IE-TCmkt07

Website terms and conditions template: marketplace for services; seller side

Terms and Conditions applicable to a seller of service using [■ ■ ■ ■ ■ ■ ■ ■ / ■ ■ ■ ■]

These terms and conditions are the contract between you and [Our name] ("us", "we", etc). By visiting ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ , ■ .

[Our name] is a trade name of [company name], [registered in Ireland], whose [■ ■ ■ ■ ■ ■ ■ ■ / ■ ■ ■ ■] ■ ■ ■ ■ ■ ■ ■ ■ [■ ■ ■ ■]

1. Definitions

"Content"	means the textual, visual or aural content that is encountered as part of your experience on Our Website. It may include, among other things: text, images, sounds, videos and animations. ■ , ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■

2.1.1 in consideration of a fee charged by us, we provide for you an [redacted] ;

2.1.2 we act as your agent solely in the collection of [redacted] ;

2.1.3 we are not your partners or joint venturers.

2.2. If you place a Provider Service for sale on Our Website, [redacted] .

2.3. When you place a Provider Service on Our Website, you will be bound to provide all the information required by the European [redacted] ([redacted] , [redacted]) [redacted] 2013 .

2.4. We may change this agreement in any way at any time. The version applicable to your contract is the version which was [redacted] .

2.5. Although we are not a party to your contract with a buyer introduced to you via Our Website, we shall remove Your Services from offer [redacted] .

2.6. Subject to this agreement and to the procedures set out in Our Website, you may [redacted] .

3. The European Union Consumer Information, Cancellation and Other Rights) Regulations 2013 ("the Regulations")

3.1. You authorise us to take any action that may reasonably be required from time to time, to protect your interests and [redacted] .

3.2. Because we are not your agents except to market Your Service and take payment, all your obligations under the Regulations must be fulfilled by you. That means the information you provide to us by [redacted] , [redacted] , [redacted] .

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3.3. On Our Website, we will provide a route for a customer to allow a customer to deal directly with you. ■ ■ ■

5.2. comply with the law relating to all aspects of the contract between you and your customer, relating in particular to your obligations to provide full information and accept cancellation and returns. However, you may also offer more favourable terms to [redacted];

5.3. when you have an obligation to return money to a customer for any reason, you will do so immediately in line [redacted];

5.4. comply with the [Our name] procedures relating to satisfaction of an order, as [redacted];

5.5. Please provide information to us in respect of any claim for non-supply and any dispute as to payment, [redacted].

6. The selling procedure

6.1. [Our name] is not responsible for the fulfilment of your [redacted].

6.2. Your contract with a buyer through Our Website is made when you acknowledge the order or commence Your Service. Until that time, the customer's action is an "invitation to treat". We have arranged our terms with buyers in [redacted].

OR

6.3. You agree that a service contract offered by you is a firm and binding contract as soon as your [redacted].

6.4. Provider Services may be offered for sale subject to any discount or promotion arranged [redacted] [[redacted]] [redacted].

6.5. Subject to discounts and promotions, Provider Services are offered for sale at a fixed price. VAT may be due and will be either included in the [redacted]. [redacted], [redacted].

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6.6. Provider Services 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 [redacted].

7. Value added Tax

7.1. Fees and commissions specified in Our Website [redacted].

7.2. If you are located in Ireland, we will show and retain the amount of VAT due on our charge for our [redacted].

7.3. If you are located in Ireland, and you provide a valid Irish VAT registration number, we will [redacted].

7.4. [Our name] has the right to demand additional information about your business so far as it may affect your VAT registration, [redacted], [redacted].

8. Our commission and payment to you

8.1. We sell Your Service at the price you place on it, subject to these terms and the requirements [redacted].

8.2. Our fees and commissions are payable on demand. You irrevocably authorise us to deduct them [redacted].

8.3. Our Website selling system is an automated system which can be followed [redacted] "[redacted]".

8.4. The proportion of each sale receipt retained by us is [redacted].

OR

8.5. The proportion of each sale receipt retained by us is as [redacted].

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8.6. 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 Provider Service in order to reduce our ■ ■ ■ ■ . ■ , ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■

9.2. Without prior consent of the other; neither we nor you will contract with any other person or company for specialist services. Here your [redacted] .

