New version applicable from 08-10-2026

WELCOME TO VINTED! LET'S GET STARTED WITH THE BASICS

PLEASE READ THIS USER TERMS OF SERVICE AGREEMENT (THE TERMS) CAREFULLY. THIS TERMS APPLIES TO (A) THE WEBSITE MADE AVAILABLE BY VINTED INC. (COMPANY, VINTED, OUR, WE, OR US) AVAILABLE AT https://www.vinted.com (THE WEBSITE), (B) COMPANY'S MOBILE APPLICATION (AN APPLICATION AND COLLECTIVELY, WITH THE WEBSITE, THE SITE (as defined in Section 1), AND (C) SERVICES (as defined in Section 1).

BY ACCESSING OR USING OUR SERVICES IN ANY WAY, BY CLICKING ON THE "ACCEPT" BUTTON, COMPLETING THE REGISTRATION PROCESS, MAKING INVENTORY AVAILABLE ON THE SERVICES AND/OR BROWSING THE WEBSITE OR DOWNLOADING OUR APPLICATION YOU REPRESENT THAT (1) YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THE TERMS, (2) YOU ARE OF LEGAL AGE TO FORM A BINDING CONTRACT WITH COMPANY, AND (3) YOU HAVE THE AUTHORITY TO ENTER INTO THE TERMS. THE TERM "YOU" REFERS TO YOU AS AN INDIVIDUAL. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS YOU MAY NOT ACCESS OR USE ANY OF THE SERVICES.

THE TERMS OF SERVICE INCLUDE (1) YOUR AGREEMENT THAT COMPANY HAS NO LIABILITY REGARDING THE SERVICES ("HOSTING PROVIDER - Section 18"); (2) YOUR AGREEMENT THAT THE SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTY ("DISCLAIMER OF WARRANTIES AND CONDITIONS"); (3) YOUR CONSENT TO RELEASE COMPANY FROM LIABILITY ("RELEASE"); AND (4) YOUR AGREEMENT TO INDEMNIFY COMPANY FOR YOUR USE OF, OR INABILITY TO USE, THE SERVICES ("INDEMNIFICATION").

DISPUTE RESOLUTION: PLEASE BE AWARE THAT SECTION "ARBITRATION AGREEMENT" CONTAINS PROVISIONS GOVERNING HOW TO RESOLVE DISPUTES BETWEEN YOU AND COMPANY. AMONG OTHER THINGS, SECTION "ARBITRATION AGREEMENT" INCLUDES AN AGREEMENT TO ARBITRATE WHICH REQUIRES, WITH LIMITED EXCEPTIONS, THAT ALL DISPUTES BETWEEN YOU AND US SHALL BE RESOLVED BY BINDING AND FINAL ARBITRATION. SECTION "ARBITRATION AGREEMENT" ALSO CONTAINS A CLASS ACTION AND JURY TRIAL WAIVER. PLEASE READ SECTION "ARBITRATION AGREEMENT" CAREFULLY.

UNLESS YOU OPT OUT OF THE AGREEMENT TO ARBITRATE WITHIN 30 DAYS: (1) YOU WILL ONLY BE PERMITTED TO PURSUE DISPUTES OR CLAIMS AND SEEK RELIEF AGAINST US ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION; AND (2) YOU ARE WAIVING YOUR RIGHT TO PURSUE DISPUTES OR CLAIMS AND SEEK RELIEF IN A COURT OF LAW AND TO HAVE A JURY TRIAL. ANY DISPUTE, CLAIM OR REQUEST FOR RELIEF RELATING IN ANY WAY TO YOUR USE OF THE SITE WILL BE GOVERNED AND INTERPRETED BY AND UNDER THE LAWS OF THE STATE OF DELAWARE, CONSISTENT WITH THE FEDERAL ARBITRATION ACT, WITHOUT GIVING EFFECT TO ANY PRINCIPLES THAT PROVIDE FOR THE APPLICATION OF THE LAW OF ANY OTHER JURISDICTION. THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXPRESSLY EXCLUDED FROM THIS AGREEMENT.

1 About you and us

Who we are. Hey there! We're Vinted INC. We are registered in Delaware and you can find us at 1000 N. West Street, Suite 1200, Wilmington, Delaware 19801, USA. In these Terms, Vinted, we, us and our refers to Vinted, INC. We also refer to Vinted Affiliates, which are all companies within our group.

What we do. We provide the following Services:

- operating and maintaining the Vinted marketplace (delivered via websites, applications and other platforms - altogether, our Site),
- other optional services for our Buyers and Sellers which are described below.

We are responsible for the Services we provide, within the limits of applicable laws and our commitments, and under the conditions set out in these Terms. As a hosting provider, we don't buy or sell Items on the Catalogue and aren't a party to any Transactions.

About you and our Users. You are one of our Users who:

- is a resident of the continental United States, Alaska, Hawaii or Puerto Rico,
- is at least 18 years old,
- has an Account,
- uses our Services for your personal benefit only and not for any professional purposes,
- has the capacity and rights to be able to carry out Transactions on the Site, and
- agrees to these Terms and the Catalog Rules.

The Site is intended for use by persons who are over 18 years old. If you are a parent or a guardian of a minor who is younger than 18 years old, you may decide to create an Account for the minor. By doing so, you accept these Terms on behalf of such a minor and you take full responsibility for the minor's use of the Site (including, when requested, any regulatory compliance verification or check) and acknowledge that the Site is intended for persons who are over 18 years old. This exception applies in relation to minors of at least 13 years old.

Your choice to buy and sell. Users can be:

- a Seller, who lists goods and items to sell (each, an Item) on an electronic catalog on our Site (the Catalog), and/or
- a Buyer, who can view, search and buy an Item or multiple Items as part of a bundle on the Catalog by clicking the buying button, providing their payment details and clicking the "Pay" button (a Transaction).

International Transactions. We may enable Users to engage in cross-border transactions. This means that:

- As a Buyer: The Terms of your country of registration on Vinted shall apply to the contractual relationship between you and the Seller. Any additional costs (including customs tax, sales tax on import, or other charges) will be shown at checkout.
- As a Seller: Your Items may be visible to Buyers located in countries other than your country of registration on Vinted. While your listings remain governed by these Terms, if you make a cross-border Transaction you are responsible for complying with the Terms, laws, and regulations of the Buyer's country of registration, including product safety, intellectual property, customs, and tax requirements. Some Items are not allowed to be listed in some markets, so you can check our International Transactions Policy for more details.

Where goods are shipped internationally, we may, at our discretion, arrange for a third party to act as the Importer of Record (IOR) on behalf of you as a Buyer. By purchasing goods through Vinted, you acknowledge and agree to the following:

- Authorization: You authorize Vinted or its designated third party to act as the Importer of Record for the purpose of customs clearance and compliance with applicable import laws and regulations in the destination country.
- Responsibility: While we may facilitate the importation process, you as a Buyer remain ultimately responsible for ensuring that the goods comply with all applicable laws, regulations, and import restrictions in the destination country.
- Customs Duties and Taxes: You agree to pay any applicable customs duties, taxes, and fees associated with the importation of goods. Where marketplace facilitator laws apply, we will collect and remit applicable sales tax based on the item itself as well as delivery address. When we collect tax, it will be included in the checkout. Vinted has a right to update tax calculation rules, including tax rates, if applicable law changes.
- Documentation: Vinted or its appointed agent may prepare and submit import documentation on behalf of you as a Buyer. You agree to provide any necessary information or documentation required to complete the import process.
- Limitations: Vinted does not guarantee the successful importation of goods and shall not be liable for any delays, refusals, or seizures by customs authorities. You as a buyer assume all risks associated with international shipping and importation.

