

## 1. SUPPLIER IDENTIFICATION

theveganhut.co.uk is a site operated by (Tminus-AI Ltd).

We are registered in (United Kingdom) under company number (10477829) and with our registered office at (25 Downfield Lodge, Downfield Road, Clifton, Bristol).

Our main trading address is: (same as above).

We are regulated by (English law).

Welcome to TheVeganHut's ("VeganHut", "its", "we", "us", "our") online Marketplace on theveganhut.co.uk (the "Site"). Any person who wants to access the Site to buy or sell goods or services ("items") or to use the other features provided (collectively, the "Service") must accept the terms and conditions of this Participation Agreement without change. BY PRESSING THE "ACCEPT" OR ANY SIMILAR BUTTON DURING REGISTRATION, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD AND AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS PARTICIPATION AGREEMENT. In particular, you acknowledge that you have read and understood the clauses in this Participation Agreement relating to: TheVeganHut 's disclaimer of warranties; limitation of liability; protection and use of your personal data; your consent to the publication of feedback and ratings about your performance on the Site; and the manner in which TheVeganHut may make changes to this Participation Agreement.

This Participation Agreement is divided into three sections:

- A. General Conditions
- B. Conditions relating specifically to Sellers
- C. Conditions relating specifically to Buyers

### A. General Conditions

#### 1. Eligibility and Registration Requirements

**1.1** Use of the Service is limited to parties that can lawfully enter into and form contracts under the laws of England and Wales (for example, minors are not permitted to use the Service).

**1.2** Only visitors to the Site who register and enter into this Participation Agreement ("participants", "buyer", "seller", "you", "your" as the context requires) may participate in buying or selling on the Site using the Service.

**1.3** If you are selling items as a trader in the course of your business, you are required by law to make that fact clear to potential buyers in your listing. You must provide us true and accurate information when registering and must maintain and update that information as applicable. You must not impersonate any person or use a name you are not legally authorised to use. You authorise us to use any information provided to us in registering to verify your information (including any updated information), to obtain credit reports about you from time to time while you are registered (including credit reports about your spouse), and to obtain an initial credit authorisation from your credit card issuer at time of registration. You must be issued with a major credit/debit card that is

accepted on the Site and you must register that card with us, and your application for registration must otherwise be acceptable to TheVeganHut in its own absolute discretion.

**1.4** To register you must provide your real name, address, phone number, e-mail address and a valid credit or debit card acceptable by TheVeganHut. You warrant to TheVeganHut that the information you provide during the registration process (and any notification of change of such information) is true and correct.

**1.5** You are obliged to notify TheVeganHut of any changes to your registration information immediately.

**1.6** TheVeganHut reserves the right to reject any registration and to refuse service to anyone for any reason, in its sole and absolute discretion.

**1.7** If you provide false or incorrect registration information or do not notify TheVeganHut of changes to your registration information immediately, TheVeganHut reserves the right to terminate your account immediately and without notice to you.

**1.8** You are solely responsible for maintaining the security of your password. You may not disclose your password to any third party (other than third parties authorised by you to use your account) and you are solely responsible for any use of or action taken under your password on this Site. If your password is compromised, you must change your password.

**1.9** Unless otherwise indicated, TheVeganHut itself and its affiliates may participate in Fixed Price Sales (as that term is defined in clause A.2.1). When TheVeganHut or its affiliates offer items for Fixed Price Sale, it is no different to any other seller engaged in a transaction and they will abide by the same obligations imposed under this Agreement as any other seller on this Site. In addition, employees of TheVeganHut are permitted to participate in their personal capacity (i.e., not as TheVeganHut, representatives or agents) in the transactions conducted through this Site subject to TheVeganHut's internal employee policy (now or in the future). TheVeganHut employees, representatives or agents, when participating in any transaction using the Service in their personal capacity, are subject to this Participation Agreement (now or in the future).

## **2. Fixed Price Sales**

**2.1** Under the Service, items are offered by sellers for sale at a fixed price ("Fixed Price Sales"). Unless otherwise agreed by us with the seller in advance in writing, the price of any items sold using the Service (including the applicable delivery charge) are displayed inclusive of any customs, import, export, and excise duty, VAT and other taxes which may be applicable and sellers may not charge or seek to charge the buyer, or allow the buyer to be charged, for any customs, import, export, and excise duty, VAT or other taxes which are additional to the price displayed for the item on the Site.

**2.2** For items listed for sale using the Service, sellers may only charge buyers a fixed delivery charge (as per market delivery prices). Delivery charges will be displayed on the respective product description page, if applicable, by the seller.

## **3. International sales**

In listing an item for sale internationally (now or in the future), the seller may also have to comply with laws of the country in which the buyer resides dealing with, among other things, prohibitions on the sale, distribution or offering for sale of specific items.

For each item you list on the Site, you will provide to us the state or country from which the item ships.

