

JOBALOTS – SELLER AGREEMENT

Version – January 2025

CONTRACT DETAILS

This Contract applies between Jobalots and the Seller.

Jobalots:	JLI Trading Limited (trading as Jobalots) incorporated and registered in England and Wales with company number 08031626
Jobalots address:	Unit 11-13 Thomas Court London Road Industrial Estate, Pembroke Dock, Pembrokeshire, Wales, SA72 4RZ
Commencement Date:	the date a Seller signs up for the Jobalots Marketplace.
Fees:	<p>Commission payment: 20% of the total transaction value paid by the customer to Jobalots for the Goods and Shipping (net of VAT).</p> <p>Administration Fee: £25 / €25 a month (only applicable on those months where there are active auctions).</p> <p>Reserve Price Fee: We charge 1% of any reserve set (this is charged on all sold and unsold auctions).</p> <p>Listing Fee: The first 100 auctions are free (reset monthly). Subsequent auctions are charged at £0.25 / €0.25 per listing.</p> <p>All fees are exclusive of VAT.</p>
Delivery:	The Goods shall be delivered by the Seller to the customer's address (as specified in the Order) in accordance with clause 7.

1. This Contract is made up of the following:

- (a) The Contract Details.
- (b) The Conditions.

2. If there is any conflict or ambiguity between the terms of the documents listed in this paragraph 1, a term contained in a document higher in the list shall have priority over one contained in a document lower in the list.

CONDITIONS

1. Interpretation

1.1 Definitions

Business Day: a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Commencement Date: the date the Contract commences, as set out in the Contract Details.

Conditions: these terms and conditions are set out in clause 1 to clause 17 (inclusive).

Confidential information: means all confidential information (however recorded or preserved) disclosed by a party or its Representatives to the other party and that party's Representatives whether before or after the date of the Contract, including but not limited to:

- (a) the existence and terms of this Contract or any agreement entered into in connection with this Contract;
- (b) any information that would be regarded as confidential by a reasonable business person relating to:
 - (i) the business, assets, affairs, customers, clients, suppliers, plans, intentions, or market opportunities of the disclosing party; and
 - (ii) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party.

Contract: the contract between the Seller and Jobalots permitting access and use of the Website by the Seller to sell the Goods in accordance with the Contract Details and these Conditions.

Delivery Date: the estimated date specified for delivery of an Order on the Website.

Delivery Location: the address for delivery of the Goods, as specified by the customer when placing the Order.

Feedback: reviews collected for each seller.

Force Majeure Event: events, circumstances or causes beyond a party's reasonable control.

Fulfillment Date: the date on which the Order has been dispatched and tracking information has been provided to the Customer.

Goods: the goods (or any part of them) advertised on the Website by the Seller to be sold by the Seller in accordance with this Contract from time to time.

Heightened Cybersecurity Requirements: any laws, regulations, codes, guidance from regulatory and advisory bodies (whether mandatory or not), international and national standards, and sanctions, which are applicable relating to security of network and information systems and security breach and incident reporting requirements, which may include the Cybersecurity Directive ((EU) 2016/1148), Commission Implementing Regulation ((EU) 2018/151), the Network and Information systems Regulations 2018 (SI 506/2018), all as amended or updated from time to time.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Materials: the content (including without limitation text and pictures) provided by the Seller from time to time for incorporation in the Website.

Net Price: in relation to any Goods, the price actually charged to the customer less any VAT or other sales tax thereon included in the price (if applicable) and less the delivery charges.

Order: a successful bid for the Goods submitted by a customer via the Website.

Refund: when Jobalots or the Seller returns in part or in full some of the total order value to the Customer.

Representatives: in relation to a party, its employees, officers, representatives, contractors, subcontractors and advisers.

RRP: the recommended retail price of the Goods.

VAT: value added tax or any equivalent tax chargeable in the UK.

Vulnerabilities: a weakness in the computational logic (for example, code) found in software and hardware components that when exploited, results in a negative impact to confidentiality, integrity, or availability, and the term **Vulnerabilities** shall be interpreted accordingly.

Website: <https://jobalots.com/> or other such website domain owned by Jobalots as Jobalots shall notify to the Seller from time to time.

1.2 Interpretation:

- (a) A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.
- (b) Any phrase introduced by the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- (c) A reference to **writing** or **written** includes emails, unless otherwise expressly stated herein.

2. Commencement and term

This Contract shall commence on the Commencement Date and shall continue until it is terminated in accordance with the terms of this Contract.

3. Services provided by Jobalots

3.1 From the Commencement Date, Jobalots shall provide the Seller with access to and use of the Website by the Seller or its employees to auction the Goods for sale to customers, subject to the terms of this Contract.

3.2 Jobalots shall:

- (a) provide the Seller with a log in page to access the Website;
- (b) grant the Seller a non-exclusive, revocable licence for the term of the Contract to use the Website.