Vinted is not liable for any non-compliance with your obligations for cross-border Transactions. Sellers and Buyers are responsible for complying with laws applicable to the purchase, sale, international shipping, including export and import laws.

More details for cross-border transactions are available in the International Transactions Policy, which forms part of these Terms.

2 About these Terms

About these Terms. These Terms and Conditions (the Terms) are a legal agreement between you and us and govern your use of our Site and Services. You agree to these Terms if you click the button indicating your acceptance when you register for a personal Vinted account (an Account) or when we notify you of updates to these Terms.

What bold words mean. If you see a capitalised term in bold, that's a defined term and we've provided you with the definition of what it means.

About Catalog Rules. The rules for the Catalog, including what Items you may list (the Catalog Rules), form the essential part of these Terms. It might happen though that something in these Terms contradicts something we say in the Catalog Rules. Then what we say in the Catalog Rules will take precedence over these Terms.

Other important information. We provide links to important and other helpful information in these Terms, including our Help Centre where you'll find answers to some of the most frequently asked questions from our Users. But if you can't find what you're looking for on our Help Centre (which we update regularly), please reach out to us by any method described below.

3 Some ways you can contact us

To report issues. If you find out that another User has done something illegal, violated someone else's rights or breached these Terms, you can notify us by:

- following the reporting procedure described here,
- filling out this form if you're specifically reporting illegal Items (such as Items that infringe intellectual property rights other than copyright), or
- submitting, in accordance to Digital Millennium Copyright Act (17 U.S.C. § 512), written notification to our Copyright Agent designated for Content that may infringe your copyright).

We'll try to help the affected party and will cooperate with local authorities if required.

To raise an issue with us. We hope you enjoy using our Services, but if there's a disagreement between you and us, please let us know by completing our contact form so we can try to resolve the issue as quickly as we can.

For other questions. To send us a question, you can email us at these addresses.

For questions or requests authorities can reach us out at the address included here.

WHAT ALL OUR USERS SHOULD KNOW

4 Becoming our User

How to create an Account. To create your Account and keep it secure, you'll need to provide us your email and choose a unique username and password. You will need to verify your email within 7 days, otherwise your Account will not be created. Disposable emails, email aliases or masked emails can't be used to create your Account.

Verification and security actions. During the Account registration process, and at any time during your use of our Services, we might ask you to:

- help us verify information on your Account (like your phone number, email or payment method),
- provide additional relevant information,
- remedy any incorrect or incomplete information on your Account, or
- answer security questions.

By this we verify that you are the person accessing your account and/or making transactions on the Site. These requests will be proportionate to the security concern we're trying to resolve. If the information you provide is incomplete or incorrect, or if you don't cooperate with our requests, we may not create your Account, take corrective measures or block your Account as described further below.

Account restrictions. You're allowed to have only one Account. But, if we block your original Account because someone unlawfully took it over, you can create a new Account for yourself.

Promotions. We might notify you about special offers, competitions, games or other kinds of promotions for some or all of our Users (a Promotion), depending on eligibility requirements we set. Certain features or functionalities of the Site may be temporarily altered or unavailable during a Promotion.

Third party websites and content. Certain features on our Site use tools and services that are provided by third parties and are governed by their terms and conditions. We'll provide you with a link to that third party's terms and conditions so you can review and accept their agreement before using these features. These third party tools, services and sites are not under our control, and we are not responsible for their content or how they operate.

How we'll present information. To provide our Users with the best experience, we may reorganise the Catalog, advertising spaces or other information on the Site. These changes won't affect Content you provide or our obligations under these Terms. More information about how to retrieve information about advertisements can be found here.

5 Using information you share with us

How we use your personal data. We will process your personal data to fulfil our obligations and rights under these Terms and provide you with our Services. Please read our Privacy Policy for more information about how we collect, store, use and protect your personal data. We put a lot of effort to protect your personal data, but even the strongest security measures can't always shield against cyberattacks and guarantee that unauthorised third parties won't find a way to access or affect your personal data. Therefore please consider what personal data or other information you provide us with as it is at your own risk.

How we can use your Content. Your Content comprises any content (including but not limited to listings photographs, videos, descriptions) that you upload, submit or provide when using our Services (**Content**).

By uploading your Content, you all grant us and Vinted Affiliates a worldwide, non-exclusive, royalty-free (i.e. free of any payments by us to you), perpetual (or during the applicable rights' duration), transferable, sub-licenceable licence to use your Content. This licence allows us to: (i) use,

reproduce, process, analyse, translate, copy, display, modify, create derivative works from Content; (ii) adapt Content for various purposes, including operational, commercial, marketing and promotional, and for development and improvement of artificial intelligence (AI) and machine learning models, algorithms to improve our Services and products; (iii) display Content across various digital platforms and media (known or unknown) i.e. in banners and articles, on other websites and on social networks like Facebook, TikTok, Instagram.

Opt-out of Marketing Use - you may choose to stop featuring your Content for marketing campaigns at any time by adjusting this in your Account settings.

6 What you must and must not do

You must. We want to provide our Services in a safe, trusted and secure environment for all Users browsing the Site, but a User's actions and behaviour can negatively impact this objective. To allow us to achieve a safe and secure environment, you agree to do the following when you use our Site and Services:

- comply with these Terms and applicable laws,
- provide us with truthful, accurate and up-to-date information about yourself and immediately update your Account if your information changes (like your home address),
- keep your Account login details and password confidential and tell us if you think someone might have unlawfully taken over your Account,
- only share information from the Site with third parties, including on social media, if allowed by the Site's "Share" button,
- remain responsible for and have all rights to your Content, and
- warrant you have all sufficient and valid rights to sell Items you are offering for sale to the Buyers where such Item is offered.

You must not. When creating an Account or using the Site or Services, you agree you will not:

- do anything illegal, unethical, contrary to public security or that infringes our or someone else's rights (like their privacy, confidential information or intellectual property),
- use any kind of external software tools (including but not limited to: bots, scraping programs, crawling programs, spiders) when registering on the Site and/or when using the Site and/or Services (including but not limited to: for the purpose of promoting Items, adding Items to favourite), unless such a use is authorised, offered or in any other way allowed by us,
- use any external software tool that could disrupt the normal operation of the Site or Services or infect or damage another User's computer,
- adapt, copy, edit, distribute or commercialise any content on the Site without our prior written consent,
- data mine, screen scrape, crawl, disassemble, decompile or reverse engineer any part of the Site,

- publish Content that praises, promotes, encourages or incites terrorism, racism, revisionism, xenophobia, homophobia, sexism, hate speech, discrimination, human trafficking, organized crime, illegal organizations, self-injury, suicide, torture, cruelty to animals, apology of war crimes, sexual exploitation of children and/or adults, cults or other unlawful content,
- delete and re-list the same Item multiple times or multiple Items in bulk,
- collect, hold or disclose information you obtained illegally that relates to other Users, their Content or their actions on the Site, or any information appearing on our Site if it might affect the rights of other Users,
- promote other websites or companies via advertisements on our Site.