#### **4. Prohibited Items**

Any participant may list an item for Fixed Price Sale on the Site subject to this agreement and our policies and Community Rules in the Help Section. The following items must not be listed on the Site by sellers or purchased by buyers (irrespective of whether the item is listed on any of the other participating TheVeganHut sites):

**4.1** Offensive material, including material that incites racial hatred or promotes discrimination based on race, sex, religion, national origin, physical ability, sexual orientation or age;

**4.2** Obscene material including pornographic material (e.g.: material rated R +18, home porn and hardcore material);

**4.3** Living animals or or any animal tested products or services, any meat related or any dairy products, and should strictly adhere to Vegan and ethical produce & materials;

**4.4** Intoxicating liquor and tobacco (except where the seller is properly licensed under applicable law) and home-made alcoholic beverages;

**4.5** Firearms and ammunition;

**4.6** Stolen goods;

**4.7** Advertisements;

**4.8** Items that infringe another party's copyright, patent, trademark, design right, database right, or other intellectual property or other proprietary right (e.g.: pirated software, CDs, videos and DVDs, OEM software and so on). Every product (now or in the future) must adhere to the rules set out in the [Prohibited Content and Listing Rules](#);

**4.9** Illegal or prescription drugs;

**4.10** Items whose sale, distribution or offering for sale is prohibited by any applicable law;

**4.11** Items whose sale is subject to export restrictions certain encryption software and so on);

**4.12** Offensive weapons, poisons and dangerous substances (as defined by the applicable law or laws);

**4.13** any other types of products that in our discretion are to be excluded from listing and/or sale using the Service.

#### **5. Contract fulfilment**

**5.1** TheVeganHut will confirm each order to the seller and the buyer either through email or sms as agreed means. Sellers (**other than the Restaurants/Takeaway service**) unless a different option chosen by the customer directly, must dispatch items sold within two Business Days once the order confirmation is made available to them. If and when TheVeganHut makes functionality available to the seller which allows seller to display a product

availability message on the Site the seller must dispatch items sold in accordance with the product's availability stated on the Site at the time of the order. Sellers must provide a full refund to any buyer who remits payment, if the item cannot be shipped in accordance with this clause A.5.1. Sellers must provide the refund promptly via their TheVeganHut Seller Account in accordance with clause B.6.1, but in no case later than thirty (30) days following the date the order was confirmed or 3 calendar days after the maximum estimated delivery date stated on the Site at the time of the order (as the case may be).

In case of **the Restaurants/Takeaway services**, once the order is received by email or sms, the order needs to be ideally fulfilled as per the pick up time chosen by the customer. If failed there won't be any direct action from TheVeganHut, but there is a chance of customer rating going down for the specific seller, of which TheVeganHut has no control. **The Restaurants/Takeaway services** can choose from the back end (known as Seller Admin Dashboard) of the TheVeganHut, what delivery system is offered – pickup or delivery and the also the pick-up time according to the opening/closing times of the outlet.

**The Restaurants/Takeaway services** need to adhere to the Food and Beverages T&C under the **Prohibited Content and Listing Rules**; to if the guidelines are not kept the customer may cancel the order and/or ask for a refund or a fresh delivery/pick up. In the former case TheVeganHut wont take any responsibility and the money will have to be refunded back to the customer. If the money is still with the TheVeganHut, TheVeganHut will refund it to the customer, but if the money is already transferred to the seller, then the seller is responsible for refunding TheVeganHut of the entire amount minus the seller fees, immediately without any delay, through a card payment to TheVeganHut. Either way the transaction flow has to happen via TheVeganHut online payment system.

In case of a dispute if the bank finds that seller is responsible for the issue, then the seller should immediately refund without any delay, through a card payment to TheVeganHut, the entire amount minus the seller fee, plus the charge back amount, the bank imposes on TheVeganHut. If the bank finds TheVeganHut is responsible for the issue, TheVeganHut will pay the chargeback. But still the seller should refund the entire amount minus the seller fee.

**5.2** If, by law, an agreement for the transfer of any property must be evidenced in writing or in some specific form, then the buyer and seller agree, on the completion of a Fixed Price Sale to complete the transaction in writing and/or in the relevant form (as the case may be).

**5.3** Unless the buyer and seller expressly agree otherwise, the following terms and conditions will apply to the contract between the buyer and seller for the sale of the relevant item:

(a) (Note: Not applicable for the **The Restaurants/Takeaway services unless they have a different account with TheVeganHut for doing other services through the Marketplace.**) All postage, customs, import, export and excise duty, VAT and any other taxes associated with the Fixed Price sale (if applicable) will be paid by the buyer and it is the seller's responsibility to determine, collect and remit the applicable VAT, customs, import, export and excise duties and any other taxes associated with the Fixed Price Sale. Unless otherwise agreed by us in advance in writing, the price of any items sold using the Service must be displayed inclusive of any customs, import, export and excise duty, VAT and any other taxes associated with the Fixed Price Sale, which may be applicable and sellers will not charge or seek to charge the buyer, or allow the buyer to be charged, for any customs, import, export and excise duty, VAT or other taxes which are additional to the price displayed for the item on the Site;

(b) Buyers are required to pay sellers in British Pound in which the Fixed Price Sale is listed;

(c) The sale will be subject to any warranties implied under applicable law; and

(d) The contract between the buyer and seller will be governed by the laws of England (and expressly excluding the United Nations Convention on the Sale of Goods) and the parties irrevocably submit to the non-exclusive jurisdiction of the courts of England and Wales.

