



Abarn APP/Website terms and conditions – Buyer side

Marketplace for Goods

Terms and Conditions applicable to a buyer of Products using Abarn APP and Website (Hereinafter referred to as Abarn)

These terms and conditions are the contract between you and Abarn(“us”, “we”, etc). By visiting or using Our APP and/ or Website, you agree to be bound by them. Our suppliers may also impose additional terms and conditions to which your contract with them will be subject.

Abarn is a trade name of WEI Group Ltd, company number 3414571 incorporated in New Zealand.

If you are under 18 years old, if there are any products limited to the age of purchase, you are illegal to enter into a binding contract.

If you use Our APP/Website, you do so in accordance with these terms. If you are unable to accept these terms, your only remedy is to leave Our APP/Website and stop using the Services.

1. Definitions

“Content”	means the textual, visual or aural content that is encountered as part of your experience on Our APP/Website. It may include, among other things: text, images, sounds, videos and animations. It includes content Posted by you.
“Our APP/Website”	means any APP/website of ours, and includes all web pages controlled by us.
"Post"	means upload or place on or into Our APP/Website any Content or material of any sort by any means.
“Product”	means any item offered for sale on Our APP/Website, whether physical goods or downloads.
“Seller”	means a person who offers a Product for sale on Our APP/Website.
“Service”	means any service we provide through Our APP/Website, whether free or charged.

2. Our contract

- 2.1 Abarn is neither a buyer nor seller of Products offered for sale in any form. Abarn is never either a principal or agent in a buying transaction.
- 2.2 Abarn is a marketplace. We are agents of a Seller only to the extent of use of Our APP/Website as a platform for sale of his Products and for collection and forwarding of your money.
- 2.3 We are not responsible to you further than to take your money and pass it to the Seller.
- 2.4 We welcome any comment or complaint about a Seller, which you make through Our APP/Website. We may act upon a complaint in our discretion, for the benefit of the body of Abarn members.
- 2.5 We are not responsible for delivery of any Product you order or for the returns and repayment procedure should you decide to return a Product for any reason.
- 2.6 These terms and conditions regulate the business relationship between you and us. By using Our APP/Website free of charge, you agree to be bound by them.
- 2.7 We provide a market place for the supply of Products. We are in no way responsible for:
 - 2.7.1 your locating and ordering a Product;
 - 2.7.2 your choice of a Product;
 - 2.7.3 any aspect of the provision of the Product;
 - 2.7.4 refund payment for any Product;
 - 2.7.5 any complaint about any Product.
- 2.8 In any dispute with a Seller, you should deal only with the Seller. We have neither legal obligation nor detailed information about the Product.
- 2.9 We may change this agreement in any way at any time. The version applicable to your contract is the version which was Posted on Our APP/Website at the time that the contract was made.

3. Your account and personal information

- 3.1 When you visit Our APP/Website, you accept responsibility for any action done by any person in your name or under your account or password. You should take all necessary steps to ensure that the password is kept confidential and secure and should inform us immediately if you have any reason to believe that your password has become known to anyone else, or if the password is being, or is likely to be, used in an unauthorised manner.
- 3.2 You agree that you have provided accurate, up to date, and complete information about yourself. We are not responsible for any error made as a result of such information being inaccurate.
- 3.3 You agree to notify us of any changes in your information immediately it occurs. If you do not do so, we may terminate your account.

4. The buying procedure

- 4.1 Abarn is not responsible for the fulfilment of your contract to buy a Product.
- 4.2 Prices listed on Our APP/Website by Sellers are inclusive of any applicable sales tax.
- 4.3 Unless it is clear to the contrary, you may assume that every sale is made by the Seller in the course of his business.
- 4.4 Products may be offered for sale subject to any discount or promotion arranged between Abarn and the Seller.
- 4.5 Subject to discounts and promotions, Products are offered for sale at a fixed price. GST may be due and will be either included in the price or shown separately. If not shown, it will not be charged.
- 4.6 All Products will be subject to a delivery charge which will be shown at the pay point. The delivery charge will be fixed by the Seller for each Product offered for sale. It may be changed at the discretion of the Seller. Once you have bought an item, the delivery charge offered to you cannot be increased.
- 4.7 Neither we nor the Seller can be responsible for action by any governmental authority. We do not know and are not responsible for duties, taxes, delays or impounding of any item.

- 4.8 You are required to pay in the currency in which the Product is listed for sale on Our APP/Website.
- 4.9 Every sale will be subject to the laws applicable but there shall not be implied any right which is neither a legal right nor set down in these terms and conditions.
- 4.10 For security purposes (yours and ours) we will not permit more than a maximum number of transactions with you in a given period of time.
- 4.11 To make future use of Our APP/Website easier and faster for you, we will retain the personal and delivery information you give to us. We will not retain information relating to your payment or credit card. This financial information never comes into our control. The information is given into a page which is in reality a page of our payment service provider. For detailed about disclosure of personal information please see our privacy notice.

5. Security of your credit card

We take care to make Our APP/Website safe for you to use.

- 5.1 Card payments are not processed through pages controlled by us. We use one or more online payment service providers who will encrypt your card or bank account details in a secure environment.
- 5.2 If you have asked us to remember your credit card details in readiness for your next purchase or subscription, we will securely store your payment details on our systems. These details will be fully encrypted and only used to process your automatic monthly payments or other transactions which you have initiated.

6. The Abarn guarantee

- 6.1 To give you the utmost confidence in the Abarn buying experience, we make the following guarantee:
 - 6.1.1 After you negotiate with the seller, and if the Seller still fails to supply a Product to you for which you have paid, or replace it with an equivalent value Product, we ourselves will refund the cost to you.
- 6.2 This guarantee is subject to the following conditions:

- 6.3 you must first follow the returns and refunds procedure set out on Our APP/Website:
- 6.3.1 the maximum payment is NZ\$100. We will make the payment to you between 30 and 60 days from the date we receive your claim form, as provided on Our APP/Website;
 - 6.3.2 the claim form must be completed truthfully and accurately;
 - 6.3.3 you must provide a street address to us in with address proof;
 - 6.3.4 you are limited to a lifetime maximum of three claims and a maximum of one item in two years;
 - 6.3.5 you must **not** have requested a charge back from your credit card company.
- 6.4 The guarantee set out in this paragraph is non contractual. We shall operate it at our entire discretion.

