

# Terms & Conditions of That's Champion Pet

Welcome to ThatsChampionPet.co.uk ("ThatsChampionPet.co.uk", "its", "we", "us", "our") online Marketplace on ThatsChampionPet.co.uk (the "Site"). This Site and its supporting operation is managed by That's Champion Pet. Any person who wants to access the Site to buy or sell goods or services ("items") or to use the other features provided (collectively, the "Service") must accept the terms and conditions of this Marketplace Agreement without change. By replying to the Terms & Conditions email from That's Champion Pet you "accept" the agreement, you acknowledge that you have read and understood and agree to all of the terms and conditions of this Marketplace Agreement. In particular, you acknowledge that you have read and understood the clauses in this Marketplace Agreement relating to: ThatsChampionPet.co.uk's disclaimer of warranties; limitation of liability; protection and use of your personal data; your consent to the publication of feedback and ratings about your performance on the Site; and the manner in which ThatsChampionPet.co.uk may make changes to this Marketplace Agreement.

This Marketplace Agreement is divided into three sections:

## **A. General Policies**

### **1. Eligibility and Registration Requirements**

**1.1** Use of the Service is limited to parties that can lawfully enter into and form contracts under the laws of England and Wales (for example minors are not permitted to use the Service).

**1.2** Only visitors to the Site who register and enter into this Marketplace Agreement ("participants", "buyer", "seller", "you", "your" as the context requires) may participate in buying or selling on the Site using the Service.

**1.3** If you are selling items as a trader in the course of your business, you are required by law to make that fact clear to potential buyers in your listing. You must provide us true and accurate information when registering and must maintain and update that information as applicable. You must not impersonate any person or use a name you are not legally authorised to use. You authorise us to use any information provided to us in registering to verify your information (including any updated information), to obtain credit reports about you from time to time while you are registered (including credit reports about your spouse), and your application for registration must otherwise be acceptable to ThatsChampionPet.co.uk in its own absolute discretion.

**1.4** To register you must provide your real name, address, phone number, and e-mail address. You warrant to ThatsChampionPet.co.uk that the information you provide during the registration process (and any notification of change of such information) is true and correct.

**1.5** You are obliged to notify ThatsChampionPet.co.uk of any changes to your registration information immediately.

**1.6** ThatsChampionPet.co.uk reserves the right to reject any registration and to refuse service to anyone for any reason, in its sole and absolute discretion.

**1.7** If you provide false or incorrect registration information or do not notify ThatsChampionPet.co.uk of changes to your registration information immediately, ThatsChampionPet.co.uk reserves the right to terminate your account immediately and without notice to you.

**1.8** You are solely responsible for maintaining the security of your password. You may not disclose your password to any third party (other than third parties authorised by you to use your account) and you are solely responsible for any use of or action taken under your password on this Site. If your password is compromised you must change your password.

**1.9** Unless otherwise indicated, ThatsChampionPet.co.uk itself and its affiliates may participate in Fixed Price Sales (as that term is defined in clause A.2.1). When ThatsChampionPet.co.uk or its affiliates offer items for Fixed Price Sale, it is no different to any other seller engaged in a transaction and they will abide by the same obligations imposed under this Agreement as any other seller on this Site.

## **2. Fixed Price Sales**

**2.1** Under the Service, items are offered by sellers for sale at a fixed price ("Fixed Price Sales"). Unless otherwise agreed by us with the seller in advance in writing, the price of any items sold using the Service (including the applicable delivery charge) are displayed inclusive of any customs, import, export, and excise duty, VAT and other taxes which may be applicable and sellers may not charge or seek to charge the buyer, or allow the buyer to be charged, for any customs, import, export, and excise duty, VAT or other taxes which are additional to the price displayed for the item on the Site.

**2.2** For items listed for sale using the Service, sellers may only charge buyers a fixed delivery charge per item or per order. Delivery charges will be displayed on the check-out page.

## **3. International sales**

In listing an item for sale internationally, the seller may also have to comply with laws of the country in which the buyer resides dealing with, among other things, prohibitions on the sale, distribution or offering for sale of specific items.

For each item you list on the Site, you will provide to us the state or country from which the item ships.

## **4. Prohibited Items**

Any participant may list an item for Fixed Price Sale on the Site subject to this agreement and our policies and Community Rules in the Help Section.