## **6. TheVeganHut's Role**

Buyers authorize TheVeganHut to act as their limited representative solely to conclude on their behalf sales contracts directly between them and the sellers for sales of goods via the Service. While TheVeganHut helps facilitate transactions that are carried out using the Service, TheVeganHut is neither the buyer nor the seller of the seller's items. TheVeganHut is not an auctioneer. TheVeganHut provides a venue for sellers and buyers to negotiate and complete transactions in accordance with the provisions of this Participation Agreement. TheVeganHut is not the agent of the seller. Accordingly, the contract formed at the completion of a Fixed Price Sale is solely between buyer and seller. Subject to any assignment under clause B.6.3, the enforcement of any contractual obligations arising out of the completion of a transaction using the Service is the responsibility of the buyer and seller that are party to that transaction. TheVeganHut is not obliged to mediate between buyers and sellers or enforce or execute fulfilment of any contract. Because TheVeganHut wants you to have a safer buying experience, subject to the terms of this Participation Agreement, the seller will resolve any subsequent dispute directly with the buyer. Please check the buyer agreement for further details.

## **Termination**

TheVeganHut may, in its sole and absolute discretion, terminate this Participation Agreement, access to the Site or the Service, or any current Fixed Price Sales immediately without notice if your participation agreement with any of the other TheVeganHut sites is terminated or for any breach of any of the terms of this Participation Agreement. Seller may terminate its participation in the Service at any time by giving notice to TheVeganHut. TheVeganHut may terminate the seller's participation in the Service at any at any time by giving notice to the seller. Upon termination, all rights and obligations of the parties under this Participation Agreement will be extinguished, except that such rights and obligations will remain in effect after such termination to the extent necessary to process any orders placed prior to such termination for items listed by seller using the Service (including, without limitation, any fees incurred under clause B.2 (and any other liabilities incurred under clause B.6).

## **8. TheVeganHut's Reservation of Rights**

**8.1** TheVeganHut retains the right to, if it considers it appropriate: immediately halt any Fixed Price Sale; prevent or restrict access to the Site or the Service; or take any other action to restrict access to or availability of or remove any objectionable material, feedback, ratings, inaccurate listings, inappropriately categorised items, unlawful items or items prohibited for listing on the Site under this Participation Agreement. TheVeganHut reserves the right and has absolute discretion but not an obligation, to remove, screen or edit any content that breaches these provisions or is otherwise objectionable. Without prejudice to generality of the rights in this clause A.8, and to any other rights that TheVeganHut may have in this Participation Agreement, TheVeganHut reserves the right to refuse listings or to immediately remove any listings where TheVeganHut objects to how you identify yourself on the Site (including, but not by way of limitation, your name, branding or marks) and/or if you are otherwise making inappropriate use of your domain name contrary to the requirements set out in clause A.10.4, and/or if you are otherwise in contravention of the requirements set out in clause A.10.4.

**8.2** Each participant, whether or not he or she is currently a buyer or seller, agrees that TheVeganHut shall be entitled to retain for itself the interest, if any, paid on balances in all its bank accounts, notwithstanding that some of that interest may be attributable to the time taken for the exercise of the rights, and the performance of the obligations, under this Participation Agreement.

## **9. Ratings and Feedback**

**9.1** Participants (customers only can do rating as of now, but it may be availed to the sellers to rate the customers in future and this may be applicable in future in that case) may leave feedback ("Feedback") on other participants relating to the other participants' performance in buying or selling items on the Site and using the Service. Further, buyers and sellers only may rate each other's performance in relation to a Fixed Price Sale using a 1-5 star rating system ("Rating"). You acknowledge and accept that your Feedback and Rating will be publicly available for viewing on the Site. TheVeganHut is not responsible for checking or editing the Feedback or Ratings on the Site. YOU CONSENT TO THE PUBLICATION OF, AND AUTHORISE THEVEGANHUT TO PUBLISH, FEEDBACK AND RATINGS EVEN THOUGH SUCH FEEDBACK OR RATINGS MAY BE CRITICAL OR DEFAMATORY OF YOU AND EVEN THOUGH THEVEGANHUT MAY BE AWARE OR OUGHT REASONABLY BE AWARE THAT SUCH FEEDBACK OR RATINGS CAUSED OR CONTRIBUTED TO THE PUBLICATION OF A STATEMENT THAT IS DEFAMATORY OF YOU. YOU RELEASE THEVEGANHUT FROM AND WAIVE ALL RIGHTS AGAINST THEVEGANHUT IN RESPECT OF ANY LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE PUBLICATION OF ANY DEFAMATORY COMMENTS ABOUT YOU IN SUCH FEEDBACK AND RATINGS.

**9.2** When submitting Feedback and Ratings, you must comply with the Feedback Guidelines. You agree to indemnify and hold harmless TheVeganHut and its affiliates (and their respective employees, directors and representatives) against any claim or action brought by a third party, arising out of or in connection with any Feedback or Ratings left by you on the Site.