7. Products returned

These provisions apply in the event that you return any Product to the Seller for any reason:

- 7.1 The Seller does not accept returns unless there was a defect in the Product at the time of purchase, or the Seller has agreed in correspondence that you may return it.
- 7.2 Before you return a Product to the Seller, please carefully re-read the instructions and check that you have assembled it correctly and complied with any provisions relating to the power supply, plugs and sockets.
- 7.3 The Products must be returned to the Seller as soon as any defect is discovered but not later than 5 days.
- 7.4 So far as possible, a Product should be returned:
 - 7.4.1 with both Product and all packaging as far as possible in their original condition;
 - 7.4.2 securely wrapped;
 - 7.4.3 including the Seller's delivery slip;
 - 7.4.4 at your risk and cost.

- 7.5 We advise you to follow the returns procedure set out on your Seller's website or otherwise in his terms and conditions, if any. If you do not do so, the Seller may be unable to identify you as the sender of the Products.
- 7.6 If the Seller agrees that the item is faulty, the Seller will:
- 7.6.1 refund the cost of return carriage;
 - 7.6.2 repair or replace the item as he chooses.

8. How we handle your Content

- 8.1 Our privacy policy is strong and precise. It complies fully with current law.
- 8.2 If you Post Content to any public area of Our APP/Website it becomes available in the public domain. We have no control who sees it or what anyone does with it.
- 8.3 Even if access to your text is behind a user registration it remains effectively in the public domain because someone has only to register and log in, to access it. You should therefore avoid Posting unnecessary confidential information.
- 8.4 We need the freedom to be able to publicise our Services and your own use of them. You therefore now irrevocably grant us the right and licence to edit, copy, publish, distribute, translate and otherwise use any Content that you place on Our APP/Website, in public domains and in any medium. You represent and warrant that you are authorised to grant all such rights.
- 8.5 We will use that licence only for commercial purposes of the business of Our APP/Website and will stop using it after a commercially reasonable period of time.
- 8.6 You agree to waive of your right to be identified as the author and your right to object to derogatory treatment of your work as provided in the Copyright Act 1994 as amended.
- 8.7 You now irrevocably authorise us to publish feedback, comments and ratings about your activity through Our APP/Website, even though it may be defamatory or critical.
- 8.8 Posting content of any sort does not change your ownership of the copyright in it. We have no claim over it and we will not protect your rights for you.

- 8.9 You understand that you are personally responsible for your breach of someone else's intellectual property rights, defamation, or any law, which may occur as a result of any Content having been Posted by you.
- 8.10 You accept all risk and responsibility for determining whether any Content is in the public domain and not confidential.
- 8.11 Please notify us of any security breach or unauthorised use of your account.
- 8.12 We do not solicit ideas or text for improvement of our Service, but if you do send to us material of any sort, you are deemed to have granted us a licence to use it in the terms set out at sub paragraph 8.5 above.

9. Restrictions on what you may Post to Our APP/Website

We invite you to Post Content to Our APP/Website in several ways and for different purposes. We have to regulate your use of Our APP/Website to protect our business and our staff, to protect other users of Our APP/Website and to comply with the law. These provisions apply to all users of Our APP/Website.

We do not undertake to moderate or check every item Posted, but we do protect our business vigorously. If we believe Content Posted breaches the law, we shall co-operate fully with the law enforcement authorities in whatever ways we can.

You agree that you will not use or allow anyone else to use Our APP/Website to Post Content or undertake any activity which is or may:

- 9.1 be unlawful, or tend to incite another person to commit a crime;
- 9.2 consist in commercial audio, video or music files;
- 9.3 be obscene, offensive, threatening, violent, malicious or defamatory;
- 9.4 be sexually explicit or pornographic;
- 9.5 be likely to deceive any person or be used to impersonate any person, or to misrepresent your identity, age or affiliation with any person;
- 9.6 use a Posting to solicit responses unconnected with the purpose of Our APP/Website or the terms proposed by this agreement;

- 9.7 request or collect passwords or other personal information from another user without his permission, nor Post any unnecessary personal information about yourself;
- 9.8 be used to sell any goods or services or for any other commercial use not intended by us, for yourself or for any other person. Examples are: sending private messages with a commercial purpose, or collecting information with the intention of passing it to a third party for his commercial use;
- 9.9 include anything other than words (i.e. you will not include any symbols or photographs) except for a photograph of yourself in your profile in such place as we designate;
- 9.10 facilitate the provision of unauthorised copies of another person's copyright work;
- 9.11 link to any of the material specified in this paragraph;
- 9.12 use distribution lists that include people who have not given specific permission to be included in such distribution process;
- 9.13 send age-inappropriate communications or Content to anyone under the age of 18.

10. Your Posting: restricted content

In connection with the restrictions set out below, we may refuse or edit or remove a Posting which does not comply with these terms.

In addition to the restrictions set out above, a Posting must not contain:

- 10.1 hyperlinks, other than those specifically authorised by us;
- 10.2 keywords or words repeated, which are irrelevant to the Content Posted.
- 10.3 the name, logo or trademark of any organisation other than yours.
- 10.4 inaccurate, false, or misleading information.

11. Removal of offensive Content

- 11.1 For the avoidance of doubt, this paragraph is addressed to any person who comes on Our APP/Website for any purpose.

- 11.2 We are under no obligation to monitor or record the activity of any user of Our APP/Website for any purpose, nor do we assume any responsibility to monitor or police Internet-related activities. However, we may do so without notice to you and without giving you a reason.
- 11.3 If you are offended by any Content, the following procedure applies:
- 11.3.1 your claim or complaint must be submitted to us in the form available on Our APP/Website, or contain the same information as that requested in our form. It must be sent to us by post or email.
- 11.3.2 we shall remove the offending Content as soon as we are reasonably able.
- 11.3.3 after we receive notice of a claim or complaint, we shall investigate so far as we alone decide.
- 11.3.4 we may re-instate the Content about which you have complained or we may not.
- 11.4 In respect of any complaint made by you or any person on your behalf, whether using our form of complaint or not, you now irrevocably grant to us a licence to publish the complaint and all ensuing correspondence and communication, without limit.
- 11.5 You now agree that if any complaint is made by you frivolously or vexatiously you will repay us the cost of our investigation including legal fees, if any.

12. Security of Our APP/Website

If you violate Our APP/Website we shall take legal action against you.

You now agree that you will not, and will not allow any other person to:

- 12.1 modify, copy, or cause damage or unintended effect to any portion of Our APP/Website, or any software used within it.
- 12.2 link to Our APP/Website in any way that would cause the appearance or presentation of the site to be different from what would be seen by a user who accessed the site by typing the URL into a standard browser;
- 12.3 download any part of Our APP/Website, without our express written consent;
- 12.4 collect or use any product listings, descriptions, or prices;

- 12.5 collect or use any information obtained from or about Our APP/Website or the Content except as intended by this agreement;
- 12.6 aggregate, copy or duplicate in any manner any of the Content or information available from Our APP/Website, other than as permitted by this agreement or as is reasonably necessary for your use of the Services;
- 12.7 share with a third party any login credentials to Our APP/Website.