You can check more on our community standards here.

7 Our rights to handle concerns

Taking corrective actions. To keep the Site safe and secure for Users, we may take corrective actions if your Content, Items, or activity on the Site is unlawful, a threat to public security, or violates in any way these Terms or the Catalogue Rules.

These corrective actions can include sending you a warning or removing an Item from the Catalogue, hiding or removing Content, blocking a feature on your Account (like messages), blocking temporarily or definitively your Account. Where applicable, where there's a real threat to someone's life or safety, local authorities might be notified too.

You can check here to find more information about hiding or removing the listings.

We may sometimes use automated tools to detect and act on these issues, and we may also act after being notified by third parties such as relevant authorities. Whatever action we take will be proportional to the violation, and we'll consider the legitimate interests of other Users too.

Blocking your Account. If we block your Account temporarily or definitively, this means:

- you won't be able to use the Site except to contact our customer support team (Customer Support),
- your Items will be delisted from the Site and taken off the Catalogue,
- we won't refund you for any additional services you bought from us and may still be using,
- you can complete any pending Transactions and Payouts, but if your Account is blocked because of security or fraud concerns raised by a Vinted Wallet Provider, 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, the following consequences may occur:
    - your pending Transactions might be cancelled and all fees paid by the Buyer would be refunded to the Buyer, and/or
    - your ability to make a Payout might be restricted,
- we may reject your compensation claim (if the reason for blocking was because of your fraudulent or other unlawful activity and/or abusing our compensation policies), and
- we may prevent you from creating a new Account on the Site.

You can check here to find more information on blocking.

Statement of reasons. We will inform you in writing if we take a corrective action. The notification will inform you of your right to appeal the decision.

However, we won't provide you with this information if doing so would violate the law or direction of a legal authority, is prohibited by a Vinted Wallet Provider or Payment Processor, disrupt a fraud investigation or enable fraud to continue or be considered a serious breach of these Terms or a Vinted Wallet Provider's terms and conditions.

Your options for recourse. You can challenge our decision to take any corrective action by submitting an appeal through our system. To do this, click the link in the statement of reasons we sent you (if we blocked your Account or took a corrective action listed above) or other communication we sent you (if you had notified us about a non-compliant Content or Account). We'll review your appeal as soon as we can under the supervision of qualified staff.

If your Content was removed due to a copyright removal request and you believe it's because of a mistake or misidentification, you can submit to our designated Copyright Agent a counter notification.

8 How to set up a Vinted Wallet

About Vinted Wallets. You can create a Vinted Wallet, which is an electronic wallet available on the Site. You can use your Vinted Wallet to:

- receive and store funds for an Item you sell,
- buy an Item from another User using funds in the Vinted Wallet (if this payment method is available on the checkout page),
- transfer funds from your Vinted Wallet to your personal bank account (a Payout), or
- purchase optional Services available to Buyers and Sellers.

Who needs one? Any User can set up a Vinted Wallet following the steps below. If you're a Seller, you'll need to create a Vinted Wallet within 5 calendar days of making your first sale.

How they're provided. Vinted Wallets is a payment service which is provided by our regulated third-party payment service provider (a Vinted Wallet Provider):

- ADYEN N.V., a licensed bank in the Netherlands which is regulated by the Central Bank of the Netherlands (De Nederlandsche Bank), registered as a public company in the Netherlands under company number 34259528 whose registered office is at Simon Carmiggeltstraat 6-50, 1011 DJ, Amsterdam, the Netherlands, with its San Francisco branch office at 505 Brannan Street, San Francisco, CA 94107, USA.

If we need to change the Vinted Wallet Provider for your country, for example, due to the termination of an agreement with one of the payment service providers listed above, (i) within Vinted group, we will inform you in advance and let you know which Vinted Wallet Provider will be

providing services to you; (ii) in other cases, we will inform you in advance and request to agree to the terms and conditions of your new payment provider.

How to open a Vinted Wallet. To request to open a Vinted Wallet, simply go to your Account and:

- go to “Profile”, select “Balance” and then press “Activate Balance”,
- if you don’t open a wallet earlier, you will be asked to do so within 5 calendar days of making your first sale, otherwise you will not be able to ship the sold item and the Transaction will be cancelled,
- provide us with your full name and address. Depending on the Vinted Wallet Provider, you may be also required to provide the following: either your date of birth or personal code, address, nationality, phone number and/or SSN number and/or your passport (if applicable), or ID card (if applicable), or driver’s licence (if applicable) (see here for more information), and
- agree to the Vinted Wallet Provider’s terms and conditions and acknowledge their privacy policy (we’ll provide you with a link to these in the wallet opening form).

KYC Checks. Vinted Wallet Providers require you to complete the “Know Your Customer” procedure (KYC Checks). KYC is a procedure based on anti-money laundering and terrorist financing regulations that require Vinted Wallet Providers to verify your identity and suitability for the use of a Vinted Wallet (see here for more information). The initial check is done during the opening of a Vinted Wallet as described above in the “How to open a Vinted Wallet” section. Vinted Wallet Providers may require you to complete additional KYC Checks and depending on their internal procedures and applicable laws you may need to provide a copy of your passport, ID card, driver’s licence, U.S. Visa (if applicable), and/or bank statement and/or proof of residency, and/or the SSN number (in case it was not requested during Vinted Wallet activation) in the following cases:

- you reached a threshold of the total value of Transactions you made or total amount of Payouts you made using your Vinted Wallet - these thresholds depend on which Vinted Wallet Provider is providing services to you (see here for more information),
- at any point after you opened a Vinted Wallet if Vinted Wallet Provider suspects that your Vinted Wallet is connected to fraudulent, suspicious or illegal activity.

If you fail a KYC Check. If you fail a KYC Check or don’t complete one during your initial request to open a Vinted Wallet, then you won’t be able to open a Vinted Wallet. If this happens at any point during your use of a Vinted Wallet, your Vinted Wallet will be suspended and you might not be able to make purchases with funds in the Vinted Wallet or make a Payout (you can find more details about Payouts further below). These limitations to your Wallet can be also applied by the Vinted Wallet Provider in cases where it suspects that you are connected to fraudulent, suspicious or illegal activity.

How to make a Payout. You can request a Vinted Wallet Provider to make a Payout by going to “Settings” in your Account and adding your bank account number, full name and billing address. You can only make a Payout in your local currency and within your home country. Making a Payout in another currency or outside of your home country is not allowed. By requesting a Payout, you confirm that the bank account information you've provided is for an account that belongs to you and that you are the recipient of the Payout.

It is your sole responsibility as a User to ensure that you provide up to date and accurate bank details. Vinted does not accept any liability for any unsuccessful Payouts as a result of you (without limitation): providing incorrect bank details and/or withdrawing money to a closed or non-existent bank account.

