

Most recently updated – March 1st 2019

最近更新日期-2019年03月01日

FYNDIQ'S GENERAL TERMS AND CONDITIONS FOR MERCHANTS

FYNDIQ对平台商户的一般条款和条件

1. Introduction

1. 引言

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

欢迎加盟Fyndiq电商平台，来通过我们的网站，一条特价品进阶销售渠道，来销售您的产品。

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. You further acknowledge and accept Fyndiq's guidelines, as applicable from time to time, which You can find here <http://wiki.fyndiq.com/>.

为了让客户满意，从您这里购买一件产品，到您发布一条产品广告，直到您将产品交付给消费者，所有要素都必须保持正确。平台与商户之间的合作很重要，要行使法定权利和承担法定义务。因此，请您务必抽时间仔细阅读本协议。您知悉并接受以后会不时更新的Fyndiq指南。有关详情可以进入<http://wiki.fyndiq.com/>查看。

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.

始终注重“客户体验”很重要。这并非像听起来那样是一个模糊的理念。我们的意思是，您一定要保证自己在发布产品广告及交货时，以吸引人的方式介绍所提供的产品信息，保持信息完整，便于消费者理解。您只需问问自己-如果是我收到了这条信息，我想不想购买这个产品，或者我有没有能力去购买这个产品？当然，产品显然不能是盗版，而且必须合法且能够安全使用。

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.

请记住这一点：惟有专业商户方可通过Fyndiq平台销售产品。如果是个人的话，您就必须找到另一种方式来销售自己的产品。

2. Definitions

2. 定义

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

“*协议*”指这些一般条款和条件，协议附件及Fyndiq平台指南。

"*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.

“*您/您的*”指您，即所谓的交易商，具有清税证明和增值税登记号，并且在本网站注册有一个用户账户。

"*Fyndiq*" means Fyndiq AB.

“*Fyndiq*”指Fyndiq AB。

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

“*产品广告*”指在本网站发布的产品信息，例如产品照片、文字介绍和图形展示。

"*MPR*" means the Merchant Performance Report, which, inter alia, provides certain thresholds that shall not be exceeded in respect of issues related to e.g. uncollected products, missing products and/or returned products, as provided for in the relevant Fyndiq guidelines.

“*MPR*”指商户绩效报告，其特别提供了涉及与未收到产品，产品丢失和/或退货产品有关问题的不可超过的阈值，正如Fyndiq平台相关指南所提供的。

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

“*站点*”指基于网络的Fyndiq电商平台，例如Fyndiq网站、应用、软件及内容。

3. User account and access to the Site

3. 用户账户及访问站点

3.1 When You register 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.

3.1 当您在本网站注册一个用户账户时，您同意并且与Fyndiq平台签订本协议。这些一般条款和条件与本协议其它部分规定之间不一致时，则前者规定优先适用。

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.

3.2. Fyndiq拥有及控制本网站和用户账户。您承诺遵守Fyndiq平台的用户账户和站点指南。您

提供给Fyndiq平台的任何信息必须始终为正确和最新信息。

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.

3.3 您对于使用自己的用户账户（及采取安全措施，以防止他人非法使用您的用户账户）开展的任何活动负责。您始终对自己的人员和咨询顾问使用本网站的任何行为负责。

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.

3.4 您有义务自己主动定期核对本协议及Fyndiq平台『客户一般条款和条件』的修订信息。Fyndiq发出修订通知（例如，在商户页面）十四（14）天后，所述修订信息生效。

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:

3.5 倘若您违反本协议，有关法律法规或Fyndiq平台指南，则Fyndiq平台可以立即限制或关闭您的产品广告，用户账户或在本网站的销售活动。实例包括，如果：

- ⓪ there is a risk of infringement of intellectual property rights or a risk of product liability;
 - (i) 存在侵犯知识产权的风险或产品责任风险;
- ⓫ 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;
 - (ii) 您缺少有效的清税证明或未在公共机构进行相关登记, 或者相关机构调查您从事的非法活动, 会计核算不健全, 缴纳税款或社会保险费用等情况;
- ⓬ You provide inaccurate or misleading information about You and Your business;
 - (iii) 您所提供的关于您和您的业务信息失实或存在误导;
- ⓭ You are in bankruptcy, have commenced composition proceedings, have suspended Your payments, or can otherwise be deemed to be insolvent;
 - (iv) 您正处于破产状态, 启动了债务和解程序, 暂停了您的付款, 或者可以在其它方面视为无偿债能力;
- ⓮ You behave inappropriately or threateningly towards Fyndiq's personnel, consumers, or other merchants;
 - (v) 您行为不当或者您的行为威胁到Fyndiq平台的人员, 客户或其他商户;
- ⓯ 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).
 - (vi) 存在您会造成Fyndiq平台遭受经济损失或招致法律责任(依照本协议未明确由Fyndiq平台承担的责任)的风险;
- ⓰ You are listed in the MPR with values exceeding certain thresholds, caused by e.g. an excessive number of missing products, complaints etc. as determined by Fyndiq in its sole discretion.
 - (vi) 根据Fyndiq平台的全权决定, 由于您漏发产品的数量过多, 频繁受到客户投诉等, 造成因您的分值超过了某些限值而被列入『商户绩效报告』。

4. Selling products

4. 销售产品

Generally

通常

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.

4.1 您理解并接受: 您的产品销售给消费者, 有关消费者权益保护法律法规适用于您在本网站上面发生的所有产品销售。

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.

4.2 您负责保证自己在本网站推广销售和交付的产品符合相关法律法规及Fyndiq平台指南规定的质量，公共安全，标记，使用说明及警告信息要求。您理解并接受：您务必亲自检查并确定自己的产品遵守相关法律法规，例如，在法律法规要求时，产品信息，警告信息和产品标签必须采用瑞典语。

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.

4.3 如果某一产品或产品广告使用任何第三方知识产权，则您有责任保证获得了权利持有人的必要同意。作为一名商户，您必须主动采取措施，以防止通过Fyndiq平台销售盗版产品。

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:

4.4 您理解并接受：在本网站购物的消费者也是Fyndiq平台的客户。因此，您不得利用关于Fyndiq平台客户的信息：

- ⓪ 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;
 - (i) 在交货时寄送文件，寄送促销信息，或者设计包装或产品广告，直接或间接营销您自己的或者另一方的业务，产品或服务；
- ⓪ make direct contact via, e.g., email, text messages, social media, or telephone; or
 - (ii) 通过电子邮件、文本信息、社交媒体或电话营销方式等于Fyndiq平台客户直接联系；或
- ⓪ Send an invoice or make another demand to the customer.
 - (iii) 向Fyndiq平台客户寄送发票或者发出另一条指令。

4.5 You may not market or deliver products which are included in the "Prohibited Products" appendix to this Agreement and listed in Fyndiq's guidelines <http://wiki.fyndiq.com/prohibited-products/>.

4.5 您不得营销或交付本协议“禁售产品”附件中包含的产品，不得营销或交付列入Fyndiq平台指南（<http://wiki.fyndiq.com/prohibited-products/>）的产品。

Advertisements and pricing

广告宣传及产品定价

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.

4.6 您承诺提供完整的产品信息，以便消费者能够作出明智的选择。不得发布错误或误导性的

产品广告。您承诺立即纠正错误或缺陷。

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.

4.7 产品广告中所采用的照片必须具有专业品质，清晰显示在售的实际产品情况。在产品广告中使用照片和其它图形必须遵守Fyndiq平台指南。

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).

4.8 您必须向消费者说明产品的建议价格和普通市场价格，连同正确的增值税率，以使Fyndiq平台有一个产品定价依据。Fyndiq平台可以临时或永久提高或降低将产品卖给消费者的销售价格（但根据您的建议价格，您始终会收到补偿金）。

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).

