also includes the right for Fyndiq to use marketing for Fyndiq's own business and to sublicense to a third party.

7.3 You may not use intellectual property rights belonging to Fyndiq without Fyndiq's prior written approval.

8. Disclosure obligation

You shall inform Fyndiq immediately:

- (i) where You or a company upstream in the sales chain (wholesaler, retailer, distributor, manufacturer, etc.) is placed into bankruptcy, commences composition proceedings, is placed into liquidation, or can otherwise be deemed to be insolvent, or if there is otherwise a risk that warranty liability or product liability will not be satisfied;
- (ii) in the event of any suspected or determined infringement of intellectual property rights; or
- (iii) of any circumstances which may entail a risk of legal liability or financial liability for Fyndiq or for You, e.g. in respect of product safety, health, or the environment.

9. Processing of Personal Data

9.1 As a result of the Agreement, You will process Personal Data about consumers on Fyndiq's behalf. You will receive information about the product purchased by the consumer and delivery information of the consumer. You shall process such Personal Data for the sole purpose of delivering the relevant product to the consumer and only during such period of time as required to complete the delivery.

9.2 Fyndiq is the data controller in relation to the processing of Personal Data of consumers according to Data Protection Laws and Fyndiq shall be responsible to inform the consumer regarding the processing of Personal Data.

9.3 You must comply with the Data Protection Laws and You shall not by any act or omission place Fyndiq in breach of the Data Protection Laws. You accept that You shall only process Personal Data in order to perform Your obligations under the Agreement and pursuant to the instructions which Fyndiq provides from time to time. You shall inform Fyndiq immediately if, in Your opinion, an instruction from Fyndiq infringes the Data Protection Laws.

9.4 You must take technical and organisational measures in order to ensure an appropriate level of security for the purpose of protecting Personal Data from loss, modification, unauthorised processing and unauthorised access. Personal Data shall be subject to confidentiality and may not be disclosed to any third party. You shall ensure that persons authorized to process Personal Data have committed themselves to confidentiality.

9.5 You shall not engage a subcontractor or any other third party for the processing of Personal Data without prior written consent from Fyndiq. Where subcontractors or third parties are permitted, You shall ensure that such subcontractors and third parties are bound by written agreements that require them to comply with corresponding obligations to those contained herein. Where a subcontractor or a third party fails to fulfill its data protection obligations, You remain fully liable to Fyndiq for the performance of such obligations.

9.6 You may only process Personal Data on equipment which is located in Sweden and may only relocate equipment or transfer Personal Data to other equipment located in another country following Fyndiq's approval. In the event Fyndiq approves that Personal Data may be transferred to a country outside of the EU/EEA, You and Fyndiq must enter into a separate agreement, with standard contractual clauses formulated by the EU Commission, before such transfer may take place.

9.7 You shall assist Fyndiq to fulfil Fyndiq's obligations under Data Protection Laws regarding consumers' right to request access to Personal Data, rectification and deletion of Personal Data, right of restriction and objection, data portability and other rights under Data Protection Laws. You shall also assist Fyndiq and provide information as required in order to ensuring compliance with Fyndiq's other obligations under Data Protection Laws, including

data security, personal data breach notification, data protection assessment, prior consulting obligations and other obligations under Data Protection Laws.

9.8 In the event a consumer or third party requests information from You regarding Personal Data, You shall refer them to Fyndiq. You may not disclose Personal Data or other information regarding the processing without separate instructions from Fyndiq and You must assist Fyndiq in obtaining the requested information.

9.9 You shall delete or return, in Fyndiq's discretion, Personal Data as soon as You no longer need to process it in order to perform the Agreement or to comply with applicable laws.

9.10 In the event a consumer or other party brings a claim against Fyndiq due to Your processing of Personal Data, You shall indemnify Fyndiq for such claims which arise as a result of Your failure to comply with the Agreement, the Data Protection Laws, or Fyndiq's separate instructions.

9.11 Fyndiq may, itself or through a third party and at its own expense, verify Your compliance with the Agreement and Data Protection Laws. You shall provide assistance to Fyndiq or the third party in connection with such audit and provide access to information, documentation, premises, IT-systems and other resources as required for such audit.