9 How to make payments

How to pay on our Site. We aim to make paying for Items or purchasing our Services as easy as possible. You can make a payment using:

- your Vinted Wallet - if you have funds in the Vinted Wallet, it will be used automatically as the primary payment method (unless this payment method is not provided on the checkout page) and if you don't have enough funds to complete your purchase, you can pay the rest with a different payment method,
- your credit card or debit card, or
- another payment method we might introduce on our Site.

In some cases, certain payment methods might not be available (e.g., international Transactions), and you will see all available options during checkout.

Processing your payment. We use authorised third party payment service providers (Payment Processors) to:

- process online payments for the purchase of Items or optional Services on our Site,
- process Payouts from your Vinted Wallet, or
- in certain cases provide Vinted Wallet services too (act as Vinted Wallet Provider).

We also contract with third party providers to store your payment method information. We'll provide you with help so you can use your Vinted Wallet and our Payment Processors, but we don't handle your payments ourselves.

Holding money securely. If you buy an Item, all money you pay will go into a separate Escrow account that's safely controlled by a Vinted Wallet Provider until the Transaction is completed (see here for more information on when a Transaction is completed). Then, the Item price and any shipping costs you have paid besides Prepaid Shipping fees will be released to the Seller's Vinted Wallet.

Safety & security. Please ensure that your payment details are accurate so that payments made on our Site are safe and secure. Otherwise, your payment might be cancelled or you may be required to prove a payment method is yours or that you authorised a payment, if the automated software systems think it was stolen.

Currency Conversion. We also have a Currency Conversion service that's provided by our Payment Processors or Vinted Wallet Provider and allows a Buyer to pay for an Item in their local currency when it's sold in a different currency. This service is offered in specific countries as identified here. If Currency Conversion is available in the country where you are registered in, a fee of either 1.2% or 3% of the Item price will be applied by the Payment Processor or Vinted Wallet Provider, depending on the currencies used.

10 Shipping

What's Prepaid Shipping. You can purchase a prepaid shipping label on the Site during your Transaction, in order for the carriers to transport and deliver the Item you purchased (Prepaid Shipping). You can find the available carriers here. You must use this label provided to you on the Site to send and/or return an Item by shipping it within 5 business days of purchase (unless communicated or agreed otherwise), if not, the Transaction will be cancelled or completed (in case of an Item return) automatically.

How much it costs. Prepaid Shipping fees will vary depending on the parcel size, shipping route, carrier and potential discounts. You'll see how much it will cost before you checkout.

Tracking the parcel and carriers. You can track the journey status of the Item on the Site, which is based on information provided by the carrier. As far as allowed under the law, we and Vinted Go disclaim any liability if the carrier provides inaccurate, incomplete or outdated tracking information. The delivery time of the Item will depend on the carrier used. You can find out more here about which carriers are currently available for Prepaid Shipping, but we can add, suspend or remove carriers at any time. The carriers will perform the delivery of the Item. We aren't a carrier and/or a postal service provider and don't physically handle, sort, deliver or otherwise deal with an Item purchased on the Site during the process of delivering the Item.

What you're responsible for. If you send an Item using Prepaid Shipping, you must comply with Vinted Go Packaging Rules and Forbidden Item list, which you can find here. If there's evidence that you didn't comply with these, the Terms or Catalog Rules, you may not be eligible to receive a refund or compensation if a parcel is lost or damaged in transit.

If a parcel is lost or damaged. If there's a dispute about the loss or damage caused to an Item during transit, the information provided by Vinted Go or the carrier will be considered accurate unless you provide us with evidence to the contrary before the Transaction is completed. If an Item was packaged properly but the parcel is lost or damaged in transit:

- the Buyer may receive a refund for the damaged Item under our refund policy, and
- the Seller may receive lost or damaged compensation on Vinted, and the amount may depend on the parcel size and/or which carrier was used (check out the Help Centre for more details).

If another method besides Prepaid Shipping is used to ship an Item purchased on the Site, the seller is responsible for lost or damaged parcels and claiming compensation from the carrier directly.

11 Refund policy

Purpose of the refund policy. Transactions made on Vinted are covered by a refund policy, which applies if an Item is lost, damaged or significantly not as described (subject to the conditions set out below). Customer Support will assist you during this process and follow the process described

here. Your payment will be held in Escrow until the Transaction is marked as completed (see here for more information on when a Transaction is completed). The refund policy is not an insurance or a legal protection service and is in addition to all other legal rights or guarantees you have. You can claim for a refund for an Item if it's:

- confirmed as lost or damaged during shipping,
- significantly not as described, which means there's a significant difference between the Item you received and its description or photo on the Catalog, such as a different size, colour, or severe damage (like stains, smells or holes), or the Item was missing from a bundle (SNAD), or
- a SNAD counterfeit.

If there are any issues with the Item. You must report the issue under our refund policy to us by clicking the "I have an issue" button in your private message screen within 2 calendar days from our notice that the Item has been delivered or it seems lost (the Refund Request Period). This will suspend the Transaction and all money for it will continue to be held in Escrow until the issue is resolved. If you don't report an issue to us within the Refund Request Period, the Transaction will automatically be marked as completed.

Handling a SNAD Item (except SNAD counterfeit Items). We suggest discussing with the Seller first to explain what issue you're experiencing so you and the Seller can agree on a resolution you're both happy with. But if you're unable to reach a solution, you can escalate the issue to us. If you claim an Item is SNAD within the Refund Request Period, we'll notify the Seller about this.

The Seller may either:

- not require you to return the Item to them and grant your refund, or
- require you to return the Item to them by shipping it within 5 business days (unless communicated or agreed otherwise) in order to receive a refund. You're responsible for return shipping costs unless agreed otherwise with the Seller, and we'll notify the Seller once they should have received the Item or if it appears to be lost. From the time we notify the Seller, they'll have 2 days to confirm they have the Item and everything is ok (at which point you'll receive your refund) or report an issue (in which case your money will still be kept safe in Escrow until the issue is resolved). If the Buyer purchased Items as part of a bundle they can return only the SNAD Item(s) out of the bundle.

If the Seller doesn't take one of the above actions within 14 days of you reporting the issue, or if you or the Seller report an issue to us at any point during this process, Customer Support will make the final decision on whether an Item is SNAD.

Handling a SNAD counterfeit Item. If you claim an Item is a SNAD counterfeit within the Refund Request Period, we may investigate the issue and reach out to you and the Seller and obtain information from both sides in order to make an objective decision.

- If the Item's authenticity is not doubted, then we'll complete the Transaction and release the money in Escrow to the Seller.

- If there's not enough information for us to determine whether the Item is a SNAD counterfeit or not, then we'll deem the case as ambiguous and cancel the Transaction, refund you as described in the table below and require you to return the Item to the Seller and pay for return shipping costs (unless otherwise agreed with the Seller).
- If there's strong evidence the Item is a SNAD counterfeit, then we'll notify the Seller. They'll have 48 hours to provide us with evidence that the Item is authentic. If they can't or don't provide this, we'll cancel the Transaction and you won't need to return the Item to the Seller in order to get a refund as described in the table below.