4.9 当您发布一条产品广告时，您必须记住一点：您只可以为某一特定产品发布一条广告（但如果您在单独销售中捆绑两种或以上产品时，则可以包含该产品）。

4.10 Fyndiq is entitled to make changes to Product Advertisements.

4.10 Fyndiq平台有权更改产品广告。

Sales and marketing

产品销售和营销

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.

4.11 您只可以销售未使用过的、能正常工作的、没有缺陷的产品。必须保持产品原包装完好无损。

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).

4.12 除与商户另有协议外，Fyndiq平台只营销和销售出厂新产品。在某些情况下，Fyndiq平台可以在销售某些产品之前提供书面批准，包括破产清算库存品，产品演示模型，您或其他方修复的/翻新的产品，或者您认为自己在其它方面承担有限责任的产品（前提是对于消费者合法）。

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.

4.13 Fyndiq平台可以随时以任何理由将某一产品移除本网站，例如，如果未能于发布广告后的某一特定时间段内售出的产品，或者如果Fyndiq平台决定产品未遵守有关法律法规或Fyndiq平台指南。

Stocks and delivery

存货和交货

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.

4.14 对于在本网站销售的产品，您或您在欧盟成员国的供应商必须备有存货。对于您的供应商存在的任何产品供货短缺，均由您承担全部责任。

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).

4.15 您负责在Fyndiq平台『消费者一般条款和条件』中规定的交货时间内将产品直接交付给消费者（或者在依照与Fyndiq平台的书面协议适用于某些产品的另一个交货时间将产品直接交付给消费者，并且在消费者购买产品之前将该交货时间告知消费者）。

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.

4.16 消费者收到产品前，由您承担产品责任。通知消费者已经发出产品，亦或通知消费者能够在取货点收得产品，亦或消费者未收得包裹，均不改变您应承担的产品责任。

5. Customer service and product liability

5. 客户服务和产品责任

Support and customer service

客户支持和客户服务

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".

5.1 一切客户支持事宜必须通过Fyndiq平台客户服务台进行，必要时，Fyndiq平台将联系并告知您与您的产品有关的事宜。双方处理经常性客户服务事宜的某些因素详见附件“处理某些客户支持事宜”。

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.

5.2 Fyndiq平台客户服务台告知客户支持事宜后，您必须在工作日（公共假日除外）24小时内作出回应。如果您未能及时作出回应，Fyndiq平台将自行作出处理决定。您承诺尽量完整回答我们提出的问题，并按照相关法律法规和Fyndiq平台『消费者一般条款和条件』亲自建议一项合适的解决方案。Fyndiq平台与您共同商议客户服务事宜，但Fyndiq平台具有最终决策权。

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.

5.3 当您收到或收得某件退货产品时，您必须立即通知Fyndiq平台，或者在不超过48小时内通知Fyndiq平台。您收到退货通知后，必须在工作日（公共假日除外）24小时内收得退货产品。

5.4 Fyndiq may invoice You (or make a deduction prior to payment of compensation to You) for refunds to consumers (complaints, missing products etc.) 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.

5.4 Fyndiq平台可以给您开具发票（或在向您支付补偿金之前进行扣款），以向消费者退款（投诉、漏发产品等等），及退还Fyndiq平台处理客户服务事宜所产生的其它实际费用。为避免疑义，例如，您同意Fyndiq平台为表示客户关怀而提供的折扣码之类属于实际费用。

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.

5.5 如果Fyndiq平台需要依照相关法律或Fyndiq平台『消费者一般条款和条件』之规定向消费者收取他们应该承担的费用，您理解并接受：如果Fyndiq平台实际收到了消费者提供的所述付款，您才可以收到补偿金。您不得强迫Fyndiq平台加剧收款或此类事宜。

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

5.6 特殊情况下，经Fyndiq平台书面批准后，您可以接手处理客户服务事宜。

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.

5.7 有关客户投诉和产品保修事宜，您仅有权按照Fyndiq平台指南（根据产品类型和价格）收取合理的检修费。

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

5.8 您理解并接受：您不得鼓励消费者将某一产品寄至Fyndiq平台地址。

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 here <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.

5.9 Fyndiq平台认真对待欺诈和未遂欺诈问题。Fyndiq平台与警方，公共机构和支付服务提供商开展反欺诈合作。我们希望您在我们要求时提供迅速有效的帮助，例如，必须停止发出促销信息。Fyndiq平台规定了一项反欺诈政策，详见内容<http://wiki.fyndiq.com/fraud/>。您理解并接受：如果您发送“不可追踪的”产品（即该产品无可追踪的发送编号/标识或挂号信件），则全归您自己承担风险。

Product liability and monitoring

产品责任及监控

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.

5.10 向消费者销售产品需要承担重大责任。您对于权利持有人，消费者和公共机构所提出与您的产品或产品广告有关的索赔负有法律责任（包括行政罚款或收费）。

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.

5.11 您的产品和产品广告必须合法，符合产品安全要求，拥有生产许可和保修承诺，通过了生产商或公告机构按照相关法律法规进行的必要测试。如果Fyndiq平台与您取得联系，您必须在工作日（公共假日除外）48小时内作出回应，将相关证明，信息和文件寄送给Fyndiq平台，例如CE认证标志、欧盟合规性保证、产品标记证明、欧洲商品编码（EAN）、货号 and 批号。

5.12 In the event a public agency, rights holder, or organization requires that the manufacture, import, or sale of a product must be reported or accounted for, or if the product must be recalled, 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.

5.12 如果某一公告机构，权利持有人或组织机构要求制造，进口或销售某一产品必须予以报告或解释说明，或者如果必须召回产品，则您有责任按照相关法律法规尊尊该等要求。您自己负责承担一切费用和支付任何有关赔偿或规费。

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.

5.13 您有责任履行有关产品，产品部件（例如，电池）及包装的回收和废物管理报告和支付规费的任何义务。

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.

5.14 Fyndiq平台定期监控产品广告和产品对于本协议及相关法律法规的合规性。Fyndiq平台还可以受理权利持有人或其法律顾问或公告机构提出的索赔。您承诺尽量完整回答我们提出的问题，并将相关证明，文件或图片寄送给我们。通常，您必须在工作日（公共假日除外）48小时内回答Fyndiq平台发送给您的提问事宜。您理解并接受：如果Fyndiq平台决定存在经济或法律责任风险，则可以立即停止您的产品广告或产品销售。

6. Compensation and payment

6. 赔偿和支付

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.

6.1 Fyndiq平台处理向消费者销售产品，产品广告介绍，及本网站的其它功能，包括支付。另外，Fyndiq平台可以营销和销售（Fyndiq平台选择的）产品，包括通过Fyndiq平台自己营销及通过GoogleAds等其它网络平台购买广告和搜索。

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/>.

6.2 Fyndiq平台提供客户服务时，收取一定的服务费。Fyndiq平台的服务费项目包括：(i)“销售费”，根据所售产品价格收取的一定比例的费用（含增值税）；(ii)根据所售产品品类收取的“品类费”，含增值税。现行服务费收费标准详见<http://wiki.fyndiq.com/service-fee/>中规定。

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. For the avoidance of doubt please note that the Fyndiq service fees are non-refundable. The alternatives on the user account allow You to decide how often payments will be made to You <https://fyndiq.se/merchant/settings/payments/>. In order to receive compensation, You must provide us with a valid International Bank Account Number (IBAN) and a Bank Identifier Code (BIC), and/or postgiro and/or bankgiro, as applicable.