## **10 Grants of License, Intellectual Property and Linking and Framing**

**10.1** Licenses (a) Your Grant. By entering into this Participation Agreement and listing an item, you grant TheVeganHut and its affiliates a non-exclusive, worldwide, royalty-free, perpetual, irrevocable, right to exercise all copyright, database rights and rights of publicity over the material displayed in your listings or in any other catalogue or product information that you provide to us (excluding any of your logos, trademarks or other similar branding), in any existing or future media, known or unknown, now or at any later date. (b) TheVeganHut's Grant. TheVeganHut grants you limited non-transferrable license to each participant to make personal use only of the Site and the Service in accordance with this Participation Agreement. This license expressly excludes, without limitation: any resale or commercial use of the Site and the Service; modifying, distributing, copying, republishing or making any derivative of the Site or the Service; the collection and use of participant e-mail addresses or other participant information, Ratings, Feedback or listings, or any data extraction or data mining whatsoever.

### **10.2 Intellectual Property Rights**

Subject to the license granted to you under Clause 10.1(b), TheVeganHut reserves all right, title and interest in its and its affiliates' intellectual property rights (including, without limitation, any patents, trademarks, service marks, registered designs, applications for any of the foregoing, copyright, database rights, design rights, know-how, confidential information, trade and business names and any other similar protected rights in any country) in the Site and the Service. Any goodwill accruing out of the use of TheVeganHut's and its affiliates' trade marks, trade and business names and service marks under this Participation Agreement will vest in TheVeganHut and its affiliates, as the case may be.

### **10.3 Linking to the Site and prohibition on Framing**

Despite anything else contained in this Agreement, you must ensure that each link (graphical, text or otherwise) to the Site posted or maintained on any location by you or on your behalf, conveys users directly to the Site, without displaying or performing any other advertisement, promotion or content (whether audio, visual, audio-visual or otherwise). In addition, you must not take any action, or assist, authorise or encourage any third party to take any action, that

would cause the appearance or presentation of the Site as seen by users linking to the Site to be different from that seen by users who access the Site by hand-entering the applicable URL into a generally commercially available browser which has not been customised for a particular person or entity. Without limiting the generality of the foregoing, you must not, at any time, make use of any framing techniques or technologies, interstitial advertisements, pop-up windows or consoles or other similar items or techniques in connection with any link to or on the Site.

#### **10.4 Linking off the Site**

Sellers must not include any links (graphical, text or otherwise) in any Fixed Price Sale listing on the Site, save where such links convey users directly to another location on the Site, without displaying or performing any other advertisements, promotions or content (whether audio, visual, audio-visual or otherwise). Except as approved in advance in writing by TheVeganHut, you will not, and you will cause your affiliates not to, directly or indirectly (e.g.: through a Third Party (as defined below)):

- (a) sell, barter, disclose or transfer to any Third Party (which in this clause 10.4 shall mean any party other than you or your affiliates ("Third Party")), any data acquired by you as a result of any transaction using the Service (whether this is information that pertains to the identity of a user and/or buyer, the order or referral information (here meaning any information disclosing that a buyer purchased a product through the Site, and/or any other personally identifiable information regarding any user and/or buyer), or permit any Third Party to have access to the same;
- (b) send to any user or buyer of the Service any non-electronic direct-mail marketing that promotes or advertises anyone (including you and your affiliates);
- (c) send to any user or buyer of the Service any electronic communication except as necessary to complete any buyer's transaction or to respond to a customer service enquiry made by such buyer concerning such transaction;
- (d) use any domain name (or any part of it) on the Site and/or otherwise in any communications that you have with any user of the Service and/or any buyer (by way of example but not limitation, you should not use "www" ".com", ".co.uk" or similar domain name identifiers);
- (e) include in any communication made or authorised by you with any user of the Service and/or any buyer including, without limitation, in any order (including the packaging of the order and any promotional pieces, invoices and alike sent with it), order confirmation and/or other communication made in connection with the fulfilment of a transaction:
  - (i) any offer from or reference to any Third Party and/or
  - (ii) any link or reference to any website other than the Site (or otherwise seek to direct any person to any website other than the Site), except that you may include in any communication to a buyer links or references (or otherwise direct such buyer to your website solely in connection with your fulfilment of, or as necessary to provide customer service with respect to such applicable purchase);
  - (iii) any reference to domain names;
- (f) target (on any basis via any means) unsolicited communications of any kind to any user of the Service and/or any buyer. You will comply with the Data Protection Act 1998, including, but not limited to, the Seventh Principle.

## **11 Data Protection and Privacy**

**11.1** TheVeganHut uses your personal data in the manner set out in the Privacy Notice and as further described in this Participation Agreement (e.g.: in clauses 5 and 9.1), which is incorporated into this Participation Agreement by reference, in so far as it is applicable to personal data collected or used in connection with the Site and the Service. By using the Service and the Site, you consent to the collection and use of your personal data by TheVeganHut in the manner set out in the Privacy Notice. If we decide to change our Privacy Notice, we will post those changes on the Privacy Notice page so that you are always aware of what information we collect, how we use it and under what circumstances we disclose it. You should check the Privacy Notice frequently for changes. Please note that the information you provide to us in using the Service and the Site will be transferred outside the European Economic Area for the purposes of processing by TheVeganHut and its affiliates and in order to maintain customer accounts for you at other TheVeganHut sites. By using the Service and the Site, you consent to this transfer.