9.3. The price charged to you will include all [redacted] .

9.4. The cost of work ordered by you is payable in full, in advance. If you so request us, by indication [redacted] , [redacted] .

9.5. We give no guarantee as to the success [redacted] .

9.6. We shall receive no secret commission on advertising services. But note that [redacted] .

10. Your Provider Service warranties

10.1. You warrant that any Provider Service you place [redacted] :

10.1.1 is not: illegal, obscene, abusive, threatening, defamatory, invasive of privacy, infringing of intellectual [redacted] , [redacted] ;

10.1.2 does not offend against the law of any country [redacted] ;

10.1.3 is not intended primarily to advertise any [redacted] , [redacted] , [redacted] [[redacted]].

10.2. You warrant that you own the copyright of any [redacted] , [redacted] :

10.2.1 to place [redacted] ;

10.2.2 to receive [redacted] ;

10.2.3 to defend the copyright in the Provider Service.

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11. How we handle your Content

11.1. If you Post Content to any public area of Our [redacted].

11.2. Posting Content of any sort does not change your [redacted].

11.3. You understand that you are personally responsible for your breach of [redacted].

11.4. You accept all risk and [redacted].

11.5. Please notify us [redacted].

12. Restrictions on what you may Post to Our Website

We invite you to Post Content to Our Website for [marketing your services and services [redacted]]. [redacted].

We do not [redacted].

You agree that you will not use or [redacted]:

12.1. be unlawful, [redacted];

12.2. be obscene, [redacted], [redacted], [redacted], [redacted];

12.3. be sexually explicit or pornographic;

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12.4. be likely to deceive any person or be [redacted] ;

12.5. use a Posting to solicit responses [redacted] ;

13. Your Posting: restricted Content

In connection with the restrictions set out [redacted] .

In addition to the [redacted] :

13.1. hyperlinks, [redacted] ;

13.2. keywords or words [redacted] .

13.3. the name, [redacted] .

13.4. inaccurate, false, or misleading information;

13.5. material or links to material that exploits people [redacted] 18 [redacted] .

14. Security of Our Website

If you violate [redacted] .

You now agree that [redacted] :

14.1. modify, copy, or cause damage [redacted] .

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14.2. link to Our Website in any way that would cause the appearance [redacted];

14.3. download any part [redacted], [redacted];

14.4. collect or use [redacted], [redacted], [redacted];

14.5. collect or use any information obtained [redacted];

14.6. aggregate, copy or duplicate in any manner any of the [redacted], [redacted];

14.7. share with a [redacted];

15. Copyright and other intellectual property rights

15.1. All Content on Our Website, for example page text, graphics, logos, images, [redacted], [redacted], [redacted], [redacted], [redacted]. [redacted].

15.2. You may not copy, modify, publish, transmit, transfer or sell, reproduce, create [redacted], [redacted], [redacted], [redacted], [redacted], [redacted], [redacted].

15.3. For the sake of good order you should [redacted], [redacted], [redacted].

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16. Interruption to Our Service

16.1. We give no [redacted].

16.2. We will do all we can to maintain access to Our Website, but [redacted], [redacted]. [redacted].

16.3. You acknowledge that Our [redacted].

16.4. You agree that we are not liable to [redacted], [redacted].

17. Our disclaimers

17.1. We are not responsible for any business loss (including loss [redacted], [redacted], [redacted], [redacted], [redacted], [redacted]) [redacted].

17.2. Our Website contains links to other Internet websites. We have neither power nor control over any such [redacted]. [redacted], [redacted].

17.3. We are not liable in any circumstances for damages resulting from loss of use, [redacted], [redacted], [redacted], [redacted].

17.4. [Our name] website and [Our name] services are provided "[redacted]". [redacted], [redacted], [redacted], [redacted], [redacted]:

17.4.1 as to fitness [redacted];

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17.4.2 as to availability [redacted] ;

17.4.3 any obligation, liability, [redacted] ;

17.5. You now expressly release us from any and [redacted] .

18. Your indemnity to us

You agree to indemnify us against [redacted] :

18.1. a claim by [redacted] ;

18.2. protecting the reputation of our business by our making a payment [redacted] .