13. Copyright and other intellectual property rights

- 13.1 All Content on Our APP/Website, for example page text, graphics, logos, images, audio clips, digital downloads, data compilations, and software, is the property of either us or our affiliates or suppliers of Products for sale. It is all protected by international copyright laws.
- 13.2 You may not copy, or in any way exploit any of the Content, except as is expressly permitted in this agreement or with our written consent. For the sake of good order you should note that copyright exists in compilations and graphic images, shapes and styles, as well as in raw text.

14. Interruption to the Abarn Service

- 14.1 We give no warranty that the Abarn Service will be satisfactory to you.
- 14.2 We will do all we can to maintain access to Our APP/Website, but it may be necessary for us to suspend all or part of Abarn Service for repairs, maintenance or other reason. We may do so without telling you first.
- 14.3 You acknowledge that our Service may also be interrupted for reasons beyond our control.
- 14.4 You agree that we are not liable to you for any loss whether foreseeable or not, arising as a result of interruption to our Service.

15. Our disclaimers

- 15.1 Our APP/Website contains links to other Internet websites. We have neither power nor control over any such website. You acknowledge and agree that we shall not be liable in any way for the Content of any

such linked website, nor for any loss or damage arising from your use of any such website.

- 15.2 We are not liable in any circumstances for special, indirect, consequential damages or any damages whatsoever resulting from loss of use, loss of data or loss of revenues or profits, whether in an action of contract, negligence or otherwise, arising out of or in connection with your use of Our APP/Website.
- 15.3 The Abarn APP/Website and Abarn Services are provided “as is”. We make no representation or warranty of any kind, express or implied, including, without limitation, any warranty that either of them will be:
 - 15.3.1 of satisfactory quality;
 - 15.3.2 fit for a particular purpose;
 - 15.3.3 available or accessible, without interruption, or without error.
- 15.4 So far as concerns a Product you buy through Our APP/Website, we are not liable for:
 - 15.4.1 any product or service complying with the requirement of any law or being available;
 - 15.4.2 the Seller performing his contract.
- 15.5 You now expressly release us from any and all claims and liability known and unknown, arising in any way from a dispute between you and a Seller.

16. Indemnity

You agree to indemnify us against any loss, damage or liability, suffered by us at any time and arising out of:

- 16.1 any act, neglect or default of yours in connection with this agreement or your use of the Services;
- 16.2 your breach of this agreement;
- 16.3 your failure to comply with any law;
- 16.4 a contractual claim arising from your use of the Services and purchase of a Product.

17. Miscellaneous matters

- 17.1 If any term or provision of this agreement is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.
- 17.2 For the purposes of the Privacy Act 1993 as amended you consent to the processing of your personal data (in manual, electronic or any other form) relevant to this agreement, by us [and/or any agent or third party nominated by us] [and bound by a duty of confidentiality]. Processing includes but is not limited to obtaining, recording, using and holding data and includes the transfer of data to any country in any part of the World.
- 17.3 If you are in breach of any term of this agreement, we may:
- 17.3.1 publish all text and Content relating to the claimed breach, including your name and email address and all correspondence between us and our respective advisers; and you now irrevocably give your consent to such publication.
 - 17.3.2 terminate your account and refuse access to Our APP/Website;
 - 17.3.3 remove or edit Content, or cancel any order at our discretion;
 - 17.3.4 issue a claim in any court.
- 17.4 Any obligation in this agreement intended to continue to have effect after termination or completion shall so continue.
- 17.5 No failure or delay by any party to exercise any right, power or remedy will operate as a waiver of it nor indicate any intention to reduce that or any other right in the future.
- 17.6 When you visit Our APP/Website or send messages to us by email, you are communicating with us electronically. We communicate with you by e-mail or by posting notices on Our APP/Website. You agree that all our electronic communications satisfy any legal requirement that such communications be in writing.
- 17.7 Any communication to be served on either of us by the other shall be delivered by hand or sent by first class post or recorded delivery or by e-mail.

It shall be deemed to have been delivered:

if delivered by hand: on the day of delivery;

if sent by post to the correct address: within 72 hours of posting;

If sent by e-mail to the address from which the receiving party has last sent e-mail: within 24 hours if no notice of non-receipt has been received by the sender. [Take care before agreeing to accept service by e-mail. It may be convenient, but you could miss or accidentally delete the message]

- 17.8 In the event of a dispute between us, then, if we so ask, you undertake to attempt to settle the dispute by engaging in good faith with us in a process of mediation before commencing arbitration or litigation.
- 17.9 This agreement does not give any right to any third party.
- 17.10 We shall not be liable for any failure or delay in our performance of this agreement which is caused by circumstances beyond our reasonable control, [including any labour dispute].
- 17.11 In the event of any conflict between any term of this agreement and the provisions of the constitution of a limited company or any comparable document intended to regulate any other corporate or collective body, then the terms of this agreement shall prevail.
- 17.12 This agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is hereby expressly excluded.
- 17.13 The validity, construction and performance of this agreement shall be governed by the laws of New Zealand.

Explanatory Notes:

Website terms and conditions template: marketplace for goods to consumers; buyer side

Paragraph Specific Notes:

Drafting notes, using the document paragraph numbers:

1. Definitions

We do not know exact terms of your business, so we cannot provide you with defined terms which precisely describe what you offer through yOur APP/Website. Most visitors/users do not read your terms (even if they have to "tick the box"). The people who do take the trouble to read them are likely to be the sort of people who expect the same attention to detail from you as they themselves give to their purchase of your goods or services. It therefore helps you to obtain their business if your terms are accurate and friendly. If you do change the defined word, **make sure it applies to every use of it in the document.**

We use

"Product"

"Our APP/Website"

You decide to change to

"Mobile phones" / "Home wares"

"The Jones Site" / "The Site"

Remember too, that when a word or phrase is defined, the defined meaning when capitalised, takes precedence over the common meaning of that word or phrase.

You should first decide on the contents of the document, then return to check what definitions are needed and whether they really fit the text you have left in place.

2. Our contract

The contractual relationship between you and a user of yOur APP/Website is important if you are to avoid being deemed to be involved in any transaction between a buyer and a seller.

This paragraph is concerned with the basics of what each side is expected to do and not do. Edit to suit your business model.

3. Your account and personal information

Edit as required. We have no other comment.

4. The buying procedure

This is the story of how your system works. It must be set down to match the reality. It is also important that your sellers are bound to comply with whatever terms you place here.

5. Security of your credit card

This short paragraph is intended primarily to re-assure your customer or client that you are careful with his money. It makes clear however that you are not responsible for credit card problems because you do not handle them.