**11.2** Unless otherwise authorised or consented, you agree not to use any information regarding other participants that is accessible from the Site, except to enter into and complete transactions conducted via the Site. You agree not to use any such information for purposes of solicitation, advertising, unsolicited e-mail or spamming, harassment, invasion of privacy or otherwise objectionable conduct.

## **12 No Warranties**

**12.1** Disclaimer of Warranties. THE SITE AND THE SERVICE ARE PROVIDED ON AN "AS IS" BASIS. THEVEGANHUT MAKES NO OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION: (a) THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT; (b) THAT THE SITE OR THE SERVICE WILL MEET YOUR REQUIREMENTS, WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE OR OPERATE WITHOUT ERROR; (c) THE INFORMATION, CONTENT, MATERIALS OR PRODUCTS INCLUDED ON THE SITE WILL BE AS REPRESENTED BY SELLERS, AVAILABLE FOR SALE AT THE TIME OF LISTING, LAWFUL TO SELL, OR THAT SELLERS OR BUYERS WILL PERFORM AS PROMISED. (d) ANY IMPLIED WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OF TRADE; AND (e) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN TORT, WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF THEVEGANHUT. TO THE FULL EXTENT PERMISSIBLE UNDER APPLICABLE LAW, THEVEGANHUT DISCLAIMS ANY AND ALL SUCH WARRANTIES.

**12.2** General Release. BECAUSE THEVEGANHUT IS NEITHER THE BUYER NOR THE SELLER OF THE SELLER'S ITEMS, IF A DISPUTE ARISES BETWEEN ONE OR MORE PARTICIPANTS, EACH OF YOU RELEASE THEVEGANHUT (AND ITS EMPLOYEES, REPRESENTATIVES AND AGENTS) FROM CLAIMS, DEMANDS AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES.

## **13 Limitation of Liability**

**13.1** TO THE FULLEST EXTENT PERMITTED AT LAW, THEVEGANHUT WILL NOT BE LIABLE (WHETHER IN CONTRACT, TORT--INCLUDING NEGLIGENCE, OR UNDER ANY STATUTORY IMPLIED TERM) FOR ANY DAMAGES OF ANY KIND INCLUDING WITHOUT LIMITATION DIRECT,



INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL AND CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF REVENUE OR LOSS OF DATA) ARISING OUT OF OR IN CONNECTION WITH THE PARTICIPATION AGREEMENT, THE SITE, THE SERVICE, THE INABILITY TO USE THE SERVICE OR THOSE RESULTING FROM ANY GOODS OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR FEEDBACK OR RATINGS POSTED TO THE SITE OR TRANSACTIONS ENTERED INTO THROUGH THE SERVICE, WHETHER OR NOT THEVEGANHUT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

**13.2** Despite anything else contained in this Agreement, neither party excludes any liability for death or personal injury to the extent only that it arises as a result of the negligence of that party, its employees, agents or authorised representatives.

#### **14 VAT and other taxes on the sale of goods and/or services by Sellers**

You agree that it is the seller's responsibility to determine whether VAT, customs, import or export duties, excise taxes or other taxes apply to the sale of goods and services to the buyer and to collect, report and remit the correct tax, as applicable, to the appropriate tax authority. You agree that, unless otherwise agreed by us with a seller in advance in writing, the price stated by any seller for any goods or services offered on the Site is inclusive of any VAT, customs, import or export duty, excise tax or other tax that the seller may be required to remit in connection with such sale. You also agree that TheVeganHut is not obliged to determine whether VAT or other taxes apply to any sale of any goods or services by a seller to a buyer on the Site and is not responsible for collecting, remitting or reporting any VAT or other taxes arising from such sale.

### **15 General Provisions**

#### **15.1 Entire Agreement**

This Agreement incorporates by this reference all terms, conditions, policies, guidelines and other information on the Site concerning the Site or the Service, including but not limited to the Privacy Notice and Conditions of Use & Sale and constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes and cancels all prior and contemporaneous agreements, claims, representations and understandings of the parties in connection with the subject matter hereof.

#### **15.2 Third-Party Beneficiary**

TheVeganHut is not your fiduciary or trustee. Nothing expressed or mentioned in or implied from this Agreement is intended or shall be construed to give to any person other than the parties hereto any legal or equitable right, remedy or claim under or in respect to this Agreement. This Agreement and all of the representations, warranties, covenants, conditions and provisions hereof are intended to be and are for the sole and exclusive benefit of TheVeganHut and its affiliates, you, and relying buyers or sellers.

#### **15.3 Severability**

If any provision of this Agreement shall be deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these terms and conditions and shall not affect the validity and enforceability of any remaining provisions.

#### **15.4 No Waiver**

TheVeganHut's failure to enforce the strict performance of any provision of this Agreement will not constitute a waiver of TheVeganHut's right to subsequently enforce such provision or any other provisions of this Agreement.