6.3 扣除销售费，品类费及Fyndiq平台所产生依照本协议规定须由您承担的任何费用后，Fyndiq平台向您支付每件售出产品的款项。为避免疑义，请注意：Fyndiq平台服务费概不退款。您可以根据用户账户备选方案决定每次向您进行付款的周期，详见<https://fyndiq.se/merchant/settings/payments/>。为收取货款，您必须向我们提供一个有效的国际银行账户号码（IBAN）和一个银行识别代码（BIC）和/或邮局直接转账制度和/或银行直接转账制度（如果适用的话）。

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 or invoice You for such amounts.

6.4 根据相关法律法规之规定，消费者可能常常在产品交付很久后提出投诉。如果Fyndiq平台有义务就某件产品（或由于任何其它索赔）向消费者支付退款，而您早已收到了该产品的货款，则Fyndiq平台有权在后期应付给您的货款中抵扣该退款金额，或者提供发票以收回该退款金额。

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.

6.5 如果您违反本协议，或者任何消费者行使取消订货的权利，或者消费者行使在收到产品后30日内退货的权利，则Fyndiq平台有权拒绝向您付款。

7 Intellectual property rights

7. 知识产权

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

7.1 您有责任保证您的产品和产品广告未侵犯任何知识产权。

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.

7.2 当您上传产品广告时，您授予Fyndiq平台在本网站营销产品期间免费使用全部或部分产品广告的非独占权利。这还包括Fyndiq平台有权利用该产品广告营销Fyndiq平台自己的业务及向第三方实施分许可。

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

7.3 未经Fyndiq平台事先书面批准，您不得使用属于Fyndiq平台的知识产权。

8 Disclosure obligation

8. 披露义务

You shall inform Fyndiq immediately:

您应立即告知Fyndiq:

(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;

(i) 若您或销售链上游某一家公司（批发商、零售商、经销商、制造商等等）处于破产，启动债务和解程序，进入清算或者可以在其它方面视为无偿债能力，或者如果在其它方面存在产品保修责任或产品责任不会得到履行的风险；

(ii) in the event of any suspected or determined infringement of intellectual property rights; or

(ii) 如果发生任何涉嫌或确定的侵犯知识产权；或

(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.

(iii) 可能招致Fyndiq平台或您承受法律责任或经济责任风险的任何情况，例如，产品安全，健康或环境责任风险。

9 Liability in damages

9. 损害赔偿责任

9.1 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 organizations, 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.

9.1 您应对您的产品，产品广告，非法使用个人数据或者因您在其它方面未履行本协议项下义务而引起的损害和索赔承担赔偿责任。如果第三方（例如消费者、法人实体、私营组织或公告机构）提出索赔，您应向Fyndiq平台提供赔偿。为避免疑义，您的损失赔偿责任还包括在某些情况下，消费者有权以产品存在缺陷为由向销售链上游交易商提出索赔。

9.2 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.

9.2 如果产品存在任何技术缺陷或加工缺陷，则Fyndiq平台对于可能由此引起的销量和成本损失或任何损害赔偿不承担任何责任。

9.3 In the event Fyndiq is involved in a civil dispute regarding Your product, or Your Product Advertisement, or if Your Product or Product Advertisement infringes a third party's individual property rights, You shall immediately assist Fyndiq during the dispute and indemnify Fyndiq for damages, compensation for infringement and all direct and indirect costs (including reasonable legal fees) which arise, or which Fyndiq must pay in connection with the dispute or the infringement. This includes, but is not limited to, a right for Fyndiq to invoice You if the dispute or the infringement results in an obligation for Fyndiq to compensate a third party as a result of a settlement.

9.3 如果Fyndiq平台牵涉有关您的产品或产品广告的民事纠纷，或如果您的产品或产品广告侵犯了第三方的知识产权，则您应在发生争议期间立即协助Fyndiq平台处理争议，向Fyndiq平台提供损害赔偿，并赔偿因此产生的侵权费及各种直接或间接费用（包括合理的诉讼费），或赔偿Fyndiq平台必须支付的与该等争议或侵权有关的费用。这包括但不限于，如果该等争议或侵权导致Fyndiq平台有义务向第三方和解赔偿时，Fyndiq平台有权向您提供发票并收回该等赔偿费用。

9.4 In the event Your product has been sold on Fyndiq's platform and the product is considered not to be safe or is considered dangerous according to what is set out in the law, e.g. in the Product Safety Act (Sw. *Produktsäkerhetslagen (2004:451)*), You shall immediately assist Fyndiq with recalling Your product and any other measures related thereto, including information to consumers and authorities, and pay Fyndiq for all direct and indirect costs (including reasonable legal fees) which arise, or which Fyndiq must pay in connection therewith. This includes, but is not limited to, a right for Fyndiq to invoice You if the sale of Your product results in Fyndiq being obliged to pay penalty or sanction charges, or if the dispute results in Fyndiq being obliged to pay damages or other compensation.

9.4 如果您的产品在Fyndiq平台售出，并且根据有关法律（例如，瑞典《产品安全法》

(2004:451)) 规定认为该产品不安全或存在危险性，你应立即协助Fyndiq平台召回产品并采取任何其它有关措施，包括告知消费者和产品安全管理部门，并向Fyndiq平台支付由此引起的一切直接或间接费用（包括合理的诉讼费），或者Fyndiq平台必须支付的与之有关的费用。这包括但不限于，如果销售您的产品导致Fyndiq平台有义务支付罚款或处罚费时，或者如果争议导致Fyndiq平台有义务支付损害赔偿或其它赔偿金时，Fyndiq平台有义务有权向您提供发票并收回该等罚款或处罚费或损害赔偿或其它赔偿金。

9.5 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).

9.5 如果您违反合同，则Fyndiq平台有权要求您履行本协议，并且，Fyndiq平台采取或不采取其它措施时（例如，限制或关闭您的产品广告或用户账户），不影响要求您提供损害赔偿。

9.6 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:

9.6 您应全额赔偿Fyndiq平台，并保证Fyndiq平台免受其由以下情形引起的或与之有关的任何及一切损失、债务、损害和/或费用：

- (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);
 - (i) 由外部支付提供商办理的交易，或由于您向消费者提供商品而另外造成的交易（包括但不限于退钱和退款）；
- (ii) the imposition of fines or penalties due to third party claims against an external payment provider as a result of Your conduct;
 - (ii) 第三方由于您的产品向外部支付提供商提出索赔而征收的罚款或罚金；
- (iii) allegations of fraud related to Your business.
 - (iii) 指控与您的业务有关的欺诈。

10 Premature termination

10. 提前终止

10.1 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), which for the avoidance of doubt includes Fyndiq's guidelines <http://wiki.fyndiq.com/>.

10.1 如果另一方严重违反本协议项下的本方义务（或违反与同一集团内部的另一家公司的安排），则Fyndiq平台或您可以立即终止本协议，为避免疑义，包括Fyndiq平台指南（详见<http://wiki.fyndiq.com/>）。

10.2 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.

10.2 如果其中一方处于破产，启动债务和解程序，进入清算或者可以在其它方面视为无偿债能力，则另一方可以立即终止本协议。

10.3 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.

10.3 如果Fyndiq平台的某个直接竞争对手获得了您的企业的参股权益，股份或资产或者以其它方式为您的企业或者您所属企业集团的某家企业提供资金或担保，则Fyndiq平台有权立即终止本协议。

10.4 A party may terminate the Agreement, regardless of cause, at any time whatsoever, with one month notice of termination.

10.4 一方提前一个月通知另一方后，可以随时以任何理由终止本协议。

10.5 Notice of termination shall be given in writing.

10.5 终止通知应采用书面形式。

10.6 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.

10.6 本协议终止后，恢复您对于自己在本网站为销售库存而保留的产品的处置权利。

10.7 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.