For payment you may have various alternatives like the PayPal and cheque. Edit this paragraph accordingly

6. The guarantee

This provision is very much an option. You can take it on in a suitable form or you can delete the last sub paragraph so that it becomes binding on you. Or you can delete the entire paragraph.

7. Products returned

The Consumer Guarantees Act 1993 as amended gives you rights if goods you buy are faulty or unsatisfactory. You can ask for a free repair, replacement or refund, but you are not always entitled to one. For example, the consumer guarantees do not apply if you got what you asked for but simply changed your mind, found it cheaper somewhere else, decided you did not like the purchase or had no use for it.

8. How we handle your Content

It is a question of balance and maybe how your buyers will react. You are free to delete all or any of it.

This particular paragraph covers a sensitive issue. You should edit to suit the way you operate your business. You need to provide a balance between making precise promises which could trip you up on the one hand and giving a tight enough framework to convince doubters that you will not sell their data. You should also make sure you have the current Net Lawman privacy policy in support.

9. Restrictions on what you may Post to Our APP/Website

This and the following three paragraphs relate directly to aspects of the interface between you and your buyers. The more they are allowed to enter data, upload, download, leave messages, and so on, the greater your risk. You cannot stop a criminal by a term in a document, but you can make clear

to regular users, before and after the event, that you will take a tough line for bad behaviour.

This paragraph has two purposes: the first is the obvious and named purpose of preventing damage to yOur APP/Website and establishing a contractual obligation by your site users not to do so. Secondly, it may assist in protecting you from civil or criminal charges for which you may otherwise be liable as a result of what someone else posts to yOur APP/Website.

No matter what you put in this paragraph, there is no certainty that you may not be the subject of some sort of attack or other problems. However, we do think it is worth providing a full and strict policy. By doing so, you have the best possible defence against anyone who claims he has been insulted, injured, defamed, or whatever.

Of course, anyone who wishes to continue to use your services will comply.

We have provided a vast menu of possibilities. We suggest that you edit this paragraph in line with the perceived extent of your risk.

10. Your Posting: restricted content

This paragraph continues in the vein of the previous one. As you see, we intend to make clear that certain other activities are prohibited. We have separated it because it is an area of common problems. The clearer you make it, the less likely you are to encounter problems.

11. Removal of offensive Content

This paragraph is targeted at anyone who is aggrieved by your site content. He may or may not be one of your customers. By stating and following this policy you will reduce the chance of any claim for defamation, breach of copyright, and so on. Depending on how you attract acceptance of the terms generally, this paragraph may not be enforceable against a visitor who has not explicitly agreed to these T&C (for example, visitors who are not subscribers).

12. Security of Our APP/Website

There is an intentional overlap here with the paragraph on restrictions on posting. Your need for this provision also depends on the extent to which users are able to post content of any sort. Delete provisions which are stronger than you need.

13. Copyright and other intellectual property rights

We have no comment

14. Interruption to the Service

This may be important. We advise you to leave as is.

15. Our disclaimers

Disclaimers are not always binding. The law is complicated and much depends on the facts of each case. Our best advice to you is to include these disclaimers so far as they apply to your business, but do not expect that you can conduct your business with disregard to the law.

16. Indemnity

We suggest no edits.

17. Miscellaneous matters

A number of special points. Unless you have a good reason to delete any one of these, we recommend that they should remain as drawn.

End of notes



Abarn APP/Website terms and conditions – Seller side

Marketplace for Goods

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These terms and conditions are the contract between you and Abarn ("us", "we", etc). By visiting or using Our APP and/or APP/Website, you agree to be bound by them.

Abarn is a trade name of WEI Group Ltd, company number 3414571 incorporated in New Zealand.

1. Definitions

"Content"	means the textual, visual or audio content that is encountered as part of your experience on Abarn. It may include, among other things: text, images, sounds, videos and animations. It includes content such as advertising material, and all other product or service related material Posted by you.
"Abarn"	means any APP/Website of ours, and includes all web pages controlled by us.
"Post"	means place on or into Abarn any Content or material of any sort by any means.
"Product"	means any item offered for sale by you on Abarn, whether physical goods or downloads.
"Service"	means all of the services available from Abarn, whether free or charged.

2. Our contract

- 2.1 The relationship between us is solely that:
 - 2.1.1 in consideration of a fee charged by us, we provide for you an Internet market place as an arm's length contractor.
 - 2.1.2 we act as your agent solely in the collection of money paid by your buyer.
 - 2.1.3 we are not partners or joint ventures.

- 2.2 If you place a Product for sale on Abarn, you do so subject to these terms.
- 2.3 When you place a Product on Abarn, you will be bound to provide all the information required by the Fair Trading Act 1986 and the Consumer Guarantees Act 1993 as amended.
- 2.4 Although we are not a party to your contract with a buyer introduced to you via Abarn, we shall remove your Products from offer if a customer or site visitor has a valid complaint against you.
- 2.5 We may change this agreement in any way at any time. The version applicable to your contract is the version which was Posted on Abarn at the time that the contract was made.
- 2.6 Subject to this agreement and to the procedures set out on Abarn, you may enter a Product for sale through Abarn.

3. Your Product placement

You agree that you will:

- 3.1 not place any Product for sale which is not of merchantable quality or which requires for its setup or use a level of technical expertise which is not fully explained to a customer before purchase.
- 3.2 immediately to remove from sale on Abarn any Product which for any reason, you are unable to supply.
- 3.3 not re-place any Product we remove from offer for sale.

4. Delivery

- 4.1 Deliveries of hard copy and physical Products will be made from your premises, by post or by a carrier instructed by you subject to the contract between you and your customer.
- 4.2 You will notify both the customer and Abarn by email or text message or inhouse chat message Abarn at the time of sending, that the Product has been despatched and of the expected delivery time.
- 4.3 If at any time, any customer notifies you of non-delivery within the time scale offered by you on Abarn, you will investigate immediately and tell

the customer that you are doing so, what you are doing, and when you expect to be able to deliver the Product.

- 4.4 If it is apparent that a customer has not received a Product within 5 days of the expected delivery date, you will refund money paid, including any delivery charge. This is a condition of your contract with us because our reputation, as well as yours, is at stake in those circumstances.
- 4.5 Complaints: Abarn, on your behalf, may respond to complaints by your Customers about Products sold by you via Abarn App/Website.