18.3. any cost to us arising from a decision by us to comply [redacted] :

18.3.1 the deletion or amendment [redacted] ;

18.3.2 any payment we make on [redacted] ;

18.4. legal or other fees we [redacted] ;

18.5. our management time in dealing with [redacted] .

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19. Data Protection Act 2018 Compliance

19.1. Your own personal data will be held [redacted] [redacted].

19.2. Insofar as we process personal and other data [redacted]:

19.2.1 to satisfy your legal obligations [redacted], [redacted].

19.2.2 those obligations shall continue [redacted].

20. Miscellaneous matters

20.1. You undertake to provide us your current land address, e-mail [redacted].

20.2. So far as any time, [redacted], [redacted].

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 [redacted]. [redacted], [redacted].

20.4. If you are in [redacted], [redacted]:

20.4.1 terminate your [redacted];

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20.4.2 remove or edit [redacted] ;

20.4.3 issue a claim in any court.

20.5. Any obligation in this agreement [redacted] .

20.6. No failure or delay by any party to exercise any right, [redacted] .

20.7. When you visit Our Website or send messages to us by email, you are communicating with [redacted] . [redacted] - [redacted] . [redacted] .

20.8. Any communication to be served on either of us [redacted] - [redacted] .

It shall be deemed to have been delivered:

if delivered [redacted] : [redacted] ;

if sent by post [redacted] : [redacted] 72 [redacted] ;

If sent by e-mail to the address from which the receiving party has last sent e-mail: [redacted] 24 [redacted] - [redacted] . [[redacted] - [redacted] . [redacted] , [redacted]].

20.9. In the event of a dispute between us, then, if we [redacted] , [redacted] .

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20.10. So far as the law permits, [redacted] , [redacted] .

20.11. We shall not be liable for any failure or [redacted] , [[redacted]].

20.12. In the event of any conflict between any term of this agreement and the [redacted] , [redacted] .

20.13. The validity, construction and performance of this agreement shall [redacted] .

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Schedule: Data Protection Act 2018 Compliance

1. Definitions

[redacted], [redacted]:

"Act"	means the Data Protection Act 2018.
"Associate"	[redacted], [redacted], [redacted].
"Directive"	[redacted] ([redacted]) 2016 / 680 [redacted] 27 [redacted] 2016 [redacted], [redacted], [redacted], [redacted], [redacted], [redacted] 2008 / 977 / [redacted].
"DPC"	means the Data Protection Commission
"the Data Protection Regulations"	[redacted] ([redacted]) 2016 / 679 [redacted] 27 [redacted] 2016 [redacted] 95 / 46 / [redacted] ([redacted]).
"the Law"	means all or any of: (a) the Data Protection Legislation, (b) the Act, (c) the Data Protection Act 1998, (d) the Data Protection Act 2003, (e) regulations made under the Act, (f) Directive.

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"[redacted]", "[redacted]", "[redacted]-[redacted]", "[redacted]", "[redacted]", "[redacted]", "[redacted]" [redacted]" [redacted]" [redacted], [redacted].

[redacted], "[redacted]", [redacted].

2. Data Protection

2.1. [redacted].

2.2. [redacted], [redacted].

2.3. [redacted], [redacted].

2.4. [redacted] 1 [redacted].

3. How we shall process data

[redacted], [redacted], [redacted]:

3.1. [redacted];

3.2. [redacted]-[redacted]-[redacted], [redacted];

3.3. [redacted], [redacted]-[redacted]. [redacted]. [redacted]

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[redacted], [redacted].

3.4. [redacted]-[redacted], [redacted].

3.5. [redacted], [redacted]-[redacted], [redacted]-[redacted].

3.6. [redacted], [redacted] ([redacted]) [redacted]:

3.6.1 [redacted], [redacted]; [redacted]

3.6.2 [redacted]; [redacted]

3.6.3 [redacted]. [redacted]. [redacted], [redacted]/[redacted], [redacted]; [redacted]

3.6.4 [redacted], [redacted]; [redacted]

3.6.5 [redacted] ([redacted]).