10.7 由于其内容的关系，某些规定在本协议终止后将仍然保持有效，例如，您必须交付已经

售给消费者的产品；您必须协助Fyndiq平台处理客户服务事宜；您必须承担自己的产品责任；您必须支付任何损害赔偿金。

10.8 Fyndiq may withhold your outstanding payments for up to 30 days after the date of the last and final planned payment.

10.8最近和最后一次计划付款日期后，Fyndiq平台可以将您的未付款项最多扣留30天。

11 Liability insurance

11. 责任保险

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.

您应根据本协议之规定为自己的企业和责任维持适当的责任保险。一经要求，您应将该等保险证书副本寄送给Fyndiq平台。

12 Assignment

12. 转让

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.

Fyndiq平台有权将本协议全部或部分转让给第三方。本协议对您而言属于个人协议，因此，未经Fyndiq平台的事先书面批准，您无权将本协议转让给任何第三方。

13 Applicable law and disputes

13. 适用法律和争议

13.1 The Agreement shall be governed by Swedish law.

13.1 本协议服从瑞典法律管辖。

13.2 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.

13.2 因本协议而产生的争议应由一家拥有一般管辖权的法院判决，斯德哥尔摩地区法院为初审法院。

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Appendix 1 – Prohibited Products

附件1-禁售产品

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.

本附件将在需要时予以更新而不必向您预告或通知。任何修订内容一经在本网站公布后将立即生效，因此，您定期查看附件内容很重要。

The ground rules are simple.

基本规则很简单。

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.
1. 您不得营销或销售违法产品，不符合标记，安全，健康或环境要求的产品，或属于限制向消费者出售对象的产品。
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.
2. Fyndiq平台还选择了不许通过本网站销售的产品，例如，因为我们认为不适合于我们的首选潜在客户和目标群体的产品。

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

禁止通过本网站营销和销售的产品举例：

- Alcohol
酒精
- Drugs and steroids
毒品和类固醇
- Pirated copies
盗版
- Services
服务
- Weapons and ammunition
武器和弹药
- Food and animal food
食品和动物食品

Please note that the full list of prohibited products can be found in Fyndiq's guidelines <http://wiki.fyndiq.com/prohibited-products/>.

请注意：用户可以访问<http://wiki.fyndiq.com/prohibited-products/>查看
Fyndiq平台指南中所列禁售产品的详尽清单。

Appendix 2 – Personal data policy

附件2-个人数据保护政策

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.

Fyndiq平台保护客户和用户的个人隐私。在Fyndiq平台，我们处理使用我们所提供服务与产品的客户和用户的个人数据。您作为一个商户，我们根据Fyndiq平台与您之间的有效协议和/或基于Fyndiq平台的合法商业利益处理您的个人数据。

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.

您必须提供个人数据，以注册用户账户和使用Fyndiq平台提供的服务。为签订本协议和使用Fyndiq平台提供的服务，这些数据是完全必要的。如果您不提供个人数据，Fyndiq平台将无法履行本协议。当然，Fyndiq平台遵守适用于处理个人数据的法律法规。Fyndiq平台已采取适当的技术措施及组织安全措施（包括保密），以保护个人数据不受未经授权的访问，更改，传播和销毁。

The personal data is used in order to:

您所提供的个人数据，用以：

- administer and perform the Agreement with You;
- 管理和履行与您签订的协议；
- sort out and solve any problems which may arise when You use our services and products;
- 分类和解决您在使用我们的服务和产品时可能出现的问题；
- send newsletters; and/or
- 向您推送企业快讯；和/或
- provide data to cooperation partners, including those outside of the EU (see below).
- 向合作伙伴提供资料，包括在欧盟境外的合作伙伴（见下文）。

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.

Fyndiq平台可利用合作伙伴来履行对您的义务。我们的合作伙伴可与Fyndiq平台签订协议，以确保我们能够对您的个人数据提供高水平的保护和正确处理。

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. A greements 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.

若Fyndiq平台在欧盟/欧洲经济区境外国家有合作伙伴，则您的个人数据有可能传送至对个人资料没有同等保障水平的国家。为了保护您的个人数据，Fyndiq平台与我们的合作伙伴签订协议，对个人数据传送及合作伙伴处理个人数据进行管理。协议包含欧盟委员会和发布的标准条款和条件，Fyndiq平台努力保证按照适用法定要求处理个人数据。

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平台在必要时储存您的个人数据，以履行本协议。Fyndiq平台采取合理的措施，以保留最新处理的个人数据，并删除非最新的和在其它方面存在错误的或不必要的个人数据。若本协议终止，我们只会继续将您的个人数据储存一段时间，以履行法律规定的任何义务或保护消费者的权利。

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平台可以在某些网站使用所谓的网络信标（或“像素标签”）。我们通常不使用它们来识别个人用户。网络信标通常为图形图像，放在网站上面，用于统计网站访客和/或查看某些cookie。该信息用于改善Fyndiq平台服务。通常，网络信标不搜集您的因特网浏览器以标准设置提供以外的任何信息。您可以选择不接受cookie或网络信标；但这可能导致Fyndiq平台的因特网服务功能会遇到问题。网络信标可以持续搜集通过您的IP地址访问的访客信息，但该等信息将不再特定于您。如果您不希望接受cookie，或者希望它们在存储到您的计算机之前收到警告，您可以更改您的因特网浏览器，平板电脑或手机上的设置。

Fyndiq uses cookies. You can find more information about Fyndiq's cookies at

<https://fyndiq.se/fyndiq/cookies/>.

Fyndiq平台使用cookie。您可以在<https://fyndiq.se/fyndiq/cookies/>查看关于Fyndiq平台cookie的详情。

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平台将定期更新个人数据保护政策，以期反映出有关我们如何处理个人数据的任何变更。如果任何重大变更需要得到您的同意，我们会及时通知您。

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.

Fyndiq AB（公司登记编号：556792-1712）负责处理个人数据。当然，您可以获得Fyndiq平台所处理您的个人数据方面的信息，您还可以要求我们更正显示错误或不完整的个人数据。根据适用法律之规定，您还有权要求我们删除您的个人数据或限制处理，资料迁移性或您的个人数据处理对象，包括不许为了直接营销而处理或使用您的个人数据。

In the event You have questions regarding this policy or Fyndiq's processing of personal data, please contact us at privacy@fyndiq.com. You may also lodge a complaint with the data protection authority.

如果您对个人数据保护政策或Fyndiq平台处理个人数据方面存在疑问，请通过电子邮箱privacy@fyndiq.com联系我们。您还可以向资料保护管理部门投诉。

Appendix 3 – Data Processing Agreement

附件3-数据处理协议

This Data Processing Agreement ("Appendix") is an integral part of Fyndiq's General Terms and Conditions for Merchants ("Agreement").

本《数据处理协议》（“附件”）是Fyndiq平台『商户一般条款和条件』（“协议”）不可分割的组成部分。

Terms used in this Appendix shall have the meanings given in the Appendix. Terms not otherwise defined shall have the meaning stated in the Agreement.

本附件中使用的术语具有其规定的含义。未另外定义的术语应具有本协议中规定的含义。

Recitals

引言

When selling products on Fyndiq's Site, You will process Personal Data on behalf of Fyndiq as a Data Processor for which Fyndiq is a Data Controller as further detailed in appendix A. You agree to Process Personal Data on behalf of Fyndiq in accordance with the provisions of this Appendix.

当您在Fyndiq平台网站上销售产品时，您将作为数据处理者代表Fyndiq平台处理个人数据，Fyndiq平台则作为数据控制者，详情见附件A。您同意按照本附件之规定代表Fyndiq平台处理个人数据。

You provide sufficient guarantees to implement appropriate technical and organisational measures to ensure compliance with Applicable Data Protection Laws when Processing Personal Data on behalf of Fyndiq.