3.3 Without prejudice to clause 3.1 **Error! Reference source not found.**, when the Seller wants to use the Website to auction the Goods, it shall upload the following information to the Website:

- (a) a clear and accurate description of the Goods;
- (b) a complete manifest for lots including multiple items. No unmanifested lots may be listed for sale;
- (c) a statement confirming whether any restrictive channels apply to the customer and what they are;

- (d) ensure that all Customer Returns stock has been accurately graded from A-C. Sellers are prohibited from listing RAW, unchecked or untested Goods for sale. Grade descriptions are as follows:
 - I. Grade A - Like new condition with original packaging in full working order.
 - II. Grade B - Light wear and tear, and may not be contained in original packaging. Item tested and working.
 - III. Grade C - Products may show signs of use, alternative/no packaging, and could have parts or accessories missing. The product has been checked and is in a usable working condition.
- (e) Stock grading is required to be displayed in the Manifest Description section of the Seller Panel.
- (f) at least one photograph of the Goods (which may include a stock image);
- (g) ensure that expiry dates are included for all perishable items; and
- (h) a starting and reserve price for the Goods (if applicable).

3.4 In the event that a Seller breaches the terms set out in clause 3.3:

- (a) the Goods will be disabled in the first instance;
- (b) any live auction may be cancelled;
- (c) if the Goods have already been sold, any customer complaint will automatically find in the Buyer's favour.

3.5 Once an auction is made live, the Seller cannot withdraw or cancel the auction. Jobalots reserve the right to remove a listing from the Website at its absolute discretion.

3.6 Jobalots retains absolute discretion for updating, amending or authorising when and how Goods may be auctioned, however, the Seller may determine:

- (a) when and at what time the Goods will be uploaded onto the Website for auctioning; and
- (b) the duration of the auction for the Goods (i.e. when the auction for the Goods will start and when it will end).

3.7 In the event that any visitors to the Website raise questions about the Goods during the auction, Jobalots will control and respond to such questions. The Seller agrees to provide Jobalots with any required information to assist in answering such questions upon request.

- 3.8 The Seller must satisfy themselves that the listing particulars are correct and do not contain any errors. Jobalots will not be liable for the sale of any incorrect goods unintentionally included in an auction or at an incorrect sale price as a result of the mistake or negligent act or omission of the Seller.
- 3.9 In the event that the Goods do not sell following the conclusion of an auction on the Website:
- (a) where a starting reserve price for the Goods has not been specified by the Seller, the Seller may automatically relist the Goods for sale in another auction.
 - (b) where a starting reserve price for the Goods has been specified by the Seller, the Seller shall use reasonable endeavours to reduce the reserve price. In the event that a reduction is not agreed after two unsuccessful auctions, then the Goods shall not be relisted.

4. Seller's obligations

- 4.1 The Seller shall:
- (a) act conscientiously and in good faith towards Jobalots and not allow its interests to conflict with the duties that it owes to Jobalots under this Contract and the general law;
 - (b) comply with all instructions of Jobalots from time to time concerning the use of the Website and the marketing and sale of the Goods on the Website, and generally to perform its obligations in the best interests of Jobalots;
 - (c) respond to queries raised by Jobalots or Customers within one working day;
 - (d) find a resolution to any dispute raised by a Customer within 2 working days;
 - (e) act in accordance with sound commercial principles in its relations with customers and potential customers and to do nothing which Jobalots considers could be prejudicial to its goodwill or commercial interests;
 - (f) comply with all applicable laws, statutes, regulations and codes from time to time in force, and with any conditions binding on it in any applicable licences, registrations, permits and approvals;
 - (g) comply with all applicable laws, enactments, orders, regulations and other instruments relating to the packing, packaging, marking, storage, handling, and delivery of the Goods;
 - (h) be responsible for obtaining any necessary import licences or permits necessary for the entry of the Goods into the United Kingdom. The Seller shall be responsible for any customs duties, clearance charges, taxes, brokers' fees and other amounts payable in connection with the importation and delivery of the Goods. Jobalots reserves the right to

remove the Seller's content from the Website, cancel an auction or rescind a sale if there is a potential breach of import control regulations;

- (i) keep all stocks of the Goods which it holds in conditions appropriate for their storage, and provide appropriate security for the Goods, all at its own cost;
- (j) insure at its own cost with a reputable insurance company all stocks of the Goods as are held by it against all risks which would normally be insured against by a prudent businessperson to at least their full replacement value;
- (k) notify Jobalots as soon as it becomes aware of any unauthorised use of the Website by any person;
- (l) permit Jobalots to inspect and have access to any premises (and to the computer equipment located there) at or on which the Website is being used, and have access to any records kept in connection with the licence granted under this Contract, for the purposes of ensuring that the Seller is complying with the terms of this Contract, provided that Jobalots provides reasonable advance notice to the Seller of such inspections, which shall take place at reasonable times.

4.2 In the event that the Seller sells Goods in an auction on the Website, the Seller is under an obligation to fulfil the Order to which the Goods relate and supply the Goods to Jobalots (or its appointed representative) in a timely manner and by the time specified by Jobalots (provided always that payment is received by Jobalots from the customer for such Goods).

- (a) Cancellation of an Order is prohibited and will result in Jobalots retaining all fees earned from the Order and the Seller receiving a final warning before their use of the Website is denied, at Jobalots absolute discretion.
- (b) If a Seller fails to fulfil the order within 7 days or provides false or inaccurate information, the order will be cancelled. This will result in:
 - (i) The buyer being refunded in full;
 - (ii) Jobalots retaining all fees in full; and
 - (iii) Jobalots may claim damages for any other costs, expenses or losses resulting from the Seller's failure to deliver the Order on the Delivery Date.
- (c) If the Seller's Cancellation rate rises to or above 2% then, without limiting any other right or remedy Jobalots may have, Jobalots may:
 - (i) terminate this Contract with immediate effect;

- (ii) cancel any outstanding Order (and not pay to the Seller any sums relating to the Order);
- (iii) claim damages for any other costs, expenses or losses resulting from the Seller's failure to deliver the Order on the Delivery Date.