5. Products returned

You agree that you will at all times:

- 5.1 reply promptly and in any event within 24 hours to any customer message or other correspondence;
- 5.2 You are responsible for costs related to the reimbursement of your Customers in the event any such Customer(s) request a refund for unsatisfactory Item(s), missing Products, incorrect Products or incorrect orders (including, without limitation, any costs associated with retrieving any such unsatisfactory Item(s), Products or orders, if applicable). Without limitation to the foregoing, you agree that Abarn, may, acting reasonably, wholly or partially deduct refunds from the payment made to you under this Agreement, by debiting the payment method or your bank account on record or otherwise seeking reimbursement from you by other available collection methods. You authorise Abarn to use any or all of the above methods to seek such adjustments and reimbursements. By agreeing to this Agreement, you give Abarn their Affiliates express consent to adjust payments collected on your behalf as set out in this clause 6.2. (added format from Abarn)
- 5.3 comply with the law relating to all aspects of the contract between you and your customer, relating in particular your obligations to provide full information and accept cancellation and returns. However, you may also offer more favourable terms to your customers as per your own returns and refunds policy set out on Abarn or otherwise in your terms and conditions.

- 5.4 when you have an obligation to return money to a customer for any reason, you will do so immediately, as provided by the returns & refunds policy set out on Abarn;
- 5.5 in the event that a Product ordered is not available, you will immediately tell your customer and replace with products of the same value or the refund any money paid if your customer does not want any replacement.
- 5.6 comply with the Abarn procedures relating to satisfaction of an order, Products returned and payment, as set out on Abarn from time to time.
- 5.7 please provide information to us in respect of any claim for non-delivery and any dispute as to payment, so as to enable us to identify the possibility of fraud.

6. The selling procedure

- 6.1 Abarn is not responsible for the fulfilment of your contract to sell a Product.
- 6.2 You agree that a contract to sell a Product offered by you is a firm and binding contract as soon as your customer's payment has been accepted by our payment service provider.
- 6.3 Subject to discounts and promotions, Products are offered for sale at a fixed price. GST may be due and will be either included in the price or shown separately. If not shown, it will not be charged.
- 6.4 All Products may be subject to a delivery charge which will be shown at the pay point. The delivery charge will be fixed by you for each item offered for sale. It may be changed at your discretion. Once you have sold a Product, the delivery charge offered by you at the time of purchase cannot be increased.
- 6.5 Food Products: You will provide all hot P Products at a temperature of at least 60 °C and all cold Products at a temperature of less than 5 °C (the "Safe Temperature Range"). You will determine any quality, portion, size, ingredient or other criteria that apply to the Items ("Criteria") and you are solely responsible for ensuring that your Products meet such Criteria when they are made available via Abarn. In the event that you fail to prepare Products within the Safe Temperature Range or if any Products are inconsistent with the Criteria (each, a "Substandard Products"), Abarn is under no obligation to

make such Substandard Products available for sale via the Abarn App/Website. Products that contain or may contain an endangered species will be removed from the Abarn App/Website.

- 6.6 Products will be offered for sale and sales made, subject to the terms and conditions applicable to buyers. You accept and endorse these terms and agree to comply in all respects with the corresponding obligations of a seller. You may view the buyer's conditions on Abarn at any time.
- 6.7 Nutritional Information: If you make nutritional information for Products, including without limitation, notifications about ingredients, calorie count or allergen information, available to view in the Abarn App/Website, you will ensure, and you hereby represent and warrant that, such information is accurate, complete, not misleading and complies with all applicable Laws.
- 6.8 We shall send you a message by email at the time of each sale, providing full information about that sale.
- 6.9 You agree to provide an adequate stock of any Product placed by you for sale through Abarn and to tell us, through your control panel, if at any time your supply is exhausted.
- 6.10 You agree that Abarn may make available to your Customers on your behalf a receipt and/or tax invoice for Product(s) (including delivery services related to such Products) and delivery they purchased from you via Abarn APP/Website.

7. Goods and services tax

- 7.1 Fees and commissions specified on Abarn are exclusive of GST.
- 7.2 If you are located in New Zealand, we will show and retain the amount of GST due on our charge for our services in addition to the amount of commission due to us.
- 7.3 If you are located in New Zealand, and you provide a valid New Zealand GST registration number, we will not charge or deduct GST from sums due to you.

- 7.4 Abarn has the right to demand additional information about your business so far as it may affect your GST registration, at any time, from you or from a governmental authority.

8. Our commission and payment to you

- 8.1 We sell your Product at the price you place on it, subject to these terms and also the requirements we set out on Abarn from time to time.
- 8.2 You authorise and agree that Abarn may facilitate the collection of payments from your Customers;
- 8.3 You agree that payment made by your Customer to Abarn shall be considered the same as payment made directly by your Customer to you;
- 8.4 You are solely responsible for providing Abarn with, and maintaining, accurate bank account information;
- 8.5 You agree that if you do not receive payment from Abarn, you will only have recourse against Abarn;
- 8.6 You agree that Abarn may, from time to time, request information from you to confirm your identity as may be necessary under any applicable compliance obligations before remitting any amounts to you and may refuse to process amounts owed to you if there is a legal or regulatory risk or potential breach of Law or regulation associated with such remittance to you;
- 8.7 You agree that Abarn may describe or otherwise reflect the terms of this clause 8, and any related portions of the applicable Addendum or this Agreement, in any terms of use, receipts, disclosures, or Notices that may be deemed necessary or prudent; and
- 8.8 agree, if reasonable, that Abarn may adjust the remittance of Product Payment collected on your behalf for reasons including, but not limited to, Promotion costs, refunds owed to your Customers, failure to fulfil an Product as ordered, making a correction on an Product and failure to include an Product as ordered.
- 8.9 Our fees and commissions are payable on demand. You irrevocably authorise us to deduct them from sums paid to us by your buyer. We will) will remit to you the total (i) Item Payment earned by you, (ii) less (1) the Commission and applicable taxes; and (2) any refunds given to

your Customers, Damage Fees (as described below) and costs of Promotions (such final remitted amount being the "Item Revenue"). The Item Revenue will be remitted on weekly basis.

- 8.10 Abarn selling system is an automated system which can be followed by you through a "control panel".
- 8.11 The proportion of each sale receipt retained by us is as agreed by us in writing.
- 8.12 Where our commission is based on a percentage of the sale price, you may not artificially inflate the delivery charge and reduce the price of the Product in order to reduce our commission. If we believe that you do so, we may immediately cease to deal with you.
- 8.13 Payment Processing Errors: Abarn reserves the right, in its sole discretion, to seek reimbursement from you if Abarn discovers payment processing errors. Abarn may deduct from the Item Revenue prior to remitting such Item Revenue to you until you have paid the correct amount to Abarn, debit your card on file or your bank account on record or seek reimbursement from you by any other lawful means. You authorise Abarn to use any or all of the above methods to seek reimbursement.
- 8.14 All fees under this agreement are specified in, and shall be paid in, New Zealand dollars.
- 8.15 We will send you an invoice for our charges.
- 8.16 If we do or could earn interest on any cash balance in our control for the period between payment by a customer and our accounting to you, we are free to keep that interest and have no obligation to account for it to you.
- 8.17 If an action by a buyer results in a charge back to our account, you agree that we may deduct the sum charged back together with any fee paid to our service provider and bank, from any sum due to you, at or after that time.
- 8.18 If you or we accept any cancellation and consequently refund money to a customer, we are not obliged to repay commission to you.
- 8.19 If in our discretion we believe that your performance as a seller results in a significant number of charges back and / or buyer disputes or if we believe you are in breach of this agreement, we are free to hold back

payments to you until we are satisfied that disputes have been settled and / or breach rectified.