10. Liability in damages

10.1 You are liable for damage and claims in damages arising from Your product, Product Advertisement, unlawful use of Personal Data, or your failure otherwise to perform Your obligations under the Agreement. You shall indemnify Fyndiq in the event of claims from third parties, for example consumers, legal entities, private organisations, or public agencies. For the avoidance of doubt, Your liability for loss also includes a consumer's right in certain cases, to bring claims against a trader in the upstream sales chain due to defects in the product.

10.2 In the event of any technical or handling defects, Fyndiq shall not be liable for lost sales, costs, or any damage which may arise as a result.

10.3 In the event Fyndiq is involved in a civil dispute regarding Your product, Product Advertisement, or a third party's individual property rights, You shall immediately assist Fyndiq during the dispute and indemnify Fyndiq for damages and costs (including reasonable legal fees) which arise.

10.4 In the event of a breach of contract, Fyndiq's right to demand that You perform the Agreement and to seek damages shall not be affected by Fyndiq taking, or not taking, other measures (e.g. restricting or shutting off Your Product Advertisements or user accounts).

10.5 You shall fully indemnify and hold Fyndiq harmless against any and all loss, liability, damage and/or cost that Fyndiq incurs as a result of or in connection with:

- (i) transactions that are processed by an external payment provider or that otherwise result from Your provision of goods to the customer (including without limitation refunds and chargebacks);
- (ii) the imposition of fines or penalties due to third party claims against an external payment provider as a result of Your conduct;
- (iii) allegations of fraud related to Your business.

11. Premature termination

11.1 Fyndiq or You may terminate the Agreement with immediate effect if the other party materially breaches its obligations under the Agreement (or an agreement with another company within the same group).

11.2 In the event one of the parties is placed into bankruptcy, commences composition proceedings, is placed into liquidation, or may otherwise be deemed to be insolvent, the other party may terminate the Agreement with immediate effect.

11.3 In the event a direct competitor of Fyndiq acquires participating interests, shares, or assets in Your business or otherwise provides funds or guarantees for Your business or a business in the corporate group to which You belong, Fyndiq shall be entitled to terminate the Agreement with immediate effect.

11.4 A party may terminate the Agreement, regardless of cause, at any time whatsoever, with three months' notice of termination.

11.5 Notice of termination shall be given in writing.

11.6 Upon termination of the Agreement, Your right of disposition over the products which have been reserved in Your stock for sales on the Site shall resume.

11.7 Due to their content, certain provisions will remain in force following termination of the Agreement, e.g. You must deliver products which have been sold to consumers, You must assist Fyndiq in customer service matters, You must assume Your product liability, and You must pay any damages.

12. Liability insurance

You shall maintain appropriate liability insurance for Your business and Your liability under the Agreement. At Fyndiq's request, You shall send copies of insurance certificates.

13. Assignment

Fyndiq shall be entitled to assign all or part of the Agreement to a third party. The Agreement is personal to You, and therefore You are not entitled to assign the Agreement to any third party without Fyndiq's prior written approval.

14. Applicable law and disputes

14.1 The Agreement shall be governed by Swedish law.

14.2 Disputes arising from the Agreement shall be determined by a court of general jurisdiction, with the Stockholm District Court as the court of first instance.

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Appendix 1 – Prohibited Products

This appendix will be updated from time to time, without warning or notice to You. Any modification will enter into force as soon as it is published on the Site, so it is important that You regularly look at this appendix.

The ground rules are simple.

1. You may not market or sell products which are illegal, fail to meet labelling, safety, health, or environmental requirements, or which are subject to restrictions on sales to consumers.
2. There are also products which Fyndiq has chosen not to sell via the Site, e.g. because we do not think they are suitable for our preferred potential customers and target groups.