4.3 The Seller is responsible for maintaining good feedback from Customers relating to their Orders. If the average rate drops below 3.8, then Jobalots may terminate this contract with immediate effect, as per clause 15.

5. Website Use

5.1 The Seller shall not use the Website:

- (a) in any way that breaches any applicable local, national or international law or regulation;
- (b) in any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect;
- (c) for the purpose of harming or attempting to harm minors in any way;
- (d) to bully, insult, intimidate or humiliate any person;
- (e) to send, knowingly receive, upload, download, use or re-use any material which does not comply with the content standards as set out in this Contract;
- (f) to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam);
- (g) to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware;
- (h) to upload terrorist content;
- (i) in any way other than as set out in this Contract without the prior written consent of Jobalots, and the Seller acknowledges that additional fees may be payable on any change of use approved by Jobalots.

5.2 The Seller shall not:

- (a) advertise the Goods at a price exceeding the RRP of those Goods;
- (b) permit any third party, to copy, adapt, reverse engineer, decompile, disassemble, modify, adapt or make error corrections to the Website in whole or in part;

- (c) use any such information provided by Jobalots or obtained by the Seller during its use of the Website to create any software or website whose expression is substantially similar to that of the Website nor use such information in any manner which would be restricted by any copyright subsisting in it;
- (d) sub-license, assign or novate the benefit or burden of the licence granted under clause 3.2(b) in whole or in part without Jobalots' prior written consent;
- (e) allow the Website to become the subject of any charge, lien or encumbrance;
- (f) disclose its user identification code, password or any other piece of information as part of Jobalots' security procedures to any third party. If the Seller suspects that anyone other than the Seller knows its user identification code or password, the Seller must immediately notify Jobalots;
- (g) use any part of the content on the Website for commercial purposes without obtaining a licence to do so from Jobalots or its licensors;
- (h) conduct, facilitate, authorise or permit any text or data mining or web scraping in relation to the Website or any services provided via, or in relation to, the Website. This includes using (or permitting, authorising or attempting the use of):
 - (i) any "robot", "bot", "spider", "scraper" or other automated device, program, tool, algorithm, code, process or methodology to access, obtain, copy, monitor or republish any portion of the Website or any data, content, information or services accessed via the same;
 - (ii) any automated analytical technique aimed at analysing text and data in digital form to generate information which includes but is not limited to patterns, trends and correlations;
- (i) reproduce, duplicate, copy or re-sell any part of the Website in contravention of the provisions of this Contract;
- (j) access without authority, interfere with, damage or disrupt:
 - (i) any part of the Website;
 - (ii) any equipment or network on which the Website is stored;
 - (iii) any software used in the provision of the Website; or
 - (iv) any equipment or network or software owned or used by any third party.

5.3 The following content standards apply to the Materials which the Seller contributes to the Website (**Contribution**), and to any interactive services associated with it:

- (a) A Contribution must:
- (i) be accurate;
 - (ii) be genuinely held (where it states opinions); and
 - (iii) comply with the law applicable in England and Wales and in any country from which it is posted.
- (b) A Contribution must not:
- (i) be defamatory of any person;
 - (ii) be obscene, offensive, hateful or inflammatory;
 - (iii) bully, insult, intimidate or humiliate;
 - (iv) promote sexually explicit material;
 - (v) include child sexual abuse material;
 - (vi) promote violence;
 - (vii) promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
 - (viii) infringe any copyright, database right or trade mark of any other person or company;
 - (ix) be likely to deceive any person;
 - (x) breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
 - (xi) promote any illegal content or activity;
 - (xii) be in contempt of court;
 - (xiii) be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety;
 - (xiv) be likely to harass, upset, embarrass, alarm or annoy any other person;
 - (xv) impersonate any person or misrepresent the Seller's affiliation with any person;
 - (xvi) advocate, promote, incite any party to commit, or assist any unlawful or criminal act such as (by way of example only) copyright infringement or computer misuse;
 - (xvii) contain a statement which the Seller knows or believes, or has reasonable grounds for believing, that members of the public to whom the statement is, or

is to be, published are likely to understand as a direct or indirect encouragement or other inducement to the commission, preparation or instigation of acts of terrorism; and

(xviii) contain any advertising or promote any services or web links to other sites.

5.4 For the avoidance of doubt, for any Contribution in the form of video content:

- (a) the Seller must immediately inform Jobalots, if it uploads a video containing any of the following: criminal material (relating to terrorism, sexual exploitation of children, child pornography, racism and xenophobia), unclassified or unclassifiable videos, videos rated R18 or suitable for R18 rating and other material that might impair the physical, mental or moral development of persons under the age of 18;
- (b) the Seller must not upload a video containing harmful material;
- (c) the Seller must not upload a video containing advertising for any of the following:
 - (i) cigarettes and other tobacco products, electronic cigarettes or electronic cigarette refill containers, and prescription-only medicine; or
 - (ii) for alcoholic drinks that are not aimed specifically at under 18s and do not encourage immoderate consumption of alcohol.