9. Advertising your Product

If you accept our offer to advertise market or promote your product, the following conditions apply.

- 9.1 We may use the services of a specialist Internet marketing business associated with Abarn.
- 9.2 Abarn may showcase the availability of your Products via the Abarn App/Website through various promotional activities. Abarn may take video and still images for marketing and other efforts related to the Abarn App/Website. You agree that Abarn Photographs (including, without limitation, all Intellectual Property rights therein) are and will remain the sole and exclusive property of Abarn. Additionally, you may provide videos, still images or other materials to Abarn (“Merchant Marketing Materials”) for use in connection with the display of your Products on the Abarn App. You hereby grant to Abarn a non-exclusive, perpetual, royalty free right to use and display such Merchant Marketing Materials in connection with your Products and other promotional activities relating to Abarn App/Website.
- 9.3 Without prior consent of the other; neither we nor you will contract with any other person or company for specialist services. Here your obligation is limited to the extent of the price charged and due to us.
- 9.4 The price charged to you will include all payments we make to others.
- 9.5 The cost of work ordered by you is payable in full, in advance. If you so request us, by indication on Abarn, we will deduct the cost from your account.
- 9.6 We give no guarantee as to the success of any advertising placed.
- 9.7 We shall receive no secret commission on advertising services. But note that the service supplier is associated with us.
- 9.8 Abarn may authorise you to use certain automated tools that allow you to feature Promotions to your Customers through the Abarn App/Website. “Promotions” means short-term offers that are created and fulfilled by you that are intended to stimulate Customer demand through the Abarn App/Website (e.g., discounts and special offers). All

Promotions will be subject to Abarn's prior written approval. You acknowledge and agree that you are solely responsible for fulfilling and, subject to technical and functional limitations of the automated tools, defining the Promotions offered by you to your Customers, and Abarn to deduct the costs of the Promotions from the Product Payment.

- 9.9 Except as may be expressly set forth in this Agreement or an applicable Addendum or agreed by the parties in writing, the parties may not issue a press release, or otherwise refer to the other parties in any manner, with respect to this Agreement or otherwise, without the prior written consent of such other party.

10. Your Product warranties

- 10.1 You warrant that any Product you place on Abarn for sale:
- 10.2 is not: illegal, obscene, abusive, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to any third party;
- 10.3 does not offend against the law of any country whose citizens might purchase it;
- 10.4 is not intended primarily to advertise any business, except your business.
- 10.5 You warrant that you own the copyright of any Content you place on Abarn for sale, or that you have the permission of the copyright owner:
- 10.6 to enter or upload that Content;
- 10.7 to receive the net proceeds of such sales as arise.
- 10.8 it has full power, authority and legal capacity to enter into this Agreement and perform its obligations hereunder and has taken all necessary corporate and other action to authorise the execution, delivery and performance of this Agreement in accordance with its terms;
- 10.9 it is duly organized, validly incorporated, existing, and in good standing under the Laws of the jurisdiction of its origin;

- 10.10 it has not entered into, and during the Term will not enter into, any agreement that would prevent it from complying with or performing its obligations under this Agreement (in your case, including without limitation, any exclusive agreements with any third parties for the availability of food, beverage and/or other products via a technology platform);
- 10.11 it is able to pay its debts as and when they fall due, it is not taken under applicable Laws to be unable to pay its debts, and it has not stopped or suspended, or threatened to stop or suspend, payment of all or a class of its debts;
- 10.12 it will comply with all applicable Laws and regulations in its performance of this Agreement (including without limitation all applicable data protection Laws); and
- 10.13 the content, media and other materials used or provided as part of this Agreement shall not infringe or otherwise violate the Intellectual Property rights, rights of publicity or other proprietary rights of any third party.

11. How we handle your Content

- 11.1 If you Post Content to any public area of Abarn it becomes available in the public domain. We have no control who sees it or what anyone does with it.
- 11.2 [You now irrevocably authorise us to publish feedback, comments and ratings about your Products, services and activity through Abarn, even though it may be defamatory or critical].
- 11.3 We will use that licence only for commercial purposes of the business of Abarn and will stop using it after a commercially reasonable period of time.
- 11.4 Posting content of any sort does not change your ownership of the copyright in it. We have no claim over it and we will not protect your rights for you.
- 11.5 You understand that you are personally responsible for your breach of someone else's intellectual property rights, defamation, or any law, which may occur as a result of any Content having been Posted by you;

- 11.6 You accept all risk and responsibility for determining whether any Content is in the public domain and not confidential.
- 11.7 Please notify us of any security breach or unauthorised use of your account.

12. Restrictions on what you may Post to Abarn

We invite you to Post Content to Abarn for marketing your products and services and in other ways. We have to regulate your use of Abarn to protect our business and our staff, to protect other users of Abarn and to comply with the law.

We do not undertake to moderate or check any item Posted.

You agree that you will not use or allow anyone else to use Abarn to Post Content or undertake any activity which is or may:

- 12.1 be unlawful, or tend to incite another person to commit a crime;
- 12.2 be obscene, offensive, threatening, violent, malicious or defamatory;
- 12.3 be sexually explicit or pornographic;
- 12.4 be likely to deceive any person or be used to impersonate any person, or to misrepresent your identity, age or affiliation with any person;
- 12.5 use a Posting to solicit responses unconnected with the purpose of Abarn or the terms proposed by this agreement.

13. Your Posting: restricted content

In connection with the restrictions set out below, we may refuse or edit or remove a Posting which does not comply with these terms.

In addition to the restrictions set out above, a Posting must not contain:

- 13.1 hyperlinks, other than those specifically authorised by us, as explained on Abarn.
- 13.2 keywords or words repeated, which are irrelevant to the Content Posted.

13.3 the name, logo or trademark of any organisation other than yours.

13.4 inaccurate, false, or misleading information.

14. Security of Abarn

If you violate Abarn, we shall take legal action against you.

You now agree that you will not, and will not allow any other person to:

14.1 modify, copy, or cause damage or unintended effect to any portion of Abarn, or any software used within it.