Examples of products which are prohibited to market and sell via the Site are:

- Alcohol
- Apparatuses or substances which can be used to handle or produce illegal products
- Apparatuses or equipment which can be used for unlawful activities or impermissible evasion of technical protection
- Species, animals, or plants which are included in EU legislation regarding protection against trade of wild animals and plants, or CITES (the Convention on International Trade in Endangered Species of Wild Fauna and Flora)
- Used products, including demonstration models (unless Fyndiq has given You prior written approval)
- Digital content which is delivered by You or a third party as data or other information regarding any code/access for downloading or playback
- Animals, plants, and other organisms
- Drugs and steroids
- Drug-related products and designs
- Fireworks and other explosive objects
- Identification documents
- Chemicals, plant protection products, biocidal products, and other substances which may not be sold or which exceed limit values for substances in consumer goods
- Condoms (unless Fyndiq has given You prior written consent)
- Laser products (pens, pointers, etc.) which can emit intensive pulsed light (IPL) which require public agency authorisation for sale, use, or possession
- Foodstuffs and animal feed
- Lotteries and equipment for lottery activities
- Pharmaceuticals, veterinary medical products or medical technical products which require public agency registration or authorisation for sale, possession, or use
- Material which may be offensive or constitute a threat against a minority, humiliation, defamation, insult, threat, unlawful depiction of violence, or disclosure of confidential information or personal data which is subject to legal protection
- Material which glorifies, downplays, or encourages criminal acts or discrimination
- Merchandising products, e.g. toys, mobile telephone cases, etc., with trademarks, other distinguishing marks, or a person's name or picture (secondary use) which lacks a licence or authorisation from the rights holder
- Pirated copies or materials which otherwise constitute infringement of third party intellectual property rights
- Pornography or sexually offensive material
- Products intended for professional use
- Sex toys
- Services
- Tobacco or fluids for e-cigarettes (with or without nicotine)
- Currency, coins, bills, securities
- Weapons and ammunition
- Goods subject to import or export prohibitions
- Genuine furs

Appendix 2 – Personal data policy

Fyndiq protects personal privacy. At Fyndiq, we process personal data for those customers and users who use our services and products. In terms of You, as a merchant, we conduct this processing to perform the Agreement which is in force between Fyndiq and You and/or based on a legitimate commercial interest of Fyndiq.

You must provide personal data in order to register a user account and use Fyndiq's services. This data is entirely necessary in order to enter into the Agreement and use Fyndiq's services. If personal data is not provided, Fyndiq will not be able to perform the Agreement. Fyndiq, of course, complies with the laws and regulations which apply to processing of personal data. Fyndiq has taken appropriate technical and organisational security measures (including confidentiality) in order to protect personal data against unauthorised access, modification, dissemination, and destruction.

The personal data is used in order to:

- administer and perform the Agreement with You;
- sort out and solve any problems which may arise when You use our services and products;
- send newsletters; and/or
- provide data to cooperation partners, including those outside of the EU (see below).

Fyndiq may use various cooperation partners in order to perform our obligations to You. Our cooperation partners may enter into an agreement with Fyndiq so that we can ensure a high level of protection for, and correct processing of, Your personal data.

Where Fyndiq has a cooperation partner in a country outside of the EU/EEA, personal data may be transferred to such country that may not have the same level of protection for personal data. In order to protect Your personal data, Fyndiq enters into agreements with our cooperation partners which govern the transfer and each cooperation partner's personal data processing. Agreements contain the standard terms and conditions issued by the EU Commission and Fyndiq endeavours to ensure the personal data is processed in such way so as to meet applicable statutory requirements.

Fyndiq stores Your personal data for as long as is necessary in order to perform the Agreement. Fyndiq takes reasonable measures to keep processed personal data current and to remove noncurrent and otherwise erroneous or unnecessary personal data. Should the Agreement terminate, we will only continue to store Your personal data for such time as we have any obligation pursuant to law or to protect consumers' rights.

Fyndiq may use so-called web beacons (or "pixel tags") on certain websites. We do not ordinarily use them to identify individual users personally. Web beacons are ordinarily graphic images which are placed on the website and are used to count visitors to a website and/or for access to certain cookies. This information is used to improve Fyndiq's services. Web beacons do not, ordinarily, collect any information beyond that which is provided by Your Internet browser as a standard setting. You can choose not to accept cookies or web beacons; however this may entail that the functionality of Fyndiq's Internet services will encounter problems. A web beacon can continue to collect information regarding visitors from Your IP address, but such information will no longer be specific to You. In the event You do not wish to accept cookies or if You would like to be warned before they are stored on Your computer, You may change the settings on Your Internet browser, tablet, or mobile telephone.

Fyndiq uses cookies. You can find more information about Fyndiq's cookies at <https://fyndiq.se/fyndiq/cookies/>.