5.5 Jobalots will determine, in its discretion, whether a Contribution breaches the content standards set out in clause 5.3 and 5.4 above. Where Jobalots is of the opinion that such standards have been breached it may do one or more of the following with immediate effect:

- (a) terminate this Contract;
- (b) withdraw the Seller's right to use the Website either temporarily or permanently;
- (c) remove any Contribution uploaded by the Seller to the Website;
- (d) issue legal proceedings against the Seller for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.

5.6 The Website is directed to people residing in the United Kingdom and Jobalots does not represent that content available on or through the Website is appropriate for use or available in other locations.

5.7 Any content the Seller uploads to the Website will be considered non-confidential and non-proprietary. The Seller retains all ownership rights in its content, but the Seller is, in accordance

with clause 5.9, required to grant Jobalots and other users of the Website a limited licence to use, store and copy that content and to distribute and make it available to third parties.

5.8 Jobalots has the right to disclose the Seller's identity to any third party who is claiming that any content posted or uploaded by the Seller to the Website constitutes a violation of their Intellectual Property Rights, or of their right to privacy.

5.9 The Seller grants Jobalots the following rights to use the content uploaded to the Website:

- (a) a worldwide, non-exclusive, royalty-free, transferable licence to use, reproduce, distribute, prepare derivative works of, display, and perform that user-generated content in connection with the service provided by the Website and across different media including to promote the Website or the service forever;
- (b) a worldwide, non-exclusive, royalty-free, transferable licence for other users, partners or advertisers to use the content in accordance with the functionality of the Website forever.

5.10 The Seller may link to its Contribution on the Website provided that:

- (i) it does so in a way that is fair and legal and does not damage Jobalots' reputation or take advantage of it;
- (ii) it does not establish a link in such a way as to suggest any form of association, approval or endorsement on Jobalots' part where none exists;
- (iii) it does not establish a link to the Website on any website that is not owned by the Seller;
- (iv) the Website must not be framed on any other site, nor may the Seller create a link to any part of the Website other than its Contribution;

Jobalots reserve the right to withdraw linking permission without notice.

6. Exclusivity

The Seller acknowledges and agrees that once the Goods are approved by Jobalots in accordance with clause **Error! Reference source not found.**, the Seller shall not be permitted to sell, or advertise to be sold, the Goods anywhere other than on the Website.

7. Delivery

Delivery by the Seller

7.1 Where delivery of the Goods to a customer who has placed an Order is organised by the Seller (as specified in the Contract Details), the following provisions shall apply:

- (a) The Goods shall be delivered from the Seller's premises and arranged by the Seller.
- (b) The Seller shall ensure that each delivery of Goods is accompanied by a delivery note that shows the order number, the type and quantity of Goods (including the code number of the Goods, where applicable), and special storage instructions (if any).
- (c) The Seller shall ensure that the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition. The Seller shall be responsible for the costs of packaging the Goods.
- (d) The seller will fulfil the order and provide tracking information to the Customer within 2 working days of receiving the Order.
- (e) For pallet delivery, a 'book in' service is required to notify the Customer of the estimated date and time of delivery.
- (f) The Seller shall deliver the Goods specified in each Order to the Delivery Location by the Delivery Date.
- (g) Delivery of an Order shall be complete on the completion of unloading of the Order at the Delivery Location.
- (h) The Goods are the risk of the Seller until successful completion of delivery.
- (i) If the customer fails to accept delivery of an Order on the specified Delivery Date, then, the Seller shall store the Order until delivery takes place at the Seller's cost.
- (j) Any redelivery charges are at the Seller's cost unless otherwise agreed by the Buyer.
- (k) If a Buyer refuses to pay redelivery fees, the Seller may have the Goods returned to them. The cost of this will be deducted from any refund due to the Customer.
- (l) Any dispute raised regarding an Order will be communicated to the Seller. The Seller shall be allowed to obtain and provide evidence or to rectify the dispute, and they must do so within 4 days. If the Seller is unable to provide a satisfactory solution to the Buyer, Jobalots will mediate and determine the outcome.
- (m) If the Seller does not adhere to the Terms as set out in Clause 7 then, without limiting any other right or remedy Jobalots may have, Jobalots may:
 - (i) terminate this Contract with immediate effect;
 - (ii) cancel the Order (and not pay to the Seller any sums relating to the Order);

- (iii) claim damages for any other costs, expenses or losses resulting from the Seller's failure to deliver the Order on the Delivery Date.

8. Quality and fitness for purpose

8.1 The Seller warrants that on the Delivery Date, the Goods shall:

- (a) conform in all respects with their description;
- (b) contain the number products as stated in the description;
- (c) be free from material defects in design, material and workmanship;
- (d) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
- (e) be fit for any purpose held out by the Seller.

8.2 If:

- (a) the customer gives notice in writing to Jobalots or the Seller within 30 Business Days of completion of delivery, that some or all of the Goods do not comply with the warranties set out in clause 8.1;
- (b) the customer (if asked to do so by Jobalots) returns such Goods to the Seller's place of business at the Seller's cost, and
- (c) the Seller shall replace any Goods that are found to be defective or refund the price of such defective Goods in full; and
- (d) refunds are made at Jobalots' total discretion and all fees will be retained in full.

8.3 If the Seller's refund rate rises to 2% or above then, without limiting any other right or remedy Jobalots may have, Jobalots may:

- (i) terminate this Contract with immediate effect;
- (ii) cancel any outstanding Orders (and not pay to the Seller any sums relating to the Order);
- (iii) claim damages for any other costs, expenses or losses resulting from the Seller's failure to deliver the Order on the Delivery Date.