您提供足够保证实施适当的技术和组织措施，以确保自己在代表Fyndiq平台处理个人数据时遵从适用数据保护法律。

If any provision of the Agreement conflicts with the terms of this Appendix, the terms of this Appendix shall take precedence where its terms provide greater protection for Personal Data.

如果本协议的任何条款与本附件的条款相冲突，则本附件的条款在对个人资料提供更大保护的情况下应优先适用。

1. Definitions

1. 定义

In this Appendix the following terms have the following meanings:

本附件中，以下术语具有下述规定的含义：

"Applicable Laws" means laws and regulations under EU law and relevant Member State laws that from time to time apply to Fyndiq and You;

“适用法律”指根据欧盟法律及相关成员国法律而制定并且当时适用于Fyndiq 平台和您的法律法规；

"Applicable Data Protection Laws" means all legislation and regulations, including regulations issued by relevant supervisory authorities, protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the Processing of Personal Data that from time to time apply to Fyndiq and You, including data protection laws and regulations implementing the Data Protection Directive 95/46/EC and as of 25 May 2018 the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (the "GDPR"); and

“适用数据保护法律”指包括相关监管部门发布的规程在内的各项法律法规，用以保护个人的基本权利与自由，尤其是当时适用于Fyndiq 平台和您的涉及个人数据处理的个人隐私权，包括自2018年05月25日起实施《数据保护指令》（95/46/EC）的数据保护法律法规，2016年04月27日欧洲议会和欧洲理事会发布的在处理个人数据方面保护自然人及该等数据自由移动方面的《一般数据保护条例》（（EU）2016/679），以及废除欧盟指令95/46/EC（《一般数据保护条例》）（“GDPR”）；及

"Data Controller", "Data Subject", "Data Processor" "Processing", "Personal Data", and "Personal Data Breach", shall have the same meaning as in the GDPR;

“数据控制者”，“数据主体”，“数据处理者”，“处理”，“个人数据”和“个人数据外泄”具有《一般数据保护条例》中规定的相同含义；

"Data Processing Agreement" means this Data Processing Agreement and all appendices attached hereto (as amended from time to time in accordance herewith); and

“数据处理协议”指本数据处理协议及其所有附件（包括按照本数据处理协议不时进行的修正）；及

"Third Country" means a country which is not a member of the European Union (EU) or the European Economic Area (EEA).

“第三国”指不属于欧盟（EU）或欧洲经济区（EEA）成员国的国家。

2. General obligations

2.一般义务

2.1 To the extent You will Process Personal Data on behalf of Fyndiq, You agree to only Process Personal Data:

2.1 如果您代表Fyndiq平台处理个人数据，您同意只按照以下规定要求处理个人数据：

2.1.1 in accordance with the instructions of this Appendix, the Agreement and

any further documented instructions that Fyndiq may from time to time give and not for Your own purposes; and

2.1.1 按照本附件，本协议及Fyndiq平台可能不时发出的，并非为您个人目的的任何进一步书面指示处理个人数据；及

2.1.2 in accordance with Applicable Data Protection Laws.

2.1.2 按照适用数据保护法律处理个人数据。

2.2 Notwithstanding what is stated in Section 2.1.1 above You may Process Personal Data to the extent it is necessary in order to comply with legal requirements under Applicable Laws to which You are subject. You shall inform Fyndiq of that legal requirement before the Processing, unless Applicable Laws prohibit You from providing this information.

2.2 尽管上述第2.1.1部分有规定，您可以为了遵守自己作为受制对象的适用法律的法定要求在必要时处理个人数据。您应在处理个人数据之前将该等法定要求告知Fyndiq平台，除非适用法律禁止您提供该信息。

2.3 Notwithstanding any choice of law provisions agreed between the Parties in the Agreement, Applicable Data Protection Laws shall apply to the Processing of Personal Data covered by this Appendix.

2.3 尽管本协议双方之间同意选择服从任何法律规定，适用数据保护法律应适用于本附件所涵盖的个人数据处理。

2.4 You shall immediately notify Fyndiq if You cannot fulfil Your obligations under this Appendix or if You are of the view that an instruction regarding the Processing of Personal Data given by Fyndiq would be in breach of Applicable Data Protection Laws, unless You are prohibited from notifying Fyndiq under Applicable Laws.

2.4 如果您无法履行本附件项下的本方义务，或者如果您认为Fyndiq平台发出的个人数据处理指示会违反适用数据保护法律，您应立即通知Fyndiq平台，除非根据适用法律之规定禁止您通知Fyndiq平台。

2.5 You shall, upon Fyndiq's request, make available to Fyndiq all information necessary to demonstrate compliance with the obligations imposed on You by this Appendix and Applicable Data Protection Laws.

2.5 一经要求，您应向Fyndiq平台提供一切必要的信息，以证明您遵守本附件和适用数据保护法律赋予您的义务。

3. Security measures

3. 安全措施

3.1 Obligation to Implement Technical and Organisational Measures to Protect Personal Data

3.1 实施技术和组织措施以保护个人数据的义务

3.1.1 You shall implement appropriate technical and organisational measures to protect and safeguard the Personal Data that is Processed against Personal Data Breaches. The measures shall at least reach a level of security equivalent of what is prescribed by Applicable Data Protection Laws, relevant supervisory authorities' applicable regulations and guidelines regarding security of Personal Data and what is otherwise appropriate to the risk of the Processing of Personal Data, including but not limited to:

3.1.1 您应实施适当的技术和组织措施，以保护和预防个人数据遭到个人数据外泄。该等措施至少应达到适用数据保护法律，相关监管部门有关个人数据安全适用条例及指南及其它适合于防范个人数据处理风险规定的同等安全等级，包括但不限于：

3.1.1.1 the pseudonymisation (where appropriate) and encryption of Personal Data;

3.1.1.1 个人数据假名化（如果适用的话）和加密处理；

3.1.1.2 measures to prevent transfer of Personal Data to any unauthorised person/entity, including secure communication by way of encryption of Personal Data in transit;

3.1.1.2 防止向任何未授权人士/实体传送个人数据的措施，包括对在传输中对个人数据进行加密处理的保密通信；

3.1.1.3 the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;

3.1.1.3 保证个人数据处理系统和服务具有持续保密性，完整性，可用性和恢复力的能力；

3.1.1.4 the ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident;

3.1.1.4 在发生物理或技术故障时能够及时恢复个人数据可用性和存取的能力；

3.1.1.5 a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the Processing; and

3.1.1.5 定期测试，评估和评价技术和组织措施有效性以保证个人数据处理安全性的流程；

3.1.1.6 ensuring that fixed and removable storage media which have been used for the processing of Personal Data under this Appendix is securely and irreversibly destroyed when no longer used.

3.1.16 根据本附件用于个人数据处理的固定和移动储存介质不再使用时，保证将其进行安全的、不可逆转的销毁。

3.1.2 You shall, upon Fyndiq's request, provide necessary information in order to allow Fyndiq to fulfil its obligations to, where applicable, carry out data protection impact assessments and prior consultations with the relevant supervisory authority under Applicable Data Protection Laws in relation to the Processing of Personal Data covered by this Appendix.

3.1.2 一经要求，您应向Fyndiq平台提供必要时信息，以允许Fyndiq平台履行义务（如果适用），根据与本附件涵盖的个人数据处理有关的适用数据保护法律，与有关监管部门一道进行数据保护影响评估和事先协商。

3.2 Access Controls, Confidentiality and Logging

3.2 访问控制，保密和记录

3.2.1 You shall ensure that access to the Personal Data is limited to those employees of Yours who need access to the Personal Data in order for You to fulfil Your obligations under this Appendix and the Agreement. You shall ensure that the personnel of Yours only Process Personal Data in accordance with Section 2.1 above.