### **15.5 Variations**

This Participation Agreement may only be amended or modified in writing (which may be represented electronically) and only in the manner set out in the remainder of this clause. TheVeganHut reserves the right to change any of the terms and conditions contained in this Agreement or any policies or guidelines governing the Site or Service, at any time and in its sole and absolute discretion. Any changes will be effective upon posting of the revisions on the Site. All notice of changes to this Agreement will be posted on the Site for thirty (30) days. You are responsible for reviewing the notice and any applicable changes. Changes to referenced policies and guidelines may be posted without notice to you. YOUR CONTINUED USE OF THIS SITE AND THE SERVICE FOLLOWING THEVEGANHUT'S POSTING OF ANY CHANGES WILL CONSTITUTE YOUR ACCEPTANCE OF SUCH CHANGES OR MODIFICATIONS. IF YOU DO NOT AGREE TO ANY CHANGES TO THIS AGREEMENT, THEN YOUR ONLY REMEDY IS TO CEASE USE OF THE SERVICE OR THIS SITE.

### **15.6 Notices**

Notices can be sent to you at the e-mail address you provided to TheVeganHut or posted on the Site. You may send notices to TheVeganHut as follows:

TheVeganHut,

25 Downfield Lodge, Downfield Road, Clifton, Bristol

Attn. Director

### **15.7 GOVERNING LAW AND JURISDICTION**

These Website Terms shall be governed by and construed in accordance with English law. Disputes or claims arising in connection with these Website Terms (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English courts.

## **B. Conditions relating specifically to Sellers**

T&C for the sellers and the customer T&C are complement of each other. So if anything mentioned in the Customer T&C with regard to the seller or as a generic for the Website, those will be applicable to the seller as well.

### **1. Seller's Obligations with respect to Listing Items**

**1.1 Sellers Warranties.** By listing an item in a Fixed Price Sale:

1.1.1 you represent a warrant to prospective buyers that: (a) you are the true owner of the item or are properly authorised to sell the item by the true owner and are able to transfer good title to the item free from any third party claims, liens or encumbrances; and (b) the listing is accurate, current and complete and is not misleading or otherwise deceptive;

1.1.2 Unless we have agreed with you in advance and in writing to the contrary, you represent and warrant to TheVeganHut that: if you are a business, you are duly organized, validly existing and in good standing under the laws of the state or country in which your business is registered. In any event, you represent and warrant to TheVeganHut that: (a) the item is not one that would fall within any of the prohibited items described in clause A.4. and (b) the item

is safe and bears any marking and labelling required under applicable law e.g. a "CE" mark.

**1.1.3 Customer Service and Other Non-Price Terms.** You will ensure that the customer service you provide and each other non-price term on which you offer or sell an item on or through the Site are at least as favorable to customers as the most favorable customer service and other corresponding terms offered by you or your affiliates for that item on or through any Sales channels and other means (other than physical stores) through which you or your affiliates offer or sell products, including without limitation online channels, mobile device applications, catalogues, third party platforms or marketplaces, and other electronically-enabled channels ("Non-Physical Sales Channel").

**1.1.4 Returns and Refunds.** For all of your products that are not fulfilled using the Fulfillment by TheVeganHut service, you will accept and process returns, refunds and adjustments in accordance with this Participation Agreement and the TheVeganHut return policies published on the Site at the time of the applicable order, and we may inform customers that these policies apply to your products. You will determine and calculate the amount of all refunds and adjustments (including any taxes, shipping and handling or other charges) or other amounts to be paid by you to Buyers in connection with Marketplace purchases, using functionality we enable for your account, and will route all such payments through TheVeganHut. We will provide any such payments to the Buyers (which may be in the same payment form originally used to purchase your product), and you will reimburse us for all amounts so paid. We may offset such payments against any amounts to be remitted or paid by TheVeganHut to Seller under this Agreement or seek reimbursement from you via any of the means authorized in this Participation Agreement. For all of your products that are fulfilled using the Fulfillment by TheVeganHut service, the TheVeganHut return policies published on the Site at the time of the applicable order will apply and you will comply with them. You will promptly provide refunds and adjustments that you are obligated to provide under the applicable TheVeganHut return policies and as required by law, and in no case later than thirty (30) days after the obligation arises.

**1.1.5 Content and Other Information.** You will ensure that all content and other information you provide to us regarding each item you offer or sell on or through the Site are of at least the same quality, completeness, and accuracy as the highest quality and most complete and accurate content and other information displayed or used by you or your affiliates for that item on any Non-Physical Sales Channel.

## **1.2 Compliance with Applicable Law**

You further warrant that the sale or distribution of the item is not in breach of applicable law (including, where items are sold internationally, the law of the destination country). This responsibility includes, but is not limited to, ensuring that (a) any items sold are safe, (b) any items sold bear a "CE" or any other mark where required by applicable law, (c) any items sold are appropriately packaged and labelled as required by applicable law, (d) any items sold otherwise comply with all applicable law regarding their sale. You will audit the products that you sell on a regular basis (at least monthly) to ensure on-going compliance with this obligation. You will also advise the buyer of any age or other restrictions that apply to the sale of any products that you sell. TheVeganHut makes no representations that items not appearing on the prohibited items list in clause A.4. or in applicable guidelines contained in the Help Section may be sold or distributed or offered for sale under applicable law.

## **2. Seller's Fees**

**2.1** By listing an item on the Site for Fixed Price Sale, you agree to pay the fees set out in the [Fee Schedule](#) contained in the Help section for Marketplace, which is incorporated into this Agreement by reference. We may, in our sole and absolute discretion, waive, reduce, or reverse charges or fees for a specific transaction.