8.4 The terms of the Contract shall apply to any replacement Goods supplied by the Seller.

9. Our rights to handle concerns and take corrective actions.

9.1 If we find out you're doing something that's against the rules described in these Terms or behaving in a way suspected to be unlawful or if a Buyer raises a Dispute that you have been unable to find a resolution for within 2 working days we might apply any of the corrective actions listed below:

- (a) send you a warning message that you need to follow these Terms;
- (b) remove or automatically correct your Items within your Product Listings;
- (c) disable or remove your Content from the Site;
- (d) refund customers in full for any disputed or unfulfilled orders;
- (e) restrict your Account by blocking your access to the Seller Panel: or
- (f) notify local authorities about your activity if there's a threat to someone's life or safety or if we believe your actions to be fraudulent.

9.2 Blocking your Account.

Corrective actions or blocking will be proportionate to your violation and will take your interests into account. If we take a corrective action listed above or block your Account, we'll let you know

- (a) our reasons for doing so; and
- (b) the restriction we'll apply to your Content or your Account,

We might block your Account temporarily or definitively if:

- (a) we took the corrective action listed above and you continue to repeatedly breach these Terms,
- (b) you commit a serious breach of these Terms, meaning:
 - i. you provide us with incorrect, false or misleading information on your Account or fail to keep your information up to date;
 - ii. you don't cooperate with us when we try to verify the information you provide on your Account;
 - iii. you don't respond or cooperate with us when we seek a response from you in respect of outstanding or ongoing orders;
 - iv. we suspect fraudulent activity;
 - v. you abuse the Site's functionalities;
 - vi. And when we say we will "block" your Account, this means:

- you won't be able to use the Seller Panel to manage your Product Listings, Auctions or Orders;
- Your items will be delisted from the Site and taken off from any live auctions;
- if your Account is blocked because of security or fraud concerns raised, because your Account has been compromised or because it is objectively necessary to protect the legitimate interests and rights of everyone involved in a Transaction your pending Orders might be cancelled, the buyer refunded in full and fees retained;
- we may prevent you from creating a new Account on the Site.

We can take corrective actions or block your Account without notifying you reasonably in advance if one of the below scenarios occurs. We'll only provide you with a statement of reasons at the time we take action:

- (a) *Suspicious identified by a Payment Processor*: Payment Processor reports a suspicion to us that you violated the law, breached their terms and conditions or misused the Site when using their payment and/or wallet services (including illegal sales on the Site, money laundering, terrorist financing, scamming, identity theft or use of false documents).
- (b) *Issues with Transactions*: you or a customer starts a dispute resolution procedure about a Transaction through a Payment Processor and there are objective and legitimate reasons to believe that, in this context, you violated the law, breached these Terms or misused the Site.
- (c) *Safety and legal concerns*: your Content or use of the Services violates the law, regulations or rules of public security or is likely to have serious consequences for the health, safety or legitimate economic interests of us, other Users or third parties. This might be:
 - uploading Content that condones crimes against humanity, incites racial hatred or violence, concerns child pornography or other sexual harassment or seriously threatens other Users,
 - committing identity theft or any other type of fraud, or
 - misusing the Site in a way that puts the safety of other Users or security of the Site at risk (such as logging in from suspicious IP addresses, scamming or spamming other Users). We'll conduct a fraud investigation and seriously examine any claims you made.
- (d) *Minors*: if you are using the Account and you are less than 18 years old.

- (e) *The law prohibits us*: notifying you in advance would violate a law, regulation or direction of a legal enforcement authority, or could put us or Jobalots at risk.
- (f) *Security threats*: there's a threat to the security or smooth operation of our IT system.
- (g) *Repeated or serious breaches*: you commit a serious or repeated breach of these Terms.

9.3 Your options for recourse.

You can challenge our decision to take any corrective action by submitting an appeal via email to marketplace@jobalots.com.

10. Title and risk

- 10.1 The Seller warrants and represents that it holds clear and unencumbered title to the Goods and it shall continue to hold such good title until Jobalots receives payment in full (in cash or cleared funds) for the Goods.
- 10.2 Risk and title to the Goods shall in no circumstances pass to Jobalots.
- 10.3 Risk in Goods shall pass from the Seller to the customer on completion of unloading the Goods at the Delivery Location.
- 10.4 Title to Goods shall only pass to the customer from the Seller once Jobalots receives payment in full (in cash or cleared funds) for them.

11. Commission and payments

- 11.1 The customers who purchase Goods on the Website shall pay to Jobalots the price of the Goods, and VAT or other sales tax (if applicable), and delivery charges.
- 11.2 The Seller shall pay to Jobalots as commission a percentage of the Net Price of all Goods and Delivery Charges sold by the Seller to customers via the Website. The percentages shall be as set out in the Contract Details. Such commission shall become due to Jobalots as soon as and to the extent that Jobalots receives for immediate value from or on behalf of the customer the price in respect of the sale of the relevant Goods. Jobalots shall be entitled to withhold this payment in accordance with clause 10.3.
- 11.3 Subject to any customer complaints and disputed amounts, Jobalots shall use reasonable endeavours to pay to Seller the undisputed amounts paid by the customer for the Goods in

accordance with clause 11.1 within 14 days (but no later than 28 days) of the completion of unloading of the Order at the Delivery Location, less:

- (a) the commission payment as set out in clause 11.2 and the Contract Details;
- (b) the delivery charge (if delivery has been organised by Jobalots);
- (c) any deductions required by law;
- (d) VAT or other sales tax (if applicable); and
- (e) any refunds due to the customer.