The following items must not be listed on the Site by sellers or purchased by buyers (irrespective of whether the item is listed on any of the other participating ThatsChampionPet.co.uk sites):

**4.1** Offensive material, including material that incites racial hatred or promotes discrimination based on race, sex, religion, national origin, physical ability, sexual orientation or age;

**4.2** Obscene material including pornographic material (e.g.: material rated R +18, home porn and hardcore material);

**4.3** Living animals;

**4.4** Intoxicating liquor and tobacco (except where the seller is properly licensed under applicable law) and home-made alcoholic beverages;

**4.5** Firearms and ammunition;

**4.6** Stolen goods;

**4.7** Advertisements;

**4.8** Items that infringe another party's copyright, patent, trademark, design right, database right, or other intellectual property or other proprietary right (e.g.: pirated software, CDs, videos and DVDs, OEM software and so on).;

**4.9** Illegal or prescription drugs;

**4.10** Items whose sale, distribution or offering for sale is prohibited by any applicable law;

**4.11** Items whose sale is subject to export restrictions;

**4.12** Offensive weapons, poisons and dangerous substances (as defined by the applicable law or laws);

**4.13** Any item which we deem to be unethical or to lack any ethical credential as defined solely by us – see section B.1.1.3

**4.14** any other types of products that in our discretion are to be excluded from listing and/or sale using the Service.

## **5. Contract fulfilment**

**5.1** ThatsChampionPet.co.uk will confirm each order to the seller and the buyer. Sellers must dispatch items sold within two Business Days once

the order confirmation is made available to them. If and when ThatsChampionPet.co.uk makes functionality available to the seller which allows seller to display a product availability message on the Site the seller must dispatch items sold in accordance with the product's availability stated on the Site at the time of the order. Sellers must provide a full refund to any buyer who remits payment, if the item cannot be shipped in accordance with this clause A.5.1. Sellers must provide the refund promptly via their ThatsChampionPet.co.uk Seller Account in accordance with clause B.II.3.13, but in no case later than thirty (30) days following the date the order was confirmed or 3 calendar days after the maximum estimated delivery date stated on the Site at the time of the order (as the case may be).

**5.2** If, by law, an agreement for the transfer of any property must be evidenced in writing or in some specific form, then the buyer and seller agree, on the completion of a Fixed Price Sale to complete the transaction in writing and/or in the relevant form (as the case may be).

**5.3** Unless the buyer and seller expressly agree otherwise, the following terms and conditions will apply to the contract between the buyer and seller for the sale of the relevant item:

(a) All postage, customs, import, export and excise duty, VAT and any other taxes associated with the Fixed Price sale (if applicable) will be paid by the buyer and it is the seller's responsibility to determine, collect and remit the applicable VAT, customs, import, export and excise duties and any other taxes associated with the Fixed Price Sale. Unless otherwise agreed by us in advance in writing, the price of any items sold using the Service must be displayed inclusive of any customs, import, export and excise duty, VAT and any other taxes associated with the Fixed Price Sale, which may be applicable and sellers will not charge or seek to charge the buyer, or allow the buyer to be charged, for any customs, import, export and excise duty, VAT or other taxes which are additional to the price displayed for the item on the Site;

(b) buyers are required to pay sellers in the currency in which the Fixed Price Sale is listed;

(c) the sale will be subject to any warranties implied under applicable law; and

(d) the contract between the buyer and seller will be governed by the laws of England (and expressly excluding the United Nations Convention on the Sale of Goods) and the parties irrevocably submit to the non-exclusive jurisdiction of the courts of England and Wales.

