

Terms and Conditions

Contact information: Merchin Management OÜ

Commercial registry code: 14311123

Address: Neeme tee 14, 74226 Neeme küla, Jõelähtme vald, Harjumaa, Estonia

E-mail address: info@merchin.co

Merchin offers the services defined below pursuant to the terms and conditions presented in the following:

1. **General.** These terms and conditions (hereinafter the **Terms**) govern the provision of services by Merchin Management OÜ (hereinafter **Merchin**) to users (hereinafter the **User**). The Terms also contain Privacy Policy explaining how Merchin collects and uses personal data. Privacy Policy forms an integral part of these Terms. When signing up to use the Service, the User confirms that they have read and agree to comply with these Terms and Privacy Policy. These Terms are binding on any use of the Service by the User.
2. **Terms.** These terms are available in the English language. Terms will remain available to the User on website Merchin.co. However, we encourage the Users to save or print these Terms for future reference.
3. **Violation of the Terms.** Merchin has the right to bring legal action against anyone violating these Terms, as well as terminate or suspend the User account and delete any User Content from the Website.
4. **Service.** Merchin provides the User with a virtual marketplace via merchin.co (hereinafter the **Website**) for selling and purchasing of music merchandise and for using other Services as may be made available via the Website (hereinafter the **Service**). Each User can act as a buyer or

as a seller on the Website. Music merchandise is items of music artists (e.g. T-shirts, armbands, posters, cups/mugs, pens, etc., not any digital content). Users enter into sales contracts between themselves and on their own without any participation by Merchin. For avoidance of doubt, Merchin will not under any circumstances become a party to the sales agreements concluded between the Users. Therefore Users take full liability for performance of the sales contracts they have entered into. Users may not use the Service for unlawful transaction(s) and/or for fraud.

- 5. Registration.** Sellers and buyers on this Website must be registered Users. In order to become a User, the explicit acceptance of the Terms and Privacy Policy is required – by checking the “I agree to the Terms” checkbox presented to the User during the registration process. When registering as a User of the Website, the User must submit completely accurate personal data, including correct full name and valid e-mail address. User must inform Merchin about any changes to their personal information that they have provided.

Registered Users have to be at least 16 years of age.

Both natural and legal persons are accepted as Users by Merchin. Legal persons are registered as Users by their authorised representative. The representative will provide Merchin with their personal information.

The User must have a valid email and password to access their Website account. The User is responsible for maintaining the confidentiality of their account and password. User agrees to accept full responsibility and liability for all activities that occur under their account.

- 6. Selling.** The Website has a database for items of sale (hereinafter the **Items**). All Items can be subject to trading. If a User wants to sell an Item, they must choose the Item from the database and create a corresponding Item in the marketplace. The seller must provide the Item in the marketplace with a brief description of the condition of the Item, add price, quantity and location of the Item. Seller may not present inaccurate, misleading or false

information. Each seller will establish their individual conditions for shipping and returning of the Item.

If the Item is not provided in the database, the User will create a new listing for the Item into the database prior to adding the Item for sale on the marketplace. Items are uploaded by clicking the link “list a new item”. Further instructions will be presented to the User on the Website.

7. **Fee.** Merchin charges a 5% fee from each sale, exclusive of VAT or other applicable taxes. Fee is charged from the seller from the sales price of the sold Item. The invoice will be sent by Merchin to the seller within two weeks from concluding the sale.
8. **Buying.** The Website has a database of Items for sale. Items available for sale in the marketplace are marked with the price tag in the database. When searching the marketplace the User might find multiple competing offers with similar Items of different quality, condition and prices. Information about the condition of the Item, price, quantity, location and conditions for shipping and returning of the Item is established by the seller. Payment for purchase is executed via a PAYPAL link.
9. **Payment via PAYPAL.** The payment is transferred directly from buyer to seller. Merchin does not take any part in the transaction and Merchin does not receive any fee or money via this payment.
10. **Privacy Policy.** Merchin will process User’s personal data (hereinafter **Personal data**) with due diligence. Personal data is data received from User upon their registration as a User or collected in any other way when using the Website (name, e-mail address, location, phone number). Other ways for collecting data is saved by the Website when monitoring User’s activities on the Website (e.g. IP-address, web browser, operating system, etc.).

Personal data will be processed for the purposes and the extent provided for by these terms or by law. Merchin may use the Personal data for providing, developing and personalising the Service (e.g. storing User’s preferences

of items, or language etc.). Merchin will not disclose or transfer Personal data to third parties, except in the cases provided by the Terms or by law.

The User grants a consent for processing the Personal data by Merchin when checking a “I agree to the Terms” checkbox. Only Users who have agreed to the Privacy Policy can be registered Users.

The User can withdraw their consent anytime by terminating their user account on Merchin. Withdrawal of consent has no retroactive effect. Merchin fully complies with the EU General Data Protection Regulation.

11. **User Content.** Any content User uploads or posts on the Website (hereinafter **User Content**) belongs to the User. User Content can be, for example, texts and pictures created by the User. User Content is not content the User got from the Merchin database.

User grants Merchin a limited worldwide license to use, access, copy, modify, distribute, reproduce, store, transmit, reformat, edit, translate, make derivative works of, publicly display and publish the User Content to the extent needed to provide the Service. This licence is valid throughout the term of protection of copyright of the corresponding User Content.