If an issue is escalated to us: We'll review your case and may ask you and the Seller to provide us with information and evidence to inform the objective decision about whether your case is eligible for a refund under our refund policy. You and the Seller agree to respect the final decision.

Why you wouldn't get a refund. You won't be able to receive a refund if you:

- report an issue that an Item is SNAD but it's determined as not a SNAD,
- have already confirmed that everything was ok with the Item when you received it,
- didn't report the issue to us within the Refund Request Period,
- didn't provide Customer Support with proof an Item was damaged or SNAD within timelines communicated to you,
- used, washed or changed the Item in some way before you returned it, or
- are under investigation because you're suspected of abusing or misusing the refund policy by claiming the refund.

What type of refund you can get. You can get a refund for certain fees paid as described in the table below:

What you're returning	Type of fee	Refund
A single Item (not part of a bundle)	Item price	Full refund
	Vinted fee	Full refund

	Prepaid Shipping fee	Full refund
	Return shipping costs	• If you pay for return shipping, the return shipping costs will be deducted from your refund • If the parcel is lost or damaged, you won't be charged for return shipping costs
	Sales tax	Full refund
Individual SNAD item(s) that were part of a bundle (but you are not returning the whole bundle)	Item price	Full refund
	Vinted fee	The Vinted fee will be recalculated based on the Item(s) you're keeping from the bundle, and you'll get a refund for the difference between the Vinted fee you initially paid and

		the recalculated fee. Please see more information about this here.
	Prepaid Shipping fee	Full refund
	Return shipping costs	• If you pay for return shipping, the return shipping costs will be deducted from your refund. • If the parcel is lost or damaged, you won't be charged for return shipping costs.
	Sales tax	Sales tax will be recalculated based on the Item(s) you're keeping from the bundle, and you'll get a refund for the difference between the Sales tax you initially paid and the recalculated Sales tax.
The whole bundle of Items*	Item price	Full refund

**For SNAD counterfeits there is no need to return the counterfeit Item. To get a refund, only return the Items of the bundle that are deemed authentic*	Vinted fee	Full refund
	Prepaid Shipping fee	Full refund
	Return shipping costs	• If you pay for return shipping, the return shipping costs will be deducted from your refund • If the parcel is lost or damaged, you won't be charged for return shipping costs
	Sales tax	Full refund
For all of the above situations for international Transactions	Customs tax (payable by the Buyer)	Full refund

12 Sending messages & leaving reviews

User responsibility. You are solely responsible for your interactions with other Users and any other parties with whom you interact. We reserve the right, but have no obligation, to intercede in disputes between Users. You agree that we will not be responsible for any liability incurred as the result of such interactions.

Private messages. You can send a private message to other Users to exchange information about an Item. You must not send a private message to another User for any other reason, especially:

- advertisements,
- malware,
- unsolicited or mass messages that are sent to 5 or more Users, and
- messages that are or could be considered illegal, obscene, harmful, unethical, threatening to public security, inappropriate or in any way incompatible with the best interests of Vinted and our Users.

Leaving a review. After a Transaction is complete, you can choose to write and publish a review about the Transaction and other User on our Site. All reviews you publish must be fair and genuine and shall be in line with our Feedback Policy. Please also be aware that we won't compensate you in any form for leaving a review and we don't review or verify reviews before they're published on our Site.

13 Ending our relationship

You can end our relationship. You can end your relationship with Vinted and stop your use of our Services at any time and free of charge by deleting your Account or emailing us at these addresses.

Or we can. We can also end these Terms at any time and for any reason by giving you 30 days' prior written notice.

What happens then. These Terms will apply until any pending Transactions and Payouts are completed.

READY TO MAKE SOME MONEY?

14 Selling an Item on Vinted

What you can sell. You must have the right to transfer ownership of an Item to a Buyer. The Item you want to sell must also:

- comply with the Catalog Rules,
- comply with restrictions and requirements of Payment Processor's prohibited items, if applicable. See here to learn if such requirements are applicable in your country, and
- not be something you originally purchased in bulk or as a dropship product (as in, you don't physically have the Item) with a low resale value.

Listing an Item for sale. To list an Item for sale on the Site, you will need to take and upload a photo and write a description (neither can be taken from the internet, more information here) of the Item that accurately reflects its quality and appearance (including any defects or alterations). Have

a look here for examples about what information you might be asked to provide. Once your Item is listed on the Catalog and published on the Site, this means you officially put forward an offer for sale which can be accepted by a Buyer.

Buyer's choice. If a Buyer proposes a new price for an Item as a counteroffer, the Item is not considered sold if you accept their counteroffer. A Buyer always has the option not to buy your Item after your acceptance of the counteroffer. Your Item is sold after a Buyer buys it by clicking the buying button and their payment is accepted.

Withdrawing your listing. You can withdraw a listing at any time before a Buyer purchases the Item.

How we rank & recommend info. We use automation tools to understand, rank and recommend relevant information to Users browsing our Site. More information about how we use automation to recommend certain information on the "Vinted feed" is on our Help Centre.

READY TO SHOP?

15 Buying an Item

How to buy an Item. To purchase an Item from the Catalog, you will need to:

- click the buying button,
- select a payment method and delivery option, and
- click the paying button on the checkout page.

How much you'll pay. For every Transaction, you will pay the following fees that will be held in Escrow:

- Item price,
- Shipping fee,
- Vinted fee (click here to see how we calculate it), and, if applicable
- fees for optional services.

Vinted fee. The Vinted Fee is a mandatory platform fee, payable by buyers when placing an order through Vinted. The fee contributes to our costs of operating the Site (click here for more information). As you browse items, the Vinted Fee is included in the price breakdown for each listing and reflected in the total price for the item or bundle. At checkout, the total Vinted Fee will be added to your order's final price and clearly displayed in the order summary.

What happens next? We'll receive updates from the carrier and will notify you when the Item should have been delivered (or if the Item appears to be lost). Read more on the process in the chapter below.

If you buy an Item outside of our Site. If you buy an Item offline or outside of our Site, we are not responsible for that transaction. That purchase is made at your own risk and will not be covered by any protections we offer for Transactions made on our Site.

WHAT ELSE DO WE OFFER?

16 Optional services for Sellers

Seller Services. Sellers can choose to buy other optional services described on the Help Centre for additional fees (Seller Services). Have a look at the section above called “How to make payments” for information on how you can purchase Seller Services. Each Seller Service is a single-use automated service and is not transferable from one Item to another or between Users. We’ll tell you how much a particular Seller Service costs and how long you can use it before you buy it. We’ll also send you a confirmation of your purchase to your email address.

LET’S WRAP THIS UP - FINAL IMPORTANT TERMS

17 What you’ll see on our Site

We own our Site. We, Vinted Affiliates and/or our licensors own all intellectual property rights to the Site, including its system, layout, software, trademarks and domain names.

Site availability. We aren’t responsible for interruptions in the availability of our Site because of maintenance or any events which are beyond our reasonable control. Considering the legitimate interests of Users and if possible based on relevant factors (like the safety of the Site), we will try to:

- inform you about planned or existing availability restrictions,
- plan downtime outside of peak usage hours, and
- limit downtime for regular maintenance to a reasonable amount consistent with market standards.