14.2 link to our site in any way that would cause the appearance or presentation of the site to be different from what would be seen by a user who accessed the site by typing the URL into a standard browser;

14.3 download any part of Abarn, without our express written consent;

14.4 collect or use any product listings, descriptions, or prices;

14.5 collect or use any information obtained from or about Abarn or the Content except as intended by this agreement;

14.6 aggregate, copy or duplicate in any manner any of the Content or information available from Abarn, other than as permitted by this agreement or as is reasonably necessary for your use of the Services;

14.7 share with a third party any login credentials to Abarn.

15. Copyright and other intellectual property rights

15.1 All content on Abarn, is the property of either us or our affiliates or suppliers of products for sale. It is all protected by international copyright laws.

15.2 You may not copy, modify, publish, transmit, create derivative works from, or in any way exploit any of the content, except as is expressly permitted in this agreement or with our written consent.

- 15.3 For the sake of good order you should note that copyright exists in compilations and graphic images, shapes and styles, as well as in raw text.

16. PRIVACY AND DATA

- 16.1 Definition. “Personal Data” means any information relating to an identified or identifiable natural person (‘data subject’); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
- 16.2 Compliance with applicable laws. You represent and warrant that you are in compliance, and shall remain in compliance during the Term of the Agreement, with all applicable local, city, state, federal, national, and international laws, rules and regulations relating to data protection, privacy, encryption, identity theft, data breach, consumer protection, and data security, and any applicable industry standards relating to privacy and data security.
- 16.3 Limitation on Data Processing.
- 16.3.1 You agree to use, disclose, store, retain or otherwise process Personal Data provided to you by Abarn and/ (“Abarn Personal Data”) solely for the purpose of providing Items under this Agreement.
- 16.3.2 Without limiting any other provision of this Agreement, including any provision in this clause 16, you will not merge any of the data collected or otherwise obtained in connection with this Agreement (including, without limitation, any Abarn Personal Data) with other data collected from any source or otherwise use any of the data collected or obtained in connection with this Agreement (including, without limitation, any Abarn Personal Data) for the purpose of
- 16.3.3 re-identification, targeted marketing, analytics or any other similar purpose.

- 16.3.4 You agree to retain and access Abarn Personal Data solely by using the software and tools licensed to you for no consideration by Abarn.
- 16.3.5 You agree that you will not separately collect or make a copy of Abarn Personal Data unless necessary for the purpose of providing Items under this Agreement or with Abarn agreement in writing.
- 16.3.6 You shall take reasonable steps to maintain the accuracy, security and integrity of any Abarn Personal Data in your possession, custody or control.
- 16.4 Information Security: You shall make reasonable security arrangements (including, where appropriate, physical, administrative, procedural and information & communications technology measures) to prevent unauthorised or accidental access, collection, use, disclosure, copying, modification, disposal or destruction (or other similar risks), of the data collected or otherwise obtained in connection with this Agreement (including, without limitation, any Abarn Personal Data), the Abarn APP/Website and related Abarn Services, including any password, login or key information.
- 16.5 Onward Transfers. To the extent that Abarn and/or you transfers the other party's Personal Data outside the European Economic Area or to a jurisdiction where a European Commission positive adequacy decision under Article 25(6) of Data Protection Directive is not in force and covers such a transfer, the respective party shall be responsible for ensuring that any such onward transfer to third parties, including affiliates, employees, officers and/or consultants of such parties, takes place with an adequate level of protection as required by the GDPR (Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data).
- 16.6 Aggregated Data: You acknowledge that Abarn may use aggregate, anonymized data relevant to your transactions related to the Abarn Services ("Aggregate Data"). If you allow a third party to provide technology services to yourself in connection with your obligations under this Agreement, then Abarn may share Aggregate Data with such third party to enable the provision of services to you.

17. Interruption to the Service

- 17.1 We give no warranty that the Service will be satisfactory to you.
- 17.2 We will do all we can to maintain access to Abarn, but it may be necessary for us to suspend all or part of our Service for repairs, maintenance or other good reasons. We may do so without telling you first.
- 17.3 You acknowledge that our Service may also be interrupted for reasons beyond our control.
- 17.4 You agree that we are not liable to you for any loss whether foreseeable or not, arising as a result of interruption to our Service.

18. Our disclaimers

- 18.1 We are not responsible for any business loss (including loss of profits, revenue, contracts, anticipated savings, data, goodwill or wasted expenditure) or any other indirect or consequential loss whatever.
- 18.2 We are not liable in any circumstances for damages resulting from loss of use, loss of data or loss of revenues or profits, whether in an action of contract, negligence or otherwise, arising out of or in connection with your use of Abarn.
- 18.3 Abarn and Services are provided "as is". As to Abarn and Services, we make no representation or warranty of any kind, express or implied, including, without limitations, warranties:
 - 18.3.1 as to fitness of Abarn and Service for a particular purpose;
 - 18.3.2 as to availability and accessibility, without interruption, or without error;
 - 18.3.3 any obligation, liability, or remedy in tort whether or not arising from our negligence.
- 18.4 You now expressly release us from any and all claims and liability known and unknown, arising in any way from a dispute between you and a buyer.

19. Your indemnity to us

You agree to indemnify us against all loss and expense, including legal fees and management time related in any way to:

- 19.1 a claim by any person in respect of any Product;
- 19.2 protecting the reputation of our business by our making a payment to a customer of yours in circumstances where you have failed to make that repayment or otherwise comply with your contract with that customer.
- 19.3 any cost to us arising from a decision by us to comply as your agent, with any obligation of yours, whether or not we have your permission, arising out of any regulation or law, including:
 - 19.3.1 the deletion or amendment of any text or other content you have placed on Abarn;
 - 19.3.2 any payment we make on an ex gratia basis, arising from a contract between you and a buyer;
- 19.4 legal or other fees we incur in defending a claim or the imposition of a fine or penalty;
- 19.5 our management time in dealing with any failure or alleged failure by you to comply with any relevant regulation or law.

20. Miscellaneous matters

- 20.1 You undertake to provide to us your current land address, e-mail address, telephone number as often as they are changed together with all information that we may require to enable us to fulfil our obligations under this contract.
- 20.2 So far as any time, date or period is mentioned in this agreement, time shall be of the essence.
- 20.3 If any term or provision of this agreement is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.