## **6. ThatsChampionPet.co.uk's Role**

While ThatsChampionPet.co.uk helps facilitate transactions that are carried out using the Service, ThatsChampionPet.co.uk is neither the buyer nor the seller of the seller's items. ThatsChampionPet.co.uk is not an auctioneer, neither is it an intermediary between the buyer and the seller. ThatsChampionPet.co.uk provides a venue for sellers and buyers to negotiate and complete transactions in accordance with the provisions of this Marketplace Agreement. ThatsChampionPet.co.uk is not the agent of either seller or buyer in their dealings with each other and has no authority to legally bind either of them. Accordingly, the contract formed at the completion of a Fixed Price Sale is solely between buyer and seller. Subject to any assignment under clause B.6.3, the enforcement of any contractual obligations arising out of the completion of a transaction using the Service is the responsibility of the buyer and seller that are party to that transaction. ThatsChampionPet.co.uk is not obliged to mediate between buyers and sellers or enforce or execute fulfilment of any contract. Because ThatsChampionPet.co.uk wants you to have a safer buying experience, ThatsChampionPet.co.uk provides the ThatsChampionPet.co.uk Buyer Guarantee in clause C.1 below, but otherwise buyers and sellers use the Site and the Service at their own risk. Subject to the terms of this Marketplace Agreement, the seller will resolve any subsequent dispute directly with the buyer, or under the ThatsChampionPet.co.uk Buyer Guarantee described in clause C.1.

## **7. Termination**

ThatsChampionPet.co.uk may, in its sole and absolute discretion, terminate this Marketplace Agreement, access to the Site or the Service, or any current Fixed Price Sales immediately without notice if your Marketplace agreement with any of the other ThatsChampionPet.co.uk sites is terminated or for any breach of any of the terms of this Marketplace Agreement. Seller may terminate its participation in the Service at any time by giving notice to ThatsChampionPet.co.uk. ThatsChampionPet.co.uk may terminate the seller's participation in the Service at any at any time by giving notice to the seller. Upon termination, all rights and obligations of the parties under this Marketplace Agreement will be extinguished,

except that such rights and obligations will remain in effect after such termination to the extent necessary to process any orders placed prior to such termination for items listed by seller using the Service (including, without limitation, any fees incurred under clause B.2 (and any other liabilities incurred under clause B.6).

## **8. ThatsChampionPet.co.uk's Reservation of Rights**

8.1 ThatsChampionPet.co.uk retains the right to, if it considers it appropriate: immediately halt any Fixed Price Sale; prevent or restrict access to the Site or the Service; or take any other action to restrict access to or availability of or remove any objectionable material, feedback, ratings, inaccurate listings, inappropriately categorised items, unlawful items or items prohibited for listing on the Site under this Marketplace Agreement. ThatsChampionPet.co.uk reserves the right and has absolute discretion but not an obligation, to remove, screen or edit any content that breaches these provisions or is otherwise objectionable. Without prejudice to generality of the rights in this clause A.9, and to any other rights that ThatsChampionPet.co.uk may have in this Marketplace Agreement, ThatsChampionPet.co.uk reserves the right to refuse listings or to immediately remove any listings where ThatsChampionPet.co.uk objects to how you identify yourself on the Site (including, but not by way of limitation, your name, branding or marks) and/or if you are otherwise making inappropriate use of your domain name contrary to the requirements set out in clause A.10.4, and/or if you are otherwise in contravention of the requirements set out in clause A.10.4.

8.2 Each participant, whether or not he or she is currently a buyer or seller, agrees that ThatsChampionPet.co.uk shall be entitled to retain for itself the interest, if any, paid on balances in all its bank accounts, notwithstanding that some of that interest may be attributable to the time taken for the exercise of the rights, and the performance of the obligations, under this Marketplace Agreement.

## **9. Ratings and Feedback**

**9.1** Buyer and sellers may leave feedback ("Feedback") on other buyers and sellers relating to performance in buying or selling items on the Site and using the Service. Further, buyers and sellers only may rate each other's performance in relation to a Fixed Price Sale using a 1-5 star rating system ("Rating"). You acknowledge and accept that your Feedback and Rating will be publicly available for viewing on the Site.

ThatsChampionPet.co.uk is not responsible for checking or editing the Feedback or Ratings on the Site. You consent to the publication of, and authorise ThatsChampionPet.co.uk to publish, feedback and ratings even though such feedback or ratings may be critical or defamatory of you and even though ThatsChampionPet.co.uk may be aware or ought reasonably be aware that such feedback or ratings caused or contributed to the publication of a statement that is defamatory of you. You release ThatsChampionPet.co.uk from and waive all rights against ThatsChampionPet.co.uk in respect of any liability arising out of or in connection with the publication of any defamatory comments about you in such feedback and ratings.

**9.2** When submitting Feedback and Ratings, you must comply with the Feedback Guidelines. You agree to indemnify and hold harmless ThatsChampionPet.co.uk and its affiliates (and their respective employees, directors and representatives) against any claim or action brought by a third party, arising out of or in connection with any Feedback or Ratings left by you on the Site.