18 What you and we are responsible for

What you’re responsible for. When using our Site and Services, you are responsible for:

- your Content and any actions on the Site that happen under your Account as a result of your actions or omissions,
- all Items listed, sold and transferred by you to Buyers (including any declarations you make about Items),
- published reviews, and
- any disputes that result from your actions.

Taxes. We aren’t responsible for any tax liabilities or reporting obligations that might apply to you because of your activities on the Site.

Hosting provider. Because we provide Hosting services for you and other Users, we do not run a general monitoring of Content or Items listed on the Site. As far as the law allows, we have no liability to you for any loss or damage you suffer that relates to a Transaction, except if expressly covered by our commitments in these Terms or our legal obligations.

19 Release

We expressly disclaim any liability that may arise between registered users of our Site. The Site is only a venue for connecting Buyers with Sellers. Because we are not a party to the actual contracts between Buyers and Sellers, in the event that you have a dispute with one or more registered Users, you release us (and any of our subsidiaries, affiliates, officers, employees, investors, agents, partners and licensors - each a Company Party and collectively, the Company Parties), without affecting the liability of any registered Users, from any and all claims, demands, or damages (actual or consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

If you are a California resident, you hereby waive California Civil Code Section 1542, which states, “A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.” The foregoing release does not apply to any claims, demands, or any losses, damages, rights and actions of any kind, including personal injuries, death or property damage for any unconscionable commercial practice by a Company Party or for such party’s fraud, deception, false, promise, misrepresentation or concealment, suppression or omission of any material fact in connection with the Site provided hereunder.

20 Indemnification

You agree to indemnify and hold the Company Parties harmless from any losses, costs, liabilities and expenses (including reasonable attorneys’ fees) relating to or arising out of any and all of the following: (a) your Content; (b) your inability to use any Service; (c) your violation of the Terms; (d) your violation of any rights of another party, including any registered Users; (e) disputes with other Users of the Services; or (f) your violation of any applicable laws, rules or regulations. We reserve the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with us in asserting any available defenses. This provision does not require you to indemnify any of the Company Parties for any unconscionable commercial practice by such party or for such party’s fraud, deception, false promise, misrepresentation or concealment, or suppression or omission of any material fact in connection with any Services provided hereunder. You agree that the provisions in this section will survive any termination of your account, the Terms and/or your access to the Services.

21 Disclaimer of Warranties and Conditions

As Is. YOU EXPRESSLY UNDERSTAND AND AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK, AND THAT THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS. COMPANY PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES, REPRESENTATIONS, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT ARISING FROM USE OF THE WEBSITE. This Section does not affect in any way our Return Policy.

- COMPANY PARTIES MAKE NO WARRANTY, REPRESENTATION OR CONDITION THAT: (i) THE SERVICES WILL MEET YOUR REQUIREMENTS; (ii) YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; OR (iii) THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE. WE CANNOT GUARANTEE CONTINUOUS OR SECURE ACCESS TO THE SITE, AND OPERATION OF THE SITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL.
- ANY CONTENT DOWNLOADED FROM OR OTHERWISE ACCESSED THROUGH THE SERVICES IS ACCESSED AT YOUR OWN RISK, AND YOU SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY, INCLUDING, BUT NOT LIMITED TO, YOUR COMPUTER SYSTEM AND ANY DEVICE YOU USE TO ACCESS THE SERVICES, OR ANY OTHER LOSS THAT RESULTS FROM ACCESSING SUCH CONTENT.
- THE SERVICES MAY BE SUBJECT TO DELAYS, CANCELLATIONS AND OTHER DISRUPTIONS. COMPANY MAKES NO WARRANTY, REPRESENTATION OR CONDITION WITH RESPECT TO SERVICES, INCLUDING BUT NOT LIMITED TO, THE QUALITY, EFFECTIVENESS, REPUTATION AND OTHER CHARACTERISTICS OF SERVICES.
- NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM COMPANY OR THROUGH THE SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

No liability for conduct of other registered Users or third parties. YOU ACKNOWLEDGE AND AGREE THAT COMPANY PARTIES ARE NOT LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD COMPANY PARTIES LIABLE, FOR THE CONDUCT OF OTHER USERS INCLUDING THIRD PARTIES, AND THAT THE RISK OF INJURY FROM SUCH THIRD PARTIES RESTS ENTIRELY WITH YOU.

- We make no warranty that the goods provided by third parties or other Users will meet your requirements or be available on an uninterrupted, secure, or error-free basis. We make no warranty regarding the quality of any such goods, or the accuracy, timeliness, truthfulness, completeness or reliability of any User content obtained through the Services.
- We are not involved in the actual Transaction between Buyers and Sellers. We have no control over and do not guarantee the quality, safety or legality of items advertised, the truth or accuracy of registered Users' content or listings, the ability of Sellers to sell items, the ability of Buyers to pay for item, or that Buyer or Seller will actually complete a Transaction or return all items.
- We do not transfer legal ownership of items from the Seller to the Buyer. Further, we cannot guarantee continuous or secure access to the Services and operation of the Services may be interfered with by numerous factors outside of our control. Accordingly, to the extent legally permitted, we exclude all implied warranties, terms and conditions.

- As a part of the Services, you may have access to materials that are hosted by another party. You agree that it is impossible for the Company to monitor such materials and that you access these materials at your own risk.

22 Limitation of Liability

Disclaimer of Certain Damages. You understand and agree that, to the fullest extent provided by law, in no event shall Vinted be liable for any loss of profits, revenue or data, indirect, incidental, special, or consequential damages, or damages or costs due to loss of production or use, business interruption, or procurement of substitute goods or services, in each case whether or not we have been advised of the possibility of such damages, arising out of or in connection with the agreement or any communications, interactions or meetings with other users of the services, on any theory of liability, resulting from: (a) the use or inability to use the services; (b) the cost of procurement of substitute goods or services resulting from any goods, data, information or services purchased or obtained; or messages received for transactions entered into through the services; (c) unauthorized access to or alteration of your transmissions or data; (d) statements or conduct of any third-party on the services; or (e) any other matter related to the services, whether based on warranty, copyright, contract, tort (including negligence), product liability or any other legal theory. The foregoing limitation of liability shall not apply to liability of Vinted for (i) death or personal injury caused by a company party's negligence; or for (ii) any injury caused by a company party's fraud or fraudulent misrepresentation.

Cap on Liability. To the fullest extent provided by law, Vinted will not be liable to you for more than the greater of (a) the total amount paid to us by you during the one-month period prior to the act, omission or occurrence giving rise to such liability; or (b) $100. The foregoing cap on liability shall not apply to liability of Vinted for (i) death or personal injury caused by Vinted's negligence; or for (ii) any injury caused by Vinted's fraud or fraudulent misrepresentation.

23 Arbitration Agreement

Applicability of Arbitration Agreement. Subject to the terms of this Arbitration Agreement, you and Company agree that any dispute, claim, disagreements arising out of or relating in any way to your access to or use of the Services or our Site, any communications you receive, any products sold or distributed through the Site, the Services, or the Terms and prior versions of the Terms, including claims and disputes that arose between us before the effective date of these Terms (each, a Dispute) will be resolved by binding arbitration, rather than in court, except that: (1) you and Company may assert claims or seek relief in small claims court if such claims qualify and remain in small claims court; and (2) you or Company may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents). For purposes of this Arbitration Agreement, "Dispute" will also include disputes that arose or involve facts occurring before the existence of this or any prior versions of the Terms as well as claims that may arise after the termination of these Terms.