**2.2** All fees listed in the Fee Schedule are in Great Britain Pounds Sterling, and are exclusive of VAT, unless stated otherwise. The Fee Schedule may vary in the future. The Fee Schedule in effect at the time of the order processing regarding the relevant item will govern the transaction. You should check the fees

and terms each time you participate in a Fixed Price Sale. All fees are payable upon demand (except for seller subscription fees which are due periodically without demand as set out in the Fee Schedule). By listing an item for Fixed Price Sale on the Site, you authorise TheVeganHut to charge your credit /debit card or, where applicable, to debit your TheVeganHut Seller Account, for all and any amounts due in the manner and at the times set out in the Fee Schedule.

**2.3** A separate VAT won't be charged on the seller subscription fees and TheVeganHut is responsible for the VAT towards any seller fees that is agreed between the respective seller and TheVeganHut.

**2.4** The seller subscription fee won't be refunded in part or full, if the seller leaves before 1 year of the contract, in the first year of the participation agreement. From second year, it will be pro-rata refunding. We may, in our sole and absolute discretion, increase, waive, reduce the seller subscription fees at the start of a new year.

### **3. Prohibited Acts, Security Measures**

**3.1** Sellers must:

- (a) sell all items on his or her own account and must not represent that he or she is selling on behalf of any third party; and
- (b) not use the Service or the Site in the contravention of any applicable law nor permit or assist others to do so.

**3.2** As a security measure, we may, but are not required to, impose transaction limits on some or all buyers and sellers relating to the value of any transaction, disbursement or adjustment, the cumulative value of all transactions, disbursement or adjustment, during a period of time, or the number of transactions per day or other period of time.

### **4. Order information**

Each sale of an item agreed via the Site is recorded in the relevant seller's TheVeganHut Seller Account using our standard procedures. The seller may access the Seller's Transactions feature in the TheVeganHut Seller Account only with a browser that is compatible with the Service, including any security features that are a part of the Service. Seller waives any right it may have to assert a claim against TheVeganHut with respect to the Site and the Service when dispatching an item to an address other than the address provided in respect of that item in the TheVeganHut Seller Account.

### **5. Procedures and Guidelines**

You agree to abide by the procedures and guidelines, contained in the Help section, for conducting Fixed Price Sales, which are incorporated by reference into, and made part of, this Participation Agreement. The procedures and guidelines contained in the Help section explain the processes and set out acceptable conduct and prohibited practices. We may change these procedures and guidelines in the future in accordance with clause 5.1. You should refer regularly to the Help section to understand the current procedures and guidelines for participating and to be sure that the items you offer for sale can be sold on the Site. For each item you list on the Site, you will provide to us the state or country from which the item ships (Note: Not applicable for the **The Restaurants/Takeaway services**). You will provide to us (using the processes and timing that we designate) any requested information regarding shipment, tracking (to the extent available) and order status, and we may make any of this information publicly available. You will not send customers emails concerning

shipping confirmation of products you sell (except that to the extent we have not yet enabled functionality for your account that allows payment to be processed on the basis of when shipment occurs, then you will send customers emails confirming shipment of products you sell in a format and manner reasonably acceptable to us). Promptly after shipment of a customer's order (or any portion of the customer's order), you will accurately inform us that the order has been shipped (and, in the case of a customer order that is shipped in more than one shipment, accurately inform us which portion of the order has been shipped), using our standard functionality for communicating such information when we make that functionality available to you ("Confirmation of Shipment"). If you fail to provide Confirmation of Shipment within the time frame specified by us (e.g., 30 days after the date an order was placed), we may in our sole discretion cancel (and/or direct you to stop and/or cancel) any such transaction, and you will stop and/or cancel any such transaction upon such request by us. You will comply with any instructions from the manufacturer, distributor and/or licensor of a product regarding street date for delivery (which means the date, if any, specified by the manufacturer, distributor and/or licensor of a product as the date before which such product should not be delivered or otherwise made available to customers) or the street date for disclosure (which means the date, if any, specified by the manufacturer, distributor and/or licensor of a product as the date before which specified information regarding such product (e.g., title of a book) should not be disclosed publicly, now or in the future).

## **6. Payment, refunds, adjustments and seller's reserve**

**6.1** A buyer must pay via the Pay Pal Service for an item purchased via the Site with any major credit or debit card accepted on the Site. Sellers shall not invoice buyers off the Site, and all seller-initiated refunds or adjustments for purchases made via the Site must be initiated by the Sellers via their TheVeganHut Seller Account, using functionality we enable for your Seller Account. This functionality may be modified or discontinued by us at any time without notice and is subject to the limitations in the [Help section](#) and the terms of this Participation Agreement.

We will provide such refunds or adjustments to the buyer (which may be in the same payment form originally used to purchase your product via the Site and every refunds or adjustments go through the TheVeganHut account to the customers.) and you will reimburse us for all amounts so paid.