3.2.1 您应保证：仅限于允许需要访问个人数据以履行本附件及本协议规定义务的员工访问个人数据。您应保证：您的员工仅按照上述第2.1部分规定处理个人数据。

3.2.2 You shall ensure that all employees authorised to access and Process the Personal Data have committed themselves to confidentiality in relation to the Processing of Personal Data covered by this Appendix.

3.2.2 您应保证：授权访问和处理个人数据的所有员工已承诺对与本附件涵盖的个人数据处理有关的信息实施保密。

3.2.3 You shall ensure that access to Personal Data covered by this Appendix is logged and that a record of access to Personal Data is kept in order to allow for investigations of Personal Data Breaches.

3.2.3 您应保证：访问本附件涵盖的个人数据得以记录，并妥善保留个人数

据访问记录，以方便开展个人数据外泄调查。

3.3 Personal Data Breach

3.3 个人数据外泄

3.3.1 In the event of a Personal Data Breach You shall notify Fyndiq of the Personal Data Breach in writing without undue delay, and at the latest within 24 hours, after becoming aware of the Personal Data Breach.

3.3.1 如果发生个人数据外泄，您应毫不延迟地在得知发生个人数据外泄后至少24小时内将该情况书面通知Fyndiq平台。

3.3.2 You shall immediately after becoming aware of a Personal Data Breach:

3.3.2 得知发生个人数据外泄后，您应立即：

3.3.2.1 commence a forensic investigation of the Personal Data Breach in order to determine the scope, nature and the likely consequences of the Personal Data Breach;

3.3.2.1 开始对个人数据外泄进行鉴定调查，以确定个人数据外泄的范围，性质及可能产生的后果；

3.3.2.2 take appropriate remedial measures in order to mitigate the possible adverse effects of the Personal Data Breach; and

3.3.2.2 采取适当的补救措施，以减轻个人数据外泄可能带来的不利影响；及

3.3.2.3 Consult with Fyndiq in order to determine as to whether Fyndiq would be obligated, where applicable, under Applicable Data Protection Laws to notify the relevant supervisory authority and or the Data Subjects concerned of the Personal Data Breach.

3.3.2.3 与Fyndiq平台商议，以确定根据适用数据保护法律是否有义务（如果适用）通知相关部门和/或个人数据外泄的有关数据主体。

3.3.3 As soon as possible following the commencement of the forensic investigation, You shall provide the following information to Fyndiq as regards the Personal Data Breach:

3.3.3 对个人数据外泄进行鉴定调查后，您应向Fyndiq平台提供以下有关个人数据外泄的信息：

3.3.3.1 a description of the nature of the Personal Data Breach including the categories and approximate number of Data Subjects concerned and the categories and approximate number of Personal Data records concerned;

3.3.3.1 个人数据外泄的性质描述，包括有关数据主体的类别和概数，即有关个人数据记录的类别和概数；

3.3.3.2 the likely consequences of the Personal Data Breach; and

3.3.3.2 个人数据外泄可能造成的后果；

3.3.3.3 a description of the measures taken or proposed to be taken by You to address the Personal Data Breach, including, where appropriate, measures to mitigate its possible adverse effects.

3.3.3.3 您采取的或建议采取的个人数据外泄处理措施，包括在适当情况下采取措施，以减轻可能引起的不利后果。

Where, and in so far as, it is not possible for You to provide the above information at the same time, the information may be provided in phases without undue further delay. Following the conclusion of the forensic investigation, Fyndiq shall have a right to receive a copy, upon request, of any forensic reports in relation to the Personal Data Breach.

若您不可能同时提供上述信息，则您可以毫不延迟地分阶段提供所述信息。鉴定调查结束后，Fyndiq平台应有权经要求后收到与个人数据外泄有关的任何鉴定报告。

3.3.4 Where Fyndiq is obligated under Applicable Data Protection Laws to notify the relevant supervisory authority and/or Data Subjects of the Personal Data Breach, You shall provide the necessary assistance in order to allow Fyndiq to fulfil these obligations.

3.3.4 若根据适用数据保护法律之规定，Fyndiq平台有义务将个人数据外泄情况通知相关部门和/或数据主体，您应提供必要的协助，以使Fyndiq平台能够履行这些义务。

3.4 Right to Audit and Inspection

3.4 审计和检查权

3.4.1 You shall allow for and contribute to audits, including inspections, conducted by Fyndiq or a third party auditor mandated by Fyndiq in order to ensure compliance with the obligations laid down by this Appendix. Fyndiq shall give You reasonable notice prior to exercising its audit rights. Each Party shall bear its own costs in relation to such audit. However, where Fyndiq has mandated a third party auditor to carry out the audit on its behalf, Fyndiq shall bear the costs for the third party

auditor, unless the Parties agree in writing upon otherwise.

3.4.1 您应考虑并参与由Fyndiq平台或Fyndiq平台委托的第三方审计师进行的审计（包括检查），以保证您组从了本附件中规定的义务。Fyndiq平台应在行使审计权之前合理通知您。每一方应承担与该等审计有关的本方费用。但如果Fyndiq平台委托了第三方审计师代为进行审计，则由Fyndiq平台承担第三方审计师所产生的审计费用，除非双方另有书面协议。

3.5 Documentation

2.5 文件记录

3.5.1 You shall document in writing the measures that You have taken in order to ensure compliance with this Section 3 of the Appendix, e.g. in a security policy or similar. Fyndiq has a right to, upon request, receive a copy of the documentation.

3.5.1 您应书面记录自己为了保证遵从本附件第3部分规定而采取的措施，例如，安全政策或类似规定。Fyndiq平台有权经要求后收到文件记录副本。

4. Use of sub-processors

4. 使用分处理者

4.1 You may engage outside sub-contractors, consultants or other third parties ("Sub-Processors") to Process Personal Data on behalf of Fyndiq only if Fyndiq has given its prior written authorisation.

4.1 经Fyndiq平台事先书面授权后，您方可聘请外部分包商，顾问或其他第三方（“分处理者”），由其代表Fyndiq平台处理个人数据。

4.2 Where You, with Fyndiq's prior written authorisation, engages a Sub-Processor for the Processing of Personal Data on behalf of Fyndiq, Fyndiq hereby authorises You to enter into a data processing agreement directly with the Sub-Processor, provided that such data processing agreement includes the same obligations as those set out in this Appendix.

4.2 若经Fyndiq平台事先书面授权后，您聘请一位分处理者代表Fyndiq平台处理个人数据，Fyndiq平台特此授权您直接与该分处理者签订数据处理协议，前提是该等数据处理协议包含与本附件中规定的相同义务。

4.3 In case You engage a Sub-Processor, You shall without undue delay provide the following information to Fyndiq in writing:

4.3 如果您聘请一位分处理者，您应毫不延迟地向Fyndiq平台提供以下书面信息：

4.3.1 the identity of the Sub-Processor (including full legal name, company registration number and address);

4.3.1 分处理者的身份信息（包括完整法定名称，公司登记编号和地址）；

4.3.2 the type(s) of service(s) provided by the Sub-Processor;

4.3.2 分处理者提供的服务类型；

4.3.3 the location where the Sub-Processor will process Personal Data on behalf of Fyndiq.

4.3.3 分处理者将代表Fyndiq平台处理个人数据的地点。

4.4 You shall, in addition to the information outlined in Section 4.3 above, upon Fyndiq's request without undue delay provide a copy of the data processing agreement that You has entered into with the Sub-Processor in accordance with Section 4.2 above.

4.4 除上述第4.3部分概述的信息之外，您还应在Fyndiq平台要求后毫不延迟地向其提供一份您按照上述第4.2部分规定与分处理者签订的数据处理协议。

4.5 Where a Sub-Processor fails to fulfil its data protection obligations, You shall remain fully liable to Fyndiq for the performance of the Sub-Processor's obligations.