From the moment you agree to these Terms, you are subject to the Arbitration Agreement with a right to opt-out within 30 days as indicated in this Section below.

Informal Dispute Resolution. There might be instances when a Dispute arises between you and us. If that occurs, we are committed to working with you to reach a reasonable resolution. You and Company agree that good faith informal efforts to resolve Disputes can result in a prompt, low-cost and mutually beneficial outcome. You and Company therefore agree that before either party commences arbitration against the other (or initiates an action in small claims court if a party so elects), we will personally discuss in writing and/or meet and confer telephonically or via videoconference, in a good faith effort to resolve informally any Dispute covered by this Arbitration Agreement (Informal Dispute Resolution Process). If you are represented by counsel, your counsel may participate in the conference, but you will also participate in the conference.

The user who initiates a Dispute must have first contacted our Customer Support and not found a satisfactory solution. If you have not submitted your issue to our Customer Support first, please use this contact form. The party initiating a Dispute must give notice to the other party in writing of its intent to initiate an Informal Dispute Resolution Process (Notice), which shall occur within 45 days after the other party receives such Notice, unless an extension is mutually agreed upon by the parties. Notice to us that you intend to initiate an Informal Dispute Resolution Process should be sent to the following form.

The Notice must include:

(1) your civil name, mailing address, username and e-mail address associated with your Account (if you have one);

(2) the name, telephone number, mailing address and e-mail address of your counsel, if any;

(3) a description of your Dispute (including, for instance, the date of Transaction, the other user involved, the prior exchanges with Vinted) and how you would like it resolved.

The Informal Dispute Resolution Process shall be individualized such that a separate case must be held each time either party initiates a Dispute, even if the same law firm or group of law firms represents multiple users in similar cases, unless all parties agree; multiple individuals initiating a Dispute cannot participate in the same Informal Dispute Resolution Process unless all parties agree. In the time between a party receiving the Notice and the Informal Dispute Resolution Process, nothing in this Arbitration Agreement shall prohibit the parties from engaging in informal communications to resolve the initiating party's Dispute. Engaging in the Informal Dispute Resolution Process is a condition precedent and requirement that must be fulfilled before commencing arbitration. The statute of limitations and any filing fee deadlines shall be tolled while the parties engage in the Informal Dispute Resolution Process process required by this section.

Waiver of Jury Trial. YOU AND COMPANY HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and Company are instead electing that all Disputes shall be resolved by arbitration under this Arbitration Agreement, except as specified in the subsection entitled "Applicability of Arbitration Agreement" above. There is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

Waiver of Class and Other Non-Individualized Relief. YOU AND COMPANY AGREE THAT, EXCEPT AS SPECIFIED IN SUBSECTION "BATCH ARBITRATION", EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT ON A CLASS, REPRESENTATIVE, OR COLLECTIVE BASIS, AND THE PARTIES HEREBY WAIVE ALL RIGHTS TO HAVE ANY DISPUTE BE BROUGHT, HEARD, ADMINISTERED, RESOLVED, OR ARBITRATED ON A CLASS, COLLECTIVE, REPRESENTATIVE, OR MASS ACTION BASIS. ONLY

INDIVIDUAL RELIEF IS AVAILABLE, AND DISPUTES OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. Subject to this Arbitration Agreement, the arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by the party's individual claim. Nothing in this paragraph is intended to, nor shall it, affect the terms and conditions under the subsection entitled “Batch Arbitration.” Notwithstanding anything to the contrary in this Arbitration Agreement, if a court decides by means of a final decision, not subject to any further appeal or recourse, that the limitations of this subsection, “Waiver of Class and Other Non-Individualized Relief,” are invalid or unenforceable as to a particular claim or request for relief (such as a request for public injunctive relief), you and Company agree that that particular claim or request for relief (and only that particular claim or request for relief) shall be severed from the arbitration or may be litigated in the state or federal courts located in the State of Delaware for small claim proceedings. This subsection does not prevent you or Company from participating in a class-wide settlement of claims.

Rules and Forum. The Terms evidence a transaction involving interstate commerce; and notwithstanding any other provision herein with respect to the applicable substantive law, the Federal Arbitration Act, 9 U.S.C. § 1 et seq., will govern the interpretation and enforcement of this Arbitration Agreement and any arbitration proceedings. If the Informal Dispute Resolution Process described above does not resolve satisfactorily within sixty (60) days after receipt of your Notice, you and Company agree that either party shall have the right to finally resolve the Dispute through binding arbitration. The arbitration will be administered by the American Arbitration Association (AAA), in accordance with the Consumer Arbitration Rules (the AAA Rules) then in effect, except as modified by this section of this Arbitration Agreement. The AAA Rules are currently available here.

A party who wishes to initiate arbitration must provide the other party with a request for arbitration (the Request). The Request must include: (1) the name, telephone number, mailing address, e-mail address of the party seeking arbitration and the account username (if applicable) as well as the email address associated with any applicable account; (2) a statement of the legal claims being asserted and the factual bases of those claims; (3) a description of the remedy sought and an accurate, good-faith calculation of the amount in controversy in United States Dollars; (4) a statement certifying completion of the Informal Dispute Resolution process as described above; and (5) evidence that the requesting party has paid any necessary filing fees in connection with such arbitration.

If the party requesting arbitration is represented by counsel, the Request shall also include counsel’s name, telephone number, mailing address, and email address. Such counsel must also sign the Request. By signing the Request, counsel certifies to the best of counsel’s knowledge, information, and belief, formed after an inquiry reasonable under the circumstances, that: (1) the Request is not being presented for any improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of dispute resolution; (2) the claims, defenses and other legal contentions are warranted by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law or for establishing new law; and (3) the factual and damages contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery.

Unless you and Company otherwise agree, or the Batch Arbitration process discussed in subsection entitled “Batch Arbitration” is triggered, the arbitration will be conducted in the county where you reside. Subject to the AAA Rules, the arbitrator may direct a limited and reasonable exchange of information between the parties, consistent with the expedited nature of the arbitration. If the AAA is not available to arbitrate, the

parties will select an alternative arbitral forum. Your responsibility to pay any AAA fees and costs will be solely as set forth in the applicable AAA Rules.

You and Company agree that all discussions as well as materials and documents exchanged during the arbitration proceedings shall be kept confidential and shall not be shared with anyone except the parties' attorneys, accountants, or business advisors, and then subject to the condition that they agree to keep all materials and documents exchanged during the arbitration proceedings confidential.

Arbitrator. The arbitrator will be either a retired judge or an attorney licensed to practice law in the state of Delaware and will be selected by the parties from the AAA's roster of consumer dispute arbitrators. If the parties are unable to agree upon an arbitrator within thirty-five (35) days of delivery of the Request, then the AAA will appoint the arbitrator in accordance with the AAA Rules, provided that if the Batch Arbitration process under subsection entitled "Batch Arbitration" is triggered, the AAA will appoint the arbitrator for each batch.