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3.7. [redacted]

3.7.1 the pseudonymisation and encryption of personal data;

3.7.2 [redacted]

3.7.3 [redacted];

3.8. [redacted]

3.8.1 [redacted]

3.8.2 [redacted];

3.8.3 [redacted]

3.8.4 [redacted] 32 (1) [redacted] ;

3.9. [redacted]

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[redacted]

3.10. [redacted] 24 [redacted]; [redacted];

3.11. provide reasonable assistance to you in:

3.11.1 [redacted];

3.11.2 [redacted];

3.11.3 [redacted];

3.11.4 [redacted];

3.11.5 [redacted];

3.11.6 [redacted].

4. Post termination

4.1. [redacted]:

4.1.1 [redacted];

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4.1.2 [redacted];

4.1.3 [redacted], [redacted]-[redacted];

4.2. [redacted]-[redacted], [redacted], [redacted].

5. Warranty and acceptance of liability

5.1. [redacted], [redacted], [redacted].

5.2. [redacted]-[redacted], [redacted]/[redacted].

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Appendix 1 to Schedule

Data Processing Activities

What we or you may process in each category

1. We shall process this basic personal data

1.1. Name

1.2. Address

1.3. Email address

1.4. Phone number

1.5. Date of birth

1.6. [redacted], [redacted]

1.7. [[redacted]]

2. We shall process the data of these data subjects

[redacted], [redacted].

3. [redacted]

3.1. [redacted].

3.2. [redacted].

4. Retention period

4.1. [redacted], [redacted], [redacted], [redacted]:

4.1.1. for accounting and taxation purposes;

4.1.2. [redacted];

4.1.3. [redacted];

4.2. [redacted], [redacted].

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Explanatory notes:

Website terms and conditions template: marketplace for services; seller side

General notes

These notes apply to most terms and conditions documents, but not all notes ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ .

About the European Union (Consumer Information, ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ 2013

For a marketplace business, the Regulations are as confusing as ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ .

The operation of a market place website involves three contracts: between you and the buyer; between you and the seller; and between the buyer and the seller. To keep it simple, the first two are not subject to the ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■

f. the existence of your customer's right to cancel the contract; and the conditions, time limit ■ ■ ■

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

■ ■ ■

This and the following two paragraphs relate directly to aspects of the interface between you and users of your website. The more they are allowed to enter data, upload, download, leave messages, and so on, [redacted].

This paragraph has two purposes: the first is the obvious and named purpose of preventing damage to your website and establishing a contractual obligation by your site users not to do [redacted].

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 [redacted].

Of course, anyone who wishes [redacted].

We have provided a vast [redacted].

13. Your Posting: restricted content

When you allow other people to provide any material on your [redacted].

14. Security of Our Website

Your need for this provision depends [redacted].

15. Copyright and other intellectual property rights

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Breaches of copyright happen constantly. [redacted].

16. Interruption to Our Service

As a market place site, [redacted]. [redacted].

17. Our disclaimers

Exclusions of your liability. This paragraph [redacted]. [redacted].

18. Your indemnity to us

We suggest no edit.

19. Data Protection Act 2018 Compliance

In a marketplace [redacted]:

- Direct relationship: [redacted] – [redacted] 19 . 1
- Indirect relationship: where you are dealing with [redacted]. – [redacted] 19 . 2 [redacted].

The **direct relationship** with the sellers (whose data or information you take) is covered full by the privacy policy. We have drawn a comprehensive privacy notice. It reassures your website visitors that you take their privacy seriously. More importantly, your adopting it will prompt you to make whatever changes are necessary in your day to day business. You should download it now at https://www.netlawman.ie/d/website-privacy-policy

For **indirect relationship**: please note that the Data Protection Act 2018 applies to all personal data which passes through your organisation or [redacted]. [redacted] “ [redacted] ”. [redacted]. [redacted]. [redacted], [redacted]

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[redacted] – [redacted].

A data controller decides the purposes [redacted], [redacted]. [redacted].

Because marketplace involves the probability that personal data will flow [redacted], [redacted].

Where you are [redacted], [redacted].

It is important that [redacted].

You may need [redacted], [redacted], [redacted].

We suggest leave this [redacted] 1 [redacted].

20. Miscellaneous matters

A number of points [redacted].

Unless you have a [redacted], [redacted].

End of notes

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