4.5 若分处理者未能履行其数据保护义务，您应对Fyndiq平台负有完全责任履行分处理者的义务。

5. Confidentiality

5. 保密

Without prejudice to any confidentiality undertaking included in the Agreement, You shall keep and maintain all Personal Data in strict secrecy and not disclose the Personal Data to a third party, unless otherwise authorized in advance in writing by Fyndiq or otherwise required by Applicable Laws or for the performance of this Appendix and the Agreement. You agree that the confidentiality undertaking under this Section 5 shall survive the termination of this Appendix and continue to apply until all Personal Data have been returned or (upon Fyndiq's written request) have been deleted or anonymised in a secure and irreversible way in accordance with Section 8 below.

在不影响本协议中包含的任何保密承诺的前提下，您应对所有个人数据实施严格保密，不将个人数据透露给第三方，除非Fyndiq平台事先书面授权或适用数据保护法律另有要求或为了履行本附件和本协议而要求披露。您同意：第5部分的保密承诺在本附件终止后仍然存续，并继续适用，直至按照下述第8部分之规定归还了所有个人数据，或者（经Fyndiq平台书面要求后）以安全的、不可逆转的方式删除或假名化了所有个人数据。

6. Indemnity and Liability

6. 赔偿和责任

You shall indemnify and hold harmless Fyndiq from and against any loss and costs etc. arising from or relating to Your breach of Your obligations under this Appendix, Applicable Data Protection Laws or as a result of You having Processed the Personal Data outside the scope of or in breach of Fyndiq's lawful instructions pursuant to Section 2.1 above. You may not rely on a breach by a Sub-Processor in order to avoid Your own liabilities.

若您违反本附件项下义务，适用数据保护法律或由于您超出了规定范围处理个人数据或违反Fyndiq平台按照上述第2.1部分发出的合法指示而引起的或与之有关的任何损失及费用等，则您应向Fyndiq平台提供赔偿并保证其免受该等损失及费用等。您不得借分处理者违约为由来规避你自己的责任。

7. Data subjects' rights

7. 数据主体的权利

You shall assist Fyndiq by taking appropriate technical and organisational measures for the fulfilment of Fyndiq's obligation to respond to requests for exercising the Data Subject's rights as laid down by Applicable Data Protection Laws.

您应采取适当的技术和组织措施，协助Fyndiq平台履行其义务，响应适用数据保护法律所规定的行使数据主体的权利的合法要求。

8. Return of personal data

8. 归还个人数据

Upon termination of the Agreement, You shall immediately return (and/or upon Fyndiq's written request in a secure and irreversible way delete or anonymise) all Personal Data which belongs to Fyndiq that You and/or any Sub-Processors have in its possession or control, unless You are required under Applicable Laws to continue to store the Personal Data. You shall, upon Fyndiq's request, provide a written notice as regards the measures taken by You to comply with this obligation.

本协议终止后，您应立即归还（和/或经Fyndiq平台要求后以安全的、不可逆转的方式删除或假名化）您和/或任何分处理者拥有的或控制的属于Fyndiq平台的所有个人数据，除非适用法律要求您继续储存该个人数据。一经要求，您应向Fyndiq平台提供一份书面通知，说明您为了遵从该义务而采取的措施。

9. Transfer to and processing of personal data in a third country

9. 向第三国传送个人数据和在第三国处理个人数据

9.1 You agree not to transfer any Personal Data belonging to Fyndiq to a Third Country without Fyndiq's prior written authorisation.

9.1 您同意：未经Fyndiq平台的事先书面授权，你不会将属于Fyndiq平台的任何个人数据传送至第三国。

9.2 Where Personal Data will, with Fyndiq's prior written authorisation, be transferred to and Processed in a Third Country, the Parties shall prior to such transfer of the Personal Data:

9.2 若经Fyndiq平台的事先书面授权后，个人数据将被传送至第三国并在该第三国处理，则双方应在该等传送个人数据之前：

9.2.1 verify whether the Third Country according to an adequacy decision issued by the EU Commission provides an adequate level of protection for Personal Data in which case the Personal Data may be transferred to the Third Country; and if not

9.2.1 证实在个人数据可能被传送至第三国的情况下，该第三国是否按照欧盟委员会下达的充分性决定为个人数据提供了足够等级的安全保护；如果没有

9.2.2 ensure that there are appropriate safeguards in place in accordance with Applicable Data Protection Laws, e.g. standard data protection clauses adopted by the EU Commission under Applicable Data Protection Laws, covering the transfer and Processing of Personal Data; or (in the absence of such safeguards)

9.2.2 保证（该第三国）已按照适用数据保护法律采取涵盖个人数据传送和处理的适当防护措施，例如，欧盟委员会根据适用数据保护法律采纳的标准数据保护条款；或（在未采取该等防护措施时）

9.2.3 verify whether it is possible to rely on any specific derogation provided for under Applicable Data Protection Laws for the transfer of Personal Data in which case the Personal Data may be transferred to the Third Country only to the extent (i) that such derogation allows for the transfer and Processing of the Personal Data, and (ii) that Fyndiq agrees that such specific derogation may be relied on.

9.2.3 证实在个人数据可能被传送至第三国的情况下，是否有可能依靠适用数据保护法律规定对个人数据传送采取任何具体减损措施，唯一的前提是(i)该等减损措施及个人数据传送和处理；(ii)Fyndiq平台同意可以依靠该等具体减损措施。

9.3 For the avoidance of doubt, Personal Data may not be transferred to or Processed in a Third Country if none of the conditions outlined in Section 9.2 above exists.

9.3 为避免疑义，如果不存在上述第9.2部分概述的任何条件，则不得将个人数据传送至第三国或在第三国处理个人数据。

10. Term and termination

10. 期限和终止

10.1 This Appendix shall be effective as of the date of the Agreement and until further notice. Fyndiq has the right to terminate this Appendix with one (1) month's prior written notice.

10.1 本附件自本协议签订日期起正式生效，截至另行通知。Fyndiq平台有权提前一（1）个月书面通知终止本附件。

10.2 The obligations of this Appendix shall survive the termination of the Agreement and shall continue with full force and effect until You (including any Sub-Processor(s) engaged by You) ceases to Process Personal Data on behalf of Fyndiq.

10.2 本协议终止后，本附件项下义务仍然存续，并在您（包括您聘请的任何分处理者）停止代表Fyndiq平台处理个人数据前保持完全有效。

11. Non-assignment

11. 不可转让

Neither the rights nor the obligations of either Party under this Appendix may be assigned in whole or in part without the prior written consent of the other Party.

未经对方的事先书面同意，不得转让本附件项下任何一方的全部或部分权利或义务。

12. Amendments

12. 变更

Additions and amendments to this Appendix shall be in writing to be valid.

本附件新增和变更内容应采取书面形式方为有效。

13. Applicable law

13. 适用法律

This Appendix shall be governed by Swedish law.

本附件服从瑞典法律管辖。

Appendix A

附件A

Description of the scope, processing and use of Personal Data covered by the Data Processing Agreement

数据处理协议包含的数据范围，处理和使用说明

This appendix is an integral part of Fyndiq's General Terms and Conditions for Merchants, Appendix 3 – Data Processing Agreement.