New Sellers must wait for a minimum of 28 days (but no later than 36 days) to receive their first payment from any undisputed amounts paid by the customer for the Goods in accordance with clause 11.1 on the completion of unloading of the Order at the Delivery Location.

- 11.4 If a dispute arises over the sale of Goods and the Seller is found to be responsible for a chargeback or other disputed amount as per JLI's policies, we will charge a £20 dispute fee for each dispute.
- 11.5 Jobalots will send to the Seller a payment remittance and invoice for the commission payment made in accordance with clause 11.2.
- 11.6 All sums payable under this Contract (including without limitation the commission payment as set out in clause 11.2) are exclusive of any value added tax or other applicable sales tax, which shall be added to the sum in question.
- 11.7 If at any time Goods sold by the Seller on the Website are not, because of the Seller's fault, delivered to a customer, Jobalots' right to commission shall apply in relation to the sale of those Goods as if they had been duly delivered and paid for on the due date for payment of the price under the relevant sale contract.
- 11.8 In the absence of contrary agreement, commission shall be paid to Jobalots in the same currency in which payment of the price under the relevant sale contract was made.
 - (a) If an alternative currency is required, this can be arranged. The conversion will be made using HSBC's Currency Zone <https://www.currencyzone.hsbc.com/> plus a 2% transaction fee.
- 11.9 If any dispute arises as to the amount of commission payable to Jobalots, the same shall be referred to an independent accountant (as determined by the parties within 20 Business Days of the dispute arising) for settlement and their certificate shall be final and binding on both parties.

- 11.10 If a party fails to make a payment due to the other party under this Contract by the due date, then, without limiting the other party's remedies under clause 15 (Termination), the defaulting party shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 2% a year above the Bank of England's base rate from time to time, but at 2% a year for any period when that base rate is below 0%.
- 11.11 All credit arrangements are at the Company's discretion. Jobalots reserves the right to withdraw or vary credit facilities at any time.

12. Product liability and insurance

- 12.1 **Product liability indemnity:** The Seller shall indemnify Jobalots against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by Jobalots arising out of or in connection with:
- (a) any claim made against Jobalots by a third party for death, personal injury or damage to property arising out of or in connection with defects in Goods; and
 - (b) any claim made against Jobalots by a third party arising out of or in connection with the supply of the Goods,
- (being a **Relevant Claim**).
- 12.2 **Product liability insurance:** During the term of the Contract, the Seller shall maintain in force, with a reputable insurance company product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract, and shall, on Jobalots request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.
- 12.3 **Product liability claims procedure:** The Seller shall, immediately upon becoming aware of a matter which may result in a Relevant Claim against the Seller or Jobalots:
- (a) give notice to Jobalots of the details of the matter;
 - (b) afford access to Jobalots and permit copies to be taken of any materials, records or documents as Jobalots may require to take action under clause 12.3 (c);

(c) allow Jobalots the exclusive conduct of any proceedings and take whatever action as Jobalots shall direct to defend or resist the matter, including the use of professional advisers nominated by Jobalots; and

(d) not admit liability or settle the matter without the prior written consent of Jobalots.

12.4 **Product recall assistance:** The Seller shall, at the Seller's cost, give such assistance as Jobalots may reasonably require for the purpose of recalling as a matter of urgency any quantities of the Goods or any of them from the market.

13. Limitation of liability

13.1 Jobalots does not guarantee that the Website, or any content on it, will always be available or be uninterrupted. Jobalots may suspend or withdraw or restrict the availability of all or any part of the Website for business and operational reasons at any time.

13.2 The content on the Website is provided for general information only. It is not intended to amount to advice on which the Seller should rely. The Seller must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on the Website.

13.3 Although Jobalots makes reasonable efforts to update the information on the Website, Jobalots makes no representations, warranties or guarantees, whether express or implied, that the content on the Website is accurate, complete or up to date.

13.4 Where the Website contains links to other sites and resources provided by third parties, these links are provided for information only. Such links should not be interpreted as approval by Jobalots of those linked websites or information the Seller may obtain from them. Jobalots has no control over the contents of those sites or resources.

13.5 The Website may include information and materials uploaded by other users of the Website. This information and these materials have not been verified or approved by Jobalots. The views expressed by other users on the Website do not represent Jobalots' views or values.

13.6 Jobalots does not guarantee that the Website will be secure or free from bugs or viruses and the Seller is responsible for configuring its own information technology, computer programmes and platform to access the Website. The Seller should use its own virus protection software.

13.7 Jobalots excludes all implied conditions, warranties, representations or other terms that may apply to the Website or any content on it.