## **10 Grants of Licence, Intellectual Property and Linking and Framing**

**10.1** Licenses (a) Your Grant. By entering into this Marketplace Agreement and listing an item, you grant ThatsChampionPet.co.uk and its affiliates a non-exclusive, worldwide, royalty-free, perpetual, irrevocable, right to exercise all copyright, database rights and rights of publicity over the material displayed in your listings or in any other catalogue or product information that you provide to us (excluding any of your logos, trademarks or other similar branding), in any existing or future media, known or unknown, now or at any later date. (b) ThatsChampionPet.co.uk's Grant.

ThatsChampionPet.co.uk grants you limited non-transferrable license to each participant to make personal use only of the Site and the Service in accordance with this Marketplace Agreement. This license expressly excludes, without limitation: any resale or commercial use of the Site and the Service; modifying, distributing, copying, republishing or making any derivative of the Site or the Service; the collection and use of participant e-

mail addresses or other participant information, Ratings, Feedback or listings, or any data extraction or data mining whatsoever.

## **10.2 Intellectual Property Rights**

Subject to the licence granted to you under Clause 10.1(b), ThatsChampionPet.co.uk reserves all right, title and interest in its and its affiliates' intellectual property rights (including, without limitation, any patents, trademarks, service marks, registered designs, applications for any of the foregoing, copyright, database rights, design rights, know-how, confidential information, trade and business names and any other similar protected rights in any country) in the Site and the Service. Any goodwill accruing out of the use of ThatsChampionPet.co.uk's and its affiliates' trade marks, trade and business names and service marks under this Marketplace Agreement will vest in ThatsChampionPet.co.uk and its affiliates, as the case may be.

## **10.3 Linking to the Site and prohibition on Framing**

Despite anything else contained in this Agreement, you must ensure that each link (graphical, text or otherwise) to the Site posted or maintained on any location by you or on your behalf, conveys users directly to the Site, without displaying or performing any other advertisement, promotion or content (whether audio, visual, audio-visual or otherwise). In addition, you must not take any action, or assist, authorise or encourage any third party to take any action, that would cause the appearance or presentation of the Site as seen by users linking to the Site to be different from that seen by users who access the Site by hand-entering the applicable URL into a generally commercially available browser which has not been customised for a particular person or entity. Without limiting the generality of the foregoing, you must not, at any time, make use of any framing techniques or technologies, interstitial advertisements, pop-up windows or consoles or other similar items or techniques in connection with any link to or on the Site.

## **10.4 Linking off the Site**

Sellers must not include any links (graphical, text or otherwise) in any Fixed Price Sale listing on the Site, save where such links convey users directly to another location on the Site, without displaying or performing any other advertisements, promotions or content (whether audio, visual, audio-visual or otherwise). Except as approved in advance in writing by ThatsChampionPet.co.uk, you will not, and you will cause your affiliates not to, directly or indirectly (e.g.: through a Third Party (as defined below):

(a) sell, barter, disclose or transfer to any Third Party (which in this clause 10.4 shall mean any party other than you or your affiliates ("Third Party"), any data acquired by you as a result of any transaction using the Service (whether this is information that pertains to the identity of a user and/or buyer, the order or referral information (here meaning any information disclosing that a buyer purchased a product through the Site, and/or any other personally identifiable information regarding any user and/or buyer), or permit any Third Party to have access to the same;

(b) send to any user or buyer of the Service any non-electronic direct-mail marketing that promotes or advertises anyone (including you and your affiliates);

(c) send to any user or buyer of the Service any electronic communication except as necessary to complete any buyer's transaction or to respond to a customer service enquiry made by such buyer concerning such transaction;

(d) use any domain name (or any part of it) on the Site and/or otherwise in any communications that you have with any user of the Service and/or any buyer (by way of example but not limitation, you should not use "www" ".com", ".co.uk" or similar domain name identifiers);

(e) include in any communication made or authorised by you with any user of the Service and/or any buyer including, without limitation, in any order (including the packaging of the order and any promotional pieces, invoices and alike sent with it), order confirmation and/or other communication made in connection with the fulfilment of a transaction:

(i) any offer from or reference to any Third Party and/or

(ii) any link or reference to any website other than the Site (or otherwise seek to direct any person to any website other than the Site), except that you may include in any communication to a buyer links or references (or otherwise direct such buyer to your website solely in connection with your

fulfilment of, or as necessary to provide customer service with respect to such applicable purchase);

(iii) any reference to domain names;

(f) target (on any basis via any means) unsolicited communications of any kind to any user of the Service and/or any buyer. You will comply with the Data Protection Act 1998, including, but not limited to, the Seventh Principle.