Authority of Arbitrator. The arbitrator shall have exclusive authority to resolve any Dispute, including, without limitation, disputes arising out of or related to the interpretation or application of the Arbitration Agreement, including the enforceability, revocability, scope, or validity of the Arbitration Agreement or any portion of the Arbitration Agreement, except for the following: (1) all Disputes arising out of or relating to the subsection entitled "Waiver of Class and Other Non-Individualized Relief," including any claim that all or part of the subsection entitled "Waiver of Class and Other Non-Individualized Relief" is unenforceable, illegal, void or voidable, or that such subsection entitled "Waiver of Class and Other Non-Individualized Relief" has been breached, shall be decided by a court of competent jurisdiction and not by an arbitrator; (2) except as expressly contemplated in the subsection entitled "Batch Arbitration," all Disputes about the payment of arbitration fees shall be decided only by a court of competent jurisdiction and not by an arbitrator; (3) all Disputes about whether either party has satisfied any condition precedent to arbitration shall be decided only by a court of competent jurisdiction and not by an arbitrator; and (4) all Disputes about which version of the Arbitration Agreement applies shall be decided only by a court of competent jurisdiction and not by an arbitrator. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties, except as expressly provided in the subsection entitled "Batch Arbitration." The arbitrator shall have the authority to grant motions dispositive of all or part of any Dispute. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The award of the arbitrator is final and binding upon you and us. Judgment on the arbitration award may be entered in any court having jurisdiction.

Attorneys' Fees and Costs. The parties shall bear their own attorneys' fees and costs in arbitration unless the arbitrator finds that either the substance of the Dispute or the relief sought in the Request was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)). If you or Company need to invoke the authority of a court of competent jurisdiction to compel arbitration, then the party that obtains an order compelling arbitration in such action shall have the right to collect from the other party its reasonable costs, necessary disbursements, and reasonable attorneys' fees incurred in securing an order compelling arbitration. The prevailing party in any court action relating to whether either party has satisfied any condition precedent to arbitration, including the Informal Dispute Resolution Process, is entitled to recover their reasonable costs, necessary disbursements, and reasonable attorneys' fees and costs.

Batch Arbitration. To increase the efficiency of administration and resolution of arbitrations, you and Company agree that in the event that there are one hundred (100) or more individual Requests of a substantially similar nature filed against Company by or with the assistance of the same law

firm, group of law firms, or organizations, within a thirty (30) day period (or as soon as possible thereafter), the AAA shall (1) administer the arbitration demands in batches of 100 Requests per batch (plus, to the extent there are less than 100 Requests left over after the batching described above, a final batch consisting of the remaining Requests); (2) appoint one arbitrator for each batch; and (3) provide for the resolution of each batch as a single consolidated arbitration with one set of filing and administrative fees due per side per batch, one procedural calendar, one hearing (if any) in a place to be determined by the arbitrator, and one final award (Batch Arbitration).

All parties agree that Requests are of a "substantially similar nature" if they arise out of or relate to the same event or factual scenario and raise the same or similar legal issues and seek the same or similar relief. To the extent the parties disagree on the application of the Batch Arbitration process, the disagreeing party shall advise the AAA, and the AAA shall appoint a sole standing arbitrator to determine the applicability of the Batch Arbitration process (Administrative Arbitrator). In an effort to expedite resolution of any such dispute by the Administrative Arbitrator, the parties agree the Administrative Arbitrator may set forth such procedures as are necessary to resolve any disputes promptly. The Administrative Arbitrator's fees shall be paid by Company.

You and Company agree to cooperate in good faith with the AAA to implement the Batch Arbitration process including the payment of single filing and administrative fees for batches of Requests, as well as any steps to minimize the time and costs of arbitration, which may include: (1) the appointment of a discovery special master to assist the arbitrator in the resolution of discovery disputes; and (2) the adoption of an expedited calendar of the arbitration proceedings.

This Batch Arbitration provision shall in no way be interpreted as authorizing a class, collective and/or mass arbitration or action of any kind, or arbitration involving joint or consolidated claims under any circumstances, except as expressly set forth in this provision.

30-Day Right to Opt Out. You have the right to opt out of the provisions of this Arbitration Agreement by sending written notice of your decision to opt out via this Opt-out form, within thirty (30) days after first becoming subject to this Arbitration Agreement. Your notice must include your name and address, your username and the email address you used to set up your Account (if you have one), and an unequivocal statement that you want to opt out of this Arbitration Agreement. If you opt out of this Arbitration Agreement, all other parts of these Terms will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may currently have, or may enter in the future, with us. If we update these Terms after you validly opt out of the Arbitration Agreement, we will continue to respect your opt-out, but such updates do not provide a new opportunity to opt out of the Arbitration Agreement.

Invalidity, Expiration. Except as provided in the subsection entitled "Waiver of Class or Other Non-Individualized Relief", if any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect. You further agree that any Dispute that you have with Company as detailed in this Arbitration Agreement must be initiated via arbitration within the applicable statute of limitation for that claim or controversy, or it will be forever time barred. Likewise, you agree that all applicable statutes of limitation will apply to such arbitration in the same manner as those statutes of limitation would apply in the applicable court of competent jurisdiction.

Updates to these Terms. We might need to update these Terms in the future. Depending on the type of change, we'll notify you based on the table below:

What change we'll make	When we'll notify you	Anything you need to do?
Small editorial tweaks (like correcting a spelling error)	We'll go ahead and make those updates which you can review whenever you like	Nope!
A change to resolve a security concern or to prevent harm or abuse	30 days in advance, unless not feasible due to safety reasons	Nope!
Adding new services or new functionalities and improvements to existing Services (but these won't impact any pending Transactions or negatively affect your use of the Services)	30 days in advance	Nope!

Any other change to these Terms	30 days in advance	Click “accept” to agree to the new Terms within 30 days of receiving our notice In case you do not wish to accept the new Terms, you may still: close your Account free of charge, contact Customer Support, download your personal data, complete a Payout

These changes will not apply retrospectively and will not affect any Transactions you have already completed on the Site.

If you disagree with a change. If you don’t agree with the changes we made to these Terms, you can end our relationship free of charge after any pending Transactions are completed.

Assignment. We can transfer our rights and obligations under these Terms to another organisation, but we’ll let you know 30 days in advance. If you disagree, you can end these Terms immediately by closing your Account. You aren’t allowed to transfer your rights and obligations under these Terms to another person.

No partnership. These Terms don’t create a partnership or agency relationship between you and us. Neither of us have any right to enter into an agreement on behalf of the other or legally bind the other in any way.

Severability. If a court or relevant authority decides that any section of these Terms is illegal, the remaining sections will remain in full force and effect.

Exclusive Venue. To the extent you and us are permitted under these Terms to initiate litigation in a court, both you and us agree that all claims and disputes arising out of or relating to these Terms will be litigated exclusively in the state or Federal courts located in Delaware.

Governing Law. The Terms and any action related thereto will be governed and interpreted by and under the laws of the state of Delaware, consistent with the Federal Arbitration Act, without giving effect to any principles that provide for the application of the law of another jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not apply to these terms.