Fyndiq will regularly update this personal data policy in order to reflect any changes regarding how we process personal data. In the event of any material changes which require Your consent, we will notify You.

Fyndiq AB (company reg. no. 556792-1712) is responsible for the processing of personal data. You may, of course, obtain information regarding which personal data about You Fyndiq processes and You may also request that data be corrected if it is shown to be erroneous or incomplete. Subject to applicable laws, You may also have the right to request deletion of Your personal data or restriction of processing, data portability or object to the processing of Your Personal Data, including that Your data shall not be processed or used for direct marketing.

In the event You have questions regarding this policy or Fyndiq's processing of personal data, please contact merchant support at handlare@fyndiq.se or at the address Alströmergatan 22, 112 47 Stockholm. You may also lodge a complaint with the data protection authority.

Appendix 3 – Handling of certain common customer service matters

1. The most common matters

Certain customer service matters are very common (see bullet list) and thus we have chosen to specifically address the parties' handling of them. However, bear in mind that the general terms and conditions of the Agreement apply to the handling of these matters as well.

- Right of withdrawal*
- Returning a product – defective product*
- Delay – late delivery or non-delivery*
- Uncollected products*

There are many other types of matters which may arise, and in such case good and constructive cooperation is, of course, equally important – in accordance with laws and regulations and precedents set by the National Board for Consumer Disputes and courts.

2. Right of withdrawal

The right of withdrawal is a legal right for consumers. In the event the consumer exercises the right of withdrawal, Fyndiq may refund the entire price of the product and charge You for it. This also applies if the original packaging of the product is missing or destroyed.

In the event the value of the product declines because the consumer has used it to an extent greater than necessary in order to check its characteristics or functions, Fyndiq shall consult with You regarding a suitable price deduction.

3. Returning a product – defective product

If the consumer complains (*Swe: reklamerar*) of a product, he/she shall always receive a refund.

If You want to perform an assessment of the complaint, You are responsible for issuing return labels or return envelopes.

You are responsible for costs associated with returning a product, e.g. return shipping, and are also responsible for the product during transport to You. More information about how this works is available at <http://wiki.fyndiq.com/category/customer-service-merchant-support/>.

Delay – late delivery or non-delivery

You understand and accept that consumer law rules allow a customer to seek various remedies in the event of late delivery or non-delivery, e.g. damages and indemnification for costs charged by banks or creditors.

4. Uncollected products

In the event the consumer fails to collect the product and it is returned to You, Fyndiq will charge the consumer for the actual shipping cost, provided that You notify Fyndiq.

However, in the event the consumer informs You that they did not receive notification and the product is returned, You will not receive any compensation.

Unless Fyndiq gives notice otherwise, You are not entitled to sell the relevant product until 10 days after You received the returned product.

FYNDIQ'S SPECIAL TERMS AND CONDITIONS
FOR MERCHANTS SUPPLYING GOODS FROM NON-EU MEMBER STATES

1. Scope of Application

These special terms and conditions shall apply in addition to Fyndiq's General Terms and Conditions for Merchants and supplement accordingly Fyndiq's General Terms and Conditions for Merchants.

In case of discrepancy between these special terms and conditions and Fyndiq's General Terms and Conditions for Merchants, these special terms and conditions shall take precedence.

2. Import Duties, VAT etc.

The Parties accept and acknowledge that for goods imported into Sweden from outside the EU VAT or customs territory, Fyndiq shall not act as the importer of record and as such not be responsible to submit import declarations, pay custom duties to the Swedish Customs Authority or report import VAT according to the reverse charge scheme in its Swedish VAT returns.

The Merchant shall act as the importer of record and as such be responsible to submit import declarations, pay custom duties and VAT to the Swedish Customs Authority or, if applicable, report the import VAT in its Swedish VAT return under the reverse charge scheme.

For the avoidance of doubt, the Merchant shall be responsible and liable for the payment of VAT and custom duties applicable from time to time which are levied by a competent authority. Fyndiq shall not be responsible for any consequences for the Merchant of the VAT and customs setup employed by the Parties from time to time.

3. Indemnity

The Merchant shall indemnify and hold harmless Fyndiq of any tax, duty or similar imposed on Fyndiq by a competent authority caused by or related to the importation of goods into Sweden and indemnify Fyndiq for any cost incurred by administrative obligations such as custom clearance work.

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