- 20.4 For the purposes of the Privacy Act 1993 as amended you agree to the processing of your personal data (in manual, electronic or any other form) relevant to this agreement, by us and/or any agent or third party nominated by us (and bound by a duty of confidentiality). Processing includes but is not limited to obtaining, recording, using and holding data and includes the transfer of data to any country in any part of the World.
- 20.5 If you are in breach of any term of this agreement, we may:
- 20.5.1 publish all text and Content relating to the claimed breach, including Abarn and email address and all correspondence between us and our respective advisers; and you now irrevocably give your consent to such publication.
 - 20.5.2 terminate your account and refuse access to Abarn;
 - 20.5.3 remove or edit Content, or cancel any order at our discretion.
- 20.6 Any obligation in this agreement intended to continue to have effect after termination or completion shall so continue.
- 20.7 No failure or delay by any party to exercise any right, power or remedy will operate as a waiver of it nor indicate any intention to reduce that or any other right in the future.
- 20.8 You agree that all our electronic communications satisfy any legal requirement that such communications be in writing.
- 20.9 Any communication to be served on either of us by the other shall be delivered by hand or sent by first class post or recorded delivery or by e-mail.

It shall be deemed to have been delivered:

if delivered by hand: on the day of delivery;

if sent by post to the correct address: within 72 hours of posting;

If sent by e-mail to the address from which the receiving party has last sent e-mail: within 24 hours if no notice of non-receipt has been received by the sender. *(Take care before agreeing to accept service by e-mail. It may be convenient, but you could miss or accidentally delete the message)*

- 20.10 In the event of a dispute between us, then, if we so ask, you undertake to attempt to settle the dispute by engaging in good faith with us in a process of mediation before commencing arbitration or litigation.
- 20.11 This agreement does not give any right to any third party.
- 20.12 We shall not be liable for any failure or delay in our performance of this agreement which is caused by circumstances beyond our reasonable control, including any labour dispute.
- 20.13 In the event of any conflict between any term of this agreement and the provisions of the constitution of a limited company or any comparable document intended to regulate any other corporate or collective body, then the terms of this agreement shall prevail.
- 20.14 This agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is hereby expressly excluded.
- 20.15 The validity, construction and performance of this agreement shall be governed by the laws of New Zealand.

Explanatory Notes:

APP/Website terms and conditions template: marketplace for goods; seller side

Paragraph Specific Notes:

Drafting notes following the numbered paragraphs

1. Definitions

We do not know exact terms of your business, so we cannot provide you with defined terms which precisely describe what you offer through yAbarn. Most visitors/users do not read your terms (even if they have to "tick the box"). The people who do take the trouble to read them are likely to be the sort of people who expect the same attention to detail from you as they themselves give to their purchase of your goods or services. It therefore helps you to obtain their business if your terms are accurate and friendly. If you do change the defined word, **make sure it applies to every use of it in the document.**

We use

"Product"

"Abarn"

You decide to change to

"Mobile phones" / "Home wares"

"The Jones Site" / "The Site"

Remember too, that when a word or phrase is defined, the defined meaning when capitalised, takes precedence over the common meaning of that word or phrase.

You should first decide on the contents of the document, then return to check what definitions are needed and whether they really fit the text you have left in place.

2. Our contract

The contractual relationship in your business is particularly important if you are to avoid being deemed to be involved in any transaction between a buyer and a seller.

This paragraph is concerned with the basics of what each side is expected to do and not do. Edit to suit your business model.

3. Your Product placement

These ground rules make sure that you are in control of what is placed on your page.

4. Delivery

When a business accepts payment for products or services they must supply within the timeframe they have indicated or if no time was specified, within a reasonable time.

5. Products returned

The Consumer Guarantees Act 1993 as amended gives you rights if goods you buy are faulty or unsatisfactory.

Customers can ask for a free repair, replacement or refund, but they are not always entitled to one. For example, the consumer guarantees do not apply if you got what you asked for but simply changed your mind, found it cheaper somewhere else, decided you did not like the purchase or had no use for it. Most traders will already comply as a matter of efficient management. We suggest however that you provide a framework of minimum standards, even where the policy is set out on a "seller page" and not as part of your own material.

We have given you some ideas. The exact outcome is entirely up to you.

6. The selling procedure

This paragraph is entirely flexible. Edit to your business model.

7. Goods and services tax

We have no comment.

8. Our commission and payment to you

There are many ways in which you might arrange to be paid. Commission percentage on sales is the most common, but you could as easily use a fixed sum per sale or you could take no money and rely only on advertising. Edit as you wish.

9. Advertising your Product

You may not need this provision. It provides a framework for you to arrange promotions and special deals on seller's goods.

10. Your Product warranties

More protection for you and yAbarn! Delete if not relevant.

11. How we handle your Content

It is a question of balance and maybe how your sellers will react. You are free to delete all or any of it.

This particular paragraph covers a sensitive issue. You should edit to suit the way you operate your business. You need to provide a balance between making precise promises which could trip you up on the one hand and giving a tight enough framework to convince doubters that you will not sell their data. You should also make sure you have the current Net Lawman privacy policy in support.

12. Restrictions on what you may Post to Abarn

This and the following two paragraphs relate directly to aspects of the interface between you and users of yAbarn. The more they are allowed to enter data, upload, download, leave messages, and so on, the greater your risk. You cannot stop a criminal by a term in a document, but you can make clear to regular users, before and after the event, that you will take a tough line for bad behaviour.

This paragraph has two purposes: the first is the obvious and named purpose of preventing damage to yAbarn and establishing a contractual obligation by your site users not to do so. Secondly, it may assist in protecting you from civil or criminal charges for which you may otherwise be liable as a result of what someone else posts to yAbarn.

No matter what you put in this paragraph, there is no certainty that you may not be the subject of some sort of attack or other problems. However, we do think it is worth providing a full and strict policy. By doing so, you have the best possible defence against anyone who claims he has been insulted, injured, defamed, or whatever.

Of course, anyone who wishes to continue to use your services will comply.

We have provided a vast menu of possibilities. We suggest that you edit this paragraph in line with the perceived extent of your risk.

13. Your Posting: restricted content

When you allow other people to provide any material on yAbarn, you are at risk of claims by some person who believes he is prejudiced in some way. This paragraph makes clear that the person posting will be liable for any claim, and not you.

14. Security of Abarn

Your need for this provision depends on the extent to which users are able to post content of any sort. Delete provisions which are stronger than you need.

15. Copyright and other intellectual property rights

Breaches of copyright happen constantly. This paragraph simply draws attention to your rights and will strengthen your claim in the event that anyone uses your work.

16. Interruption to the Service

As a market place site, your sellers will suffer loss of business if your site crashes. We suggest you leave this paragraph as it is.

17. Our disclaimers

Exclusions of your liability. This paragraph refers to the service you give and has nothing to do with goods sold via yAbarn. Be careful what you delete.

18. Your indemnity to us

We suggest no edit.

19. Miscellaneous matters

A number of points which should be included in the agreement in order generally to minimise disruption and expense.

Unless you have a good reason to delete any one of these, we recommend that they should remain as drawn.

End of notes