The User is solely responsible for the User Content and liable for any consequences out of or related to publishing or transmitting such content. By publishing or transmitting User Content, the User confirms that it has the right to publish or transmit such User Content and that such actions do not violate these Terms, applicable law, the intellectual property rights of any third persons, or is contrary to good morals. The User must ensure that no private content is accidentally made public. The User may not submit content which might contain viruses and other computer programmes or files that may interfere, damage or disturb in any other way the normal use of the Website.

Merchin does not monitor the User Content. The User takes full liability for the accuracy and legality of the User Content that it has published.

However, without assuming any obligation to do so, Merchin may delete any User Content or suspend or terminate the User account at its sole discretion. Merchin may take such actions without any prior notification to the User.

Merchin is not required to keep back-up copies of User Content once a User account or User Content is removed or deleted for whatever reason. Merchin makes no guarantee that User Content will be safely stored. Merchin encourages Users to independently back-up the User Content, to the extent permitted herein and by applicable laws and regulations.

12. **Intellectual property.** Content of the Website, including design, graphics, images, text, code, domain, database rights and other copyrights are intellectual property of Merchin. Such content may not be edited, made into derivative works, be reproduced, distributed or displayed for any other purposes than provided in these Terms, if not provided otherwise by applicable law. Intellectual property of Merchin does not include any User Content.
13. **No warranty.** Merchin disclaims any and all warranties, expressed or implied, in connection with the Service. The Service is provided “as is” and “as available” and at User’s own risk, and Merchin does not warrant or represent any quality, fitness for purpose, non-infringement, completeness or accuracy of the Service. Regardless of our efforts to provide the User with services of the highest quality, safety and security, Merchin makes no warranty that the Service will be uninterrupted, timely or error-free or that defects will be corrected. Merchin does not warrant that the collection, transmission and storage of Personal data is secure at all times.

Merchin reserves the right, periodically and at any time, to modify or discontinue, temporarily or permanently,

functions and features of the Service, all without liability to the User for any interruption, modification, or discontinuation of the Service or any function or feature thereof. Reasonable advance notification will be provided for discontinuing the Service where possible. Merchin is not responsible for any difficulties in operating or using the Service that are caused by the web hosting service provider, internet service provider of the User or any other third party, unless required by applicable law.

14. **Removal of content.** Merchin has the right to remove any User content, Item listings and information that the User has uploaded or added to the Website if they are not compliant with the Terms or applicable law.
15. **Limitation of liability.** Merchin does not participate (as an agent, broker, commission agent, representative or in any other way) in actual sales and other transactions between the Users. Therefore:
 - Merchin is not liable for the quality and quantity of Items purchased/sold by using the Website.
 - Merchin is not liable for the accuracy and legality of the information published by the User on the Website.
 - Merchin is not liable for the execution and fulfilment of the sales agreement or delivery of the Item.
 - Merchin is not liable for inappropriate or unlawful behaviour of the User.
 - Merchin does not monitor the User Content. Merchin is not liable for the accuracy and legality of the User Content that Users have published.
 - Merchin is not liable for activities that occur under User's account.
16. **Indemnification.** The User agrees to indemnify, defend, and hold blameless Merchin and its third party service providers from and against any claim, demand, loss, damage, cost, or liability (including reasonable attorneys' fees) arising out of or relating to any User Content the

User submits, transfers or makes available through the Website, or from any sale agreements concluded by the User, or the misuse of the Website; breach or alleged breach of any of these Terms and the violation of any rights (including intellectual property rights) of a third party.

17. **Amending the Terms.** Merchin reserves the right to amend any part of the Terms at any time. Merchin will provide the User with reasonable prior notice of such changes. If the User does not agree to these amendments, or any particular amendment, the User may not be able to continue to use the Website.
18. **Termination.** The User may unsubscribe from the Service by deleting their account on the Website. Upon deactivating the User account, User's trading rights on the Website terminate immediately.

The User acknowledges and agrees that Merchin can stop (permanently or temporarily) providing the Service at the Merchin's sole discretion, without the obligation to provide a prior notice to the User, if the User breaches these Terms.

19. **Applicable law and dispute resolution.** The Terms are governed by the laws of Republic of Estonia. Any disputes arising out of or in connection with these Terms will be finally settled by the Harju county court (*Harju maakohus*) in Tallinn, Estonia, unless otherwise required by mandatory law.

In case of a dispute between the Users, Merchin acts in good faith as a facilitator with the view to come to an agreeable settlement for all parties, but does not incur any liability or obligation in doing so.

Consumers located in the European Union have the right to bring claims against Merchin to their national consumer dispute settlement body (Estonia: Consumer Protection Board, Pronksi 12, 10117 Tallinn, Estonia, www.tarbijakaitseamet.ee), or use the Online Dispute

Resolution platform available at
<https://ec.europa.eu/consumers/odr/>.

20. **Final provisions.** If any one or more of the provisions of these Terms is found to be void, invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein will not be affected or impaired.

Upon any User's infringement of any of these Terms or of the law, Merchin has sole right to terminate the User's account immediately without any prior notice.

Customer support: info@merchin.co

Effective since Jan. 17, 2019

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