- 13.8 Jobalots are under no obligation to oversee, monitor or moderate any interactive service provided on the Website, and shall have no liability for any loss or damage arising from the use of any interactive service by the Seller.
- 13.9 Jobalots does not warrant that:
- (a) the customer or Seller's use of the Website will be uninterrupted or error-free;
 - (b) the Website will be free from Vulnerabilities;
 - (c) the Website will comply with any Heightened Cybersecurity Requirements.
- 13.10 All other conditions, warranties or other terms which might have effect between the parties or be implied or incorporated into this Contract or any collateral contract, whether by statute, common law or otherwise, are hereby excluded, including the implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose or the use of reasonable skill and care.
- 13.11 Jobalots will not be liable to the Seller for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
- (a) use of, or inability to use, the Website;
 - (b) a lack of availability of the Website due to internet latency outside of its control;
 - (c) use of or reliance on any content displayed on the Website; or
 - (d) non payment by a customer of any Order or the cancellation of any Order by a customer.
- 13.12 Jobalots will not be liable for:
- (a) loss of profits, sales, business, or revenue;
 - (b) business interruption;
 - (c) loss of anticipated savings;
 - (d) loss of agreements or contracts;
 - (e) any loss arising out of the lawful termination of this Contract;
 - (f) loss of, damage to or corruption of data;
 - (g) loss of business opportunity, goodwill or reputation; or
 - (h) any indirect or consequential loss or damage

in each case howsoever arising, whether such loss or damage was foreseeable or in the contemplation of the parties and whether arising in or caused by breach of contract, tort (including negligence), breach of statutory duty or otherwise.

13.13 Nothing in this Contract shall limit or exclude either party's liability for:

- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
- (b) fraud or fraudulent misrepresentation;
- (c) any matter in respect of which it would be unlawful to exclude or restrict liability.

13.14 Subject to clause 13.13, Jobalots' aggregate liability in respect of claims based on events in any calendar year arising out of or in connection with this Contract or any collateral contract, whether in contract or tort (including negligence) or otherwise, shall in no circumstances exceed the amount of commission payable by the Seller to Jobalots under this Contract in that calendar year.

13.15 Unless the Seller notifies Jobalots that it intends to make a claim in respect of an event within the notice period, Jobalots shall have no liability for that event. The notice period for an event shall start on the day on which the Seller became, or ought reasonably to have become, aware of the event having occurred and shall expire 6 months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

14. Site content and Intellectual Property

The Seller acknowledges that all Intellectual Property Rights in the Website belong and shall belong to Jobalots or the relevant third-party owners (as the case may be), and the Seller shall have no rights in or to the Website other than the right to use it in accordance with the terms of this Contract.

15. Data protection

The following definitions shall apply to this clause:

Agreed Purposes: the sale and delivery of the Goods to the customer via the Website.

Controller, processor, data subject, personal data, personal data breach, processing and appropriate technical and organisational measures: as set out in the Data Protection Legislation.

Data Discloser: a party that discloses Shared Personal Data to the other party.

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder); the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications);

UK GDPR: has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

Permitted Recipients: the parties to this Contract, the employees of each party, and any third parties engaged to perform obligations in connection with this Contract.

Shared Personal Data: the personal data to be shared between the parties under clause 15.1 of this Contract. Shared Personal Data shall be confined to the following categories of information relevant to the following categories of data subject:

- a) name of customer;
- b) address of customer;
- c) telephone number of customer; and
- d) email address of customer.

15.1 **Shared Personal Data.** This clause sets out the framework for the sharing of personal data between the parties as controllers. Each party acknowledges that one party (referred to in this clause as the **Data Discloser**) will regularly disclose to the other party Shared Personal Data collected by the Data Discloser for the Agreed Purposes.

15.2 **Effect of non-compliance with Data Protection Legislation.** Each party shall comply with all the obligations imposed on a controller under the Data Protection Legislation, and any material breach of the Data Protection Legislation by one party shall, if not remedied within 14 days of written notice from the other party, give grounds to the other party to terminate this Contract with immediate effect.

15.3 **Particular obligations relating to data sharing.** The Seller shall:

- (a) ensure that it has all necessary notices and consents and lawful bases in place to enable lawful transfer of the Shared Personal Data to the Permitted Recipients for the Agreed Purposes;

give full information to any data subject whose personal data may be processed under this Contract of the nature of such processing. This includes giving notice that, on the termination of

this Contract, personal data relating to them may be retained by or, as the case may be, transferred to one or more of the Permitted Recipients, their successors and assignees;

- (b) process the Shared Personal Data only for the Agreed Purposes;
- (c) not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;
- (d) ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less onerous than those imposed by this Contract;
- (e) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data;
- (f) not transfer any personal data received from Jobalots outside the UK.

15.4 The Seller shall assist Jobalots in complying with all applicable requirements of the Data Protection Legislation. In particular, the Seller shall:

- (a) consult with Jobalots about any notices given to data subjects in relation to the Shared Personal Data;
- (b) promptly inform Jobalots about the receipt of any data subject rights request;
- (c) provide Jobalots with reasonable assistance in complying with any data subject rights request;
- (d) not disclose, release, amend, delete or block any Shared Personal Data in response to a data subject rights request without first consulting Jobalots wherever possible;
- (e) assist Jobalots in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, personal data breach notifications, data protection impact assessments and consultations with the Information Commissioner or other regulators;
- (f) notify Jobalots without undue delay on becoming aware of any breach of the Data Protection Legislation;
- (g) at the written direction of Jobalots, delete or return Shared Personal Data and copies thereof to Jobalots on termination of this Contract unless required by law to store the Shared Personal Data;
- (h) use compatible technology for the processing of Shared Personal Data to ensure that there is no lack of accuracy resulting from personal data transfers;

- (i) maintain complete and accurate records and information to demonstrate its compliance with this clause 15.