本附件是“数据处理协议”附件3-Fyndiq平台『商户一般条款和条件』不可分割的组成部分。

Categories of Data Subjects 数据主体类别	Categories of Personal Data 个人数据类别	Purpose of the Processing 处理的目的	Processing Operations 处理操作	Retention of Personal Data 个人数据保留
Fyndiq's customers Fyndiq平台的客户	<p>Contact details (e.g. name, address)详细联系方式（例如，姓名，地址）</p> <p>Purchase details (e.g. product Information)购买详细资料（例如，产品信息）</p> <p>Information about customer service issues (e.g. information about complaints, regrets or missing products)有关客户服务问题信息（例如，投诉，遗憾或漏发产品）。</p>	For the performance of the Services under the Agreement根据本协议履行服务	<p>Fyndiq collects information about Fyndiq's customers when the customer makes a purchase on Fyndiq's Site. 当客户通过Fyndiq平台站点采购产品时，Fyndiq平台搜集客户信息。</p> <p>Fyndiq will share purchase details and contact details with You in order for You to deliver purchased products to Fyndiq's customers. Fyndiq平台将与您共享客户的采购详细资料及详细联系方式，以便您将采购的产品交付给Fyndiq平台客户。</p> <p>If Fyndiq gets a customer</p>	Fyndiq's Integrity Policy applies in relation to the retention of Personal Data processed for this purpose. Fyndiq平台的诚信方针适用于保留为此目的而处理的个人数据。

			<p>service issue linked to the purchase, Fyndiq may also share information about the customer service issue with You in order to handle this.</p> <p>如果Fyndiq平台得到一条与采购相关的客户服务问题，Fyndiq跨境电商平台还可以与您共享有关该客户服务问题的信息，以便您处理该问题。</p>	
<p>Fyndiq's employees Fyndiq跨境电商平台的雇员</p>	<p>Contact details (e.g. name, email address and phone number) 详细联系方式（例如，姓名，电子邮箱地址和电话号码）</p> <p>Other information that may be provided under the Agreement根据本协议可能提供的其它信息。</p>	<p>For the performance of the Services under the Agreement根据本协议履行服务</p>	<p>Fyndiq shares information about our employees with You in order to provide You with support and to communicate with You within the framework of the Agreement.</p> <p>Fyndiq平台与您共享员工信息，以为您提供支持及在本协议框架范围内进行沟通。</p>	<p>Fyndiq's Integrity Policy applies in relation to the retention of Personal Data processed for this purpose. Fyndiq平台的诚信方针适用于保留为此目的而处理的个人数据。</p> <p>If the processing is not governed by Fyndiq's Integrity Policy, the Personal Data processed for this purpose will be retained until the relevant matter has been terminated.</p> <p>如果处理个人数据不受Fyndiq平台的诚信方针支配，则为此目的处理的个人数据将保留至相关事宜结束时为止。</p>

Appendix 4 – Handling of certain common customer service matters

附件4-某些常见客户服务事宜的处理

1. *The most common matters*

1. 最常见的客户服务事宜

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.

某些客户服务事宜十分常见（见项目符号列表），因此，我们选择专门指出双方处理这些事宜。但请记住：本协议一般条款和条件也适用于处理这些事宜。

- *Right of withdrawal*
- 撤回权
- *Returning a product – defective product*
- 退回产品-有缺陷的产品
- *Delay – late delivery or non-delivery*
- 延误-迟交货或不交货
- *Uncollected products*
- 未收取产品

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.

可能出现其它多种类型的事宜，当然，在这种情况下，按照相关法律法规及瑞典国家消费者争议委员会和法院设定的判决先例进行良好的建设性合作同等重要。

In the event that You exceed the applicable thresholds in the MPR (Merchant Performance Report), to an appreciable extent, Fyndiq has the right to repay customers the value of the product(s) they have bought to the extent that they are affected by the issues that caused the thresholds in the MPR to be exceeded to an appreciable extent. Please refer to the relevant guidelines for information about the applicable thresholds, as provided for under <http://wiki.fyndiq.com/information-about-thresholds/>. In addition to the foregoing, Fyndiq may also undertake other measures, for example bulk solve customer service issues for the benefit of the customer, including blocking Your account and pausing planned payments for up to 2 weeks in the event that you violate the Agreement and/or if You exceed the applicable thresholds in the MPR.

如果您越出了MPR（『商户绩效报告』）中规定的适用限值，则当因您越出『商户绩效报告』规定限值而造成的问题导致在一定程度上客户受此影响时，Fyndiq平台有权偿还客户购买的产品价值。请参阅有关指南，以了解适用限值方面的信息，详见<http://wiki.fyndiq.com/information-about-thresholds/>。除前述规定以外，Fyndiq平台还可以采取其它措施，例如，为了保护客户的利益批量

解决客户服务问题，包括当您违反本协议和/或越出『商户绩效报告』规定限值时，关闭您的账户并暂停计划付款2周。

2. *Right of withdrawal*

2. 撤回权

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.

撤回权是消费者的一项合法权利。如果消费者行使撤回权，则Fyndiq平台可以向消费者退还其所购买产品的全部价格，并向您收取退款。如果产品的原包装遗失或损毁，亦适用本条规定。

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.

如果由于消费者为了检查产品的特性或功能而过度使用产品，导致产品价值降低，则Fyndiq平台应与您商议进行适当的价格扣除。

3. *Returning a product – defective product*

3. 退回产品-有缺陷的产品

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

如果消费者投诉（*瑞典语: reklamerar*）某件产品，消费者应始终收到退款。

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

如果您想要对消费者投诉进行评估，则您负责发出回邮标签或回邮信封。

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/>.

您负责承担与退回产品相关的费用，例如，退货运费，并负责运回产品。此项工作规定详见 <http://wiki.fyndiq.com/category/customer-service-merchant-support/>。

4. *Delay – late delivery or non-delivery*

4. 延误-迟交货或不交货

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.

您理解并接受：根据消费者保护法规定，发生迟交货或不交货时，允许消费者寻求各种解决措施，

例如，银行或债权人收取费用的损害赔偿和赔偿金。

5. *Uncollected products*

5. 未收取产品

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.

如果消费者未收取产品，并且产品退回给您，则Fyndiq平台将向消费者收取实际运输成本，前提是您将该情况事先通知Fyndiq平台。

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

但如果消费者通知您其未收到取货通知，并且产品退回给您，您将不会收到任何补偿金。

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

除Fyndiq平台另行通知外，您收到退货产品后，无权在10天内出售该相关产品。

FYNDIQ'S SPECIAL TERMS AND CONDITIONS

FYNDIQ平台的特殊条款和条件

FOR MERCHANTS SUPPLYING GOODS FROM NON-EU MEMBER STATES

从非欧盟成员国供应商品的商户

1. Scope of Application

1. 适用范围

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.

除Fyndiq平台『商户一般条款和条件』之外，这些特殊条款和条件适用并相应补充Fyndiq平台『商户一般条款和条件』。

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.

若这些特殊条款和条件与Fyndiq平台『商户一般条款和条件』之间规定不一致，则优先适用这些特殊条款和条件。

2. Import Duties, VAT etc.

2. 进口税，增值税，等等

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.

双方接受并承认：对于从欧盟增值税或关税区以外地区进口到瑞典的商品，Fyndiq不应担当在海关登记的进口商，无责任向瑞典海关总署提交进口报关单和缴纳关税，无责任按照瑞典增值税申报单中的反向征税计划申报进口增值税。

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.

商户应当担当在海关登记的进口商，有责任向瑞典海关总署提交进口报关单和缴纳关税，或者如果适用的话，根据反向征税计划在瑞典增值税申报单中申报进口增值税。

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.

为避免疑义，商户有责任和义务缴纳主管当局征收的当时适用的增值税和关税。对于因双方不时采用的增值税和关税设置对商户造成的任何后果，Fyndiq平台不承担任何责任。

3. Indemnity

3.1 赔偿

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.

商户应向Fyndiq平台平台提供赔偿并保证其免受主管当局向其征收的由于向瑞典进口商品造成的或与之有关的任何课税，关税或类似税项，并应向Fyndiq平台赔偿因其履行清关工作等行政义务而产生的任何费用。

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