

IE-TCmkt10

Website terms and conditions template: marketplace for goods; accessed through a site or by app; seller side

Terms and Conditions for Sellers of [\[goods\]](#) ■■■■■■■■■■ [■■■■■] ■■■■

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

We are [\[our name\]](#), registered number [\[number\]](#), incorporated in [\[state / ■■■■\]](#). ■■■■■■■■■■ [■■■■■].

1. Definitions

"Commission" means the commission you pay us, calculated as a percentage of the value of sales ■■■■■■■■■■ ■■■■■■■■■■, ■■■■■■■■■■.

"Content" means the textual, visual or audio content that is encountered on Our Website. It may include, among other things: text, images, sounds, videos and animations. It includes ■■■■■■■■■■ ■■■■■■■■■■ ■■■■■■■■■■, ■■■■■■■■■■.

"Device" includes any computer, device, work station, electronic ■■■■■■■■■■.

"Fee" means the annual subscription we charge for setting you up as ■■■■■■■■■■.

"Our Website" means any website or Service designed for electronic access by mobile or fixed Device which is owned or operated by us [\[or any member of the \[name\] group of ■■■■ ■■■■\]](#). ■■■■■■■■■■ ■■■■■■■■■■ ■■■■■■■■■■.

"Post" means place on or into Our Website any Content or material ■■■■■■■■■■.

"Product" means any item offered for sale by you on Our Website, whether physical goods or downloads, together ■■■■■ ■■■■■■■■■■, ■■■■■■■■■■ ■■■■.

"Service" means all of the services available from Our Website, whether free or charged. For the sake of good order

3. Our contract

- 3.1. The relationship between us is solely that:
 - 3.1.1 in consideration of the Fee charged by us, we provide for you an [REDACTED].
 - 3.1.2 we act as your agent solely in the collection of [REDACTED].
 - 3.1.3 we are not partners or joint venturers.
- 3.2. If you place a Product for sale on Our Website, you [REDACTED].
- 3.3. When you place a Product on Our Website, you will be bound to provide on Our Website all the information required by the [REDACTED] ([REDACTED], [REDACTED]) [REDACTED] 2013.
- 3.4. In consideration of the Fee and the Commission, we provide for you a market place accessible via the [name] App. The amount of the Fee [REDACTED], [REDACTED].
- 3.5. We may change this agreement in any way at any time. The version applicable to your contract is the version which was [REDACTED].
- 3.6. In contracting with users of Our App, we make certain assumptions as to your compliance with the law and to the procedures set out on Our Website and named the "Service Level [REDACTED]". [REDACTED] [REDACTED], [REDACTED].
- 3.7. Insofar as we provide points of guidance on Our Website, relating to product delivery, returns, payments and other practical matters, such guidance is not to be interpreted as appropriate to your particular Products or circumstances. They do not differentiate between the compliance requirements of different merchants nor do they cover exclusions which may apply to you or [REDACTED]. [REDACTED], [REDACTED]. [REDACTED], [REDACTED]:
 - 3.7.1 your business procedures;

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21.11. Our total liability under this agreement, however it arises, shall
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21.12. This paragraph (and any other paragraph which excludes or restricts
our)
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21.13. If you become aware of any breach of any term of this
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21.14. Nothing in this agreement shall be
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22. Data Protection Act 2018 Compliance

22.1. Your own personal data will be held
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22.2. Insofar as we process personal and other data
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22.2.2
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3.10. (..... 24
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3.11. provide reasonable assistance to you in:

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3.11.6 (.....
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4. Post termination

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You will see that we have also included in the provision for
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22. Data Protection Act 2018 Compliance

In a marketplace
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- Direct relationship:
..... – 22 . 1
- Indirect relationship: where you are dealing with
..... . – 22 . 2

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
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A data controller decides the purposes ,
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Because marketplace involves the probability that personal data will flow ,
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Where you are,

It is important that

You may need,,

We suggest leave this
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23. Miscellaneous matters

A number of special points. We have identified each of these as
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End of notes