15.5 The Seller shall indemnify Jobalots against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by Jobalots arising out of or in connection with the breach of the Data Protection Legislation by the Seller, its employees or agents.

16. Termination

16.1 Without limiting its other rights or remedies, Jobalots may terminate this Contract with immediate effect by giving written notice to the Seller if:

- (a) the Seller commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 days of that party being notified in writing to do so;
- (b) the Seller takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;
- (c) the Seller suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- (d) the Seller's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.

16.2 Termination of the Contract shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of this Contract which existed at or before the date of termination.

16.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

16.4 Without limiting its other rights or remedies, if the Seller breaches any terms of this Contract, Jobalots may with immediate effect:

- (a) terminate this Contract;

- (b) withdraw the Seller's right to use the Website either temporarily or permanently;
- (c) remove any Contribution uploaded by the Seller to the Website;
- (d) issue legal proceedings against the Seller for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;
- (e) disclose such information to law enforcement authorities as Jobalots reasonably feel is necessary or as required by law.

16.5 Without affecting any other right or remedy available to it, either party may terminate this Contract on giving not less than 30 days' written notice to the other party.

16.6 **Consequences of termination.** On termination of this Contract:

- (a) the Seller shall cease to promote, market, advertise or sell the Goods on the Website;
- (b) all rights granted to the Seller under this Contract shall cease;
- (c) the Seller shall immediately cease to associate itself with Jobalots and the Website and cease to use all trade marks, trade names and brand names of Jobalots;
- (d) each party shall destroy or return to the other party all documents and materials (and any copies) containing, reflecting, incorporating or based on the other party's Confidential Information, and erase all the other party's Confidential Information from computer and communications systems and devices used by it, including such systems and data storage services provided by third parties (to the extent technically and legally practicable).
- (e) Any outstanding balance owed to the Seller may be held until the chargeback period, of 120 days, for the Order has ended.

16.7 **Commission on sales prior to termination.** On termination of this Contract, the provisions of clause 11 shall continue in force in relation to all sales of the Goods where the sale has been concluded before the date of termination.

17. General

17.1 **Force majeure.** Neither party shall be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure result from a Force Majeure Event.

17.2 **Assignment and other dealings.**

- (a) The Seller shall not assign, transfer, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of Jobalots.
- (b) Jobalots may at any time assign, transfer, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights under the Contract.

17.3 Confidentiality.

- (a) The provisions of this clause shall not apply to any Confidential Information that:
 - (i) is or becomes generally available to the public (other than as a result of its disclosure by the receiving party or its Representatives in breach of this clause);
 - (ii) was available to the receiving party on a non-confidential basis before disclosure by the disclosing party;
 - (iii) was, is or becomes available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party; or
 - (iv) the parties agree in writing is not confidential or may be disclosed.
- (b) The Seller shall keep Jobalots' Confidential Information secret and confidential and shall not:
 - (i) use such Confidential Information except for the purpose of exercising or performing its rights and obligations under or in connection with this Contract **(Permitted Purpose)**; or
 - (ii) disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this clause 17.3.
- (c) A party may disclose the other party's Confidential Information to those of its Representatives who need to know such Confidential Information for the Permitted Purpose, provided that:
 - (i) it informs such Representatives of the confidential nature of the Confidential Information before disclosure; and
 - (ii) it procures that its Representatives shall, in relation to any Confidential Information disclosed to them, comply with the obligations set out in this clause as if they were a party to this Contract,

and at all times, it is liable for the failure of any Representatives to comply with the obligations set out in this clause 17.3(c).

- (d) A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 17.3(d), it takes into account the reasonable requests of the other party in relation to the content of such disclosure.
- (e) A party may, provided that it has reasonable grounds to believe that the other party is involved in activity that may constitute a criminal offence under the Bribery Act 2010, disclose Confidential Information to the Serious Fraud Office without first informing the other party of such disclosure.
- (f) Each party reserves all rights in its Confidential Information. No rights or obligations in respect of a party's Confidential Information other than those expressly stated in this Contract are granted to the other party, or to be implied from this Contract.
- (g) Except as expressly stated in this Contract, no party makes any express or implied warranty or representation concerning its Confidential Information.
- (h) The provisions of this clause 16.3 shall survive for a period of five years from termination or expiry of this Contract.

17.4 Entire agreement.

- (a) This Contract constitutes the entire agreement between the parties.
- (b) Each party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

17.5 Variation. No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives). For the avoidance of doubt, email shall not constitute writing for the purposes of this clause.

17.6 Waiver. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial

exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

17.7 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

17.8 **Notices.**

(a) Any notice given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered by hand, or sent by pre-paid first class post or other next working day delivery service, email.

(b) A notice shall be deemed to have been received: if delivered by hand, when left at the address referred in clause 17.8(a); if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or, if sent by email, one Business Day after transmission.

(c) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

17.9 **Third party rights.** No one other than a party to this Contract and their permitted assignees shall have any right to enforce any of its terms.

17.10 **Governing law.** This Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with, the law of England and Wales.

17.11 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Contract or its subject matter or formation.

17.12 **Changes to these terms.** We may update or modify these Terms at any time to reflect changes in our services, business, or legal requirements. If we make material changes, we'll notify you via email/website notification. By continuing to use our services after the changes take effect, you agree to the updated Terms.