**6.2** The amount due and payable to each seller under this Participation Agreement at any time shall be the total amount paid by buyers for the seller's items since the seller last received payment via the TheVeganHut for the seller's items ordered on the Site, less (i) any fees due to TheVeganHut under clause B.2, (ii) any refunds, adjustments, or other amounts paid to buyers under clause B.6.1, (iii) any refunds due to buyers under clause B.6.3, (iii) any other amounts owed by Seller to TheVeganHut, and (v) any further amount maintained by the seller as a Reserve under clause B.6.4. The amount due shall be paid in accordance with clause B.6.4 to the seller's designated bank account with a bank located in the UK or any other country shown as supported by our standard functionality (which may be modified or discontinued by us at any time without notice) ("Seller's Bank Account") on a Business Day when the automated clearing houses are open for business (Monday through Friday, excluding bank holidays in the United Kingdom). On occasion, payment may be by paper cheque sent to the seller's postal address, for instance, if the seller's bank will not accept an electronic transfer to the Seller's Bank Account.

**6.3** A payment made by a buyer in respect of a particular item will not be due or payable to a seller (or if paid, shall be reimbursed by the seller to us), and we will not be liable to the seller if:

(a) we, in our sole and absolute discretion, (i) determine that the seller cannot promptly deliver the item under clause A.5.1 or the seller has otherwise breached the provisions of this Participation Agreement and we initiate a refund to the buyer, (ii) do not permit a transaction or disbursement to proceed where any limit established by us for a security reason would be exceeded, or (iii) permit a buyer to withdraw from a transaction because the Service is unavailable following the commencement of a transaction;

- (b) we discover the payment is erroneous or relates to a duplicate transaction,
- (c) the payment is the subject of a chargeback from the buyer's credit card issuer or bank.

Where reimbursement by the seller is required under this clause 6, without notice to the seller we may obtain such reimbursement by (i) deducting the amount from the seller's Reserve in clause B.6.4 or any future payments that would otherwise have been owed to the seller, (ii) reversing any transfer to the Seller's Bank Account, (iii) charging the seller's credit card, or (iv) seeking such reimbursement from the seller by any other lawful means.

In the event that we elect not to recover from the seller a buyer's chargeback, failed payment, or other payment reversal (a "Payment Failure"), we will assume the debt associated with the Payment Failure and the seller irrevocably assigns to TheVeganHut all rights, title and interest that the seller has in and associated with that debt.

6.4 In order to secure the seller's performance of the potential refund and reimbursement obligations under clause B.6, the seller agrees to maintain at all times a pending payment amount equal to the sum of the immediately preceding 15 days of sales activity and any pending deductions under clause B.6 (a "Reserve"). TheVeganHut may require a higher Reserve, or allow a lower Reserve, as it may determine in its sole and absolute discretion having regard to the rate of chargebacks, refunds, adjustments or other indicators of performance problems related to the seller's use of the Service, or as may be imposed by any payments processor. In order to help maintain the Reserve, payments may be made to the Seller's Bank Account on a rolling 15-day cycle ("Payment Date"), based on the original date of the seller's registration, or on the next Business Day if the scheduled Payment Date falls on a non-Business Day. If the seller requests a change to the scheduled Payment Date, the 15-day cycle will be reset to the requested Payment Date. When the seller initially provides or later changes his or her Seller's Bank Account information, the seller must wait 15 days to request a transfer to that Seller's Bank Account within the 15-day cycle. Subject to the foregoing, after an initial 15 days of sales activity, the seller may request transfers to the Seller's Bank Account at any time within the 15-day cycle.

**6.5** We will bear the risk of credit card fraud (i.e. fraudulent purchase arising from the theft and unauthorized use of a third party's credit card information) occurring in connection with a buyer's authorized credit card payment, and Seller will bear all other risk of fraud or loss; provided, that we will not bear the risk of credit card fraud in connection with any of Seller's products (except those products, if any, that are fulfilled using the Fulfilment by TheVeganHut service) that are not fulfilled strictly in accordance with the order information and shipping information that we provide you.

**7.** Notwithstanding the provisions of clause B.6.4, if we reasonably conclude, based on information available to us, that seller's actions and/or performance in connection with the Service may result in disputes, chargebacks or other claims, then we may in our sole and absolute discretion delay initiating any remittances and withhold any payments to be made or that are otherwise due to seller in connection with the Service or this Agreement for the shorter of: (a) a period of 90 days following the initial date of suspension; or (b) completion of any investigation(s) regarding any seller actions and/or performance in connection with this Agreement.

**8.** All notices will be sent by e-mail or will be posted on the Site. We will send notices to the seller at the e-mail address maintained in TheVeganHut's records for the seller. The seller will monitor his or her e-mail messages frequently to ensure awareness of any notices sent by us. The seller will send notices to us at our current e-mail address published on our Site. E-mail notices are deemed written notices for all purposes for which written notices may be required. E-mail notices are deemed received the Business Day after transmission if properly addressed to the intended recipient. If not sent by e-mail, notice to be sent from within the UK may be provided in writing and mailed with Royal Mail, postage paid, First Class mail properly addressed or personally delivered by express courier such as DHL. Notices to be sent from outside the UK may be sent by a carrier and method equivalent to Royal Mail First Class mail. Mail is properly addressed if sent by us to the address maintained in our records for the seller. First Class mail is properly addressed if sent by the seller to the current address published by us on our Site. Mail is deemed received three Business Days after it is deposited with Royal Mail. A notice sent by express

courier is deemed received when personally delivered to the intended recipient or to a person with apparent authority to receive such delivery on behalf of the intended recipient.