## **11 Data Protection and Privacy**

**11.1** ThatsChampionPet.co.uk uses your personal data in the manner set out in the Privacy Policy and as further described in this Marketplace Agreement (e.g.: in clauses 5 and 9.1), which is incorporated into this Marketplace Agreement by reference, in so far as it is applicable to personal data collected or used in connection with the Site and the Service. By using the Service and the Site, you consent to the collection and use of your personal data by ThatsChampionPet.co.uk in the manner set out in the Privacy Policy. If we decide to change our Privacy Policy, we will post those changes on the Privacy Policy page so that you are always aware of what information we collect, how we use it and under what circumstances we disclose it. You should check the Privacy Policy frequently for changes.

**11.2** Unless otherwise authorised or consented, you agree not to use any information regarding other participants that is accessible from the Site, except to enter into and complete transactions conducted via the Site. You agree not to use any such information for purposes of solicitation, advertising, unsolicited e-mail or spamming, harassment, invasion of privacy or otherwise objectionable conduct.

## **12 No Warranties**

**12.1** Disclaimer of Warranties. The site and the service are provided on an "as is" basis. ThatsChampionPet.co.uk makes no other representations or warranties of any kind, express or implied, including without limitation: (a) the implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement; (b) that the site or the service will meet your requirements, will always be available, accessible, uninterrupted, timely, secure or operate without error; (c) the information, content, materials or products included on the site will be as represented by sellers, available for sale at the time of listing, lawful to sell, or that sellers or buyers will perform as promised. (d) any implied warranty arising from course of dealing or usage of trade; and (e) any obligation, liability, right, claim or remedy in tort, whether or not arising from the negligence of ThatsChampionPet.co.uk. To the full extent permissible under applicable law, ThatsChampionPet.co.uk disclaims any and all such warranties

**12.2** General release. Because ThatsChampionPet.co.uk is not the agent of either seller or buyer, if a dispute arises between one or more participants, each of you release ThatsChampionPet.co.uk (and its employees, representatives and agents) from claims, demands and damages (actual and 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.

## **13 Limitation of liability**

**13.1** to the fullest extent permitted at law, ThatsChampionPet.co.uk will not be liable (whether in contract, tort--including negligence, or under any statutory implied term) for any damages of any kind including without limitation direct, indirect, incidental, punitive, special and consequential damages (including, without limitation, loss of profits, loss of revenue or loss of data) arising out of or in connection with the Marketplace Agreement, the site, the service, the inability to use the service or those resulting from any goods or services purchased or obtained or messages received or feedback or ratings posted to the site or transactions entered into through the service, whether or not ThatsChampionPet.co.uk has been advised of the possibility of such damage.

**13.2** Despite anything else contained in this Agreement, neither party excludes any liability for death or personal injury to the extent only that it arises as a result of the negligence of that party, its employees, agents or authorised representatives.

## **14 VAT and other taxes on the sale of goods and/or services by Sellers.**

You agree that it is the seller's responsibility to determine whether VAT, customs, import or export duties, excise taxes or other taxes apply to the

sale of goods and services to the buyer and to collect, report and remit the correct tax, as applicable, to the appropriate tax authority. You agree that, unless otherwise agreed by us with a seller in advance in writing, the price stated by any seller for any goods or services offered on the Site is inclusive of any VAT, customs, import or export duty, excise tax or other tax that the seller may be required to remit in connection with such sale. You also agree that ThatsChampionPet.co.uk is not obliged to determine whether VAT or other taxes apply to any sale of any goods or services by a seller to a buyer on the Site and is not responsible for collecting, remitting or reporting any VAT or other taxes arising from such sale.

## **15 General Provisions**

### **15.1 Entire Agreement**

This Agreement incorporates by this reference all terms, conditions, policies, guidelines and other information on the Site concerning the Site or the Service, including but not limited to the Privacy Policy and Conditions of Use & Sale and constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes and cancels all prior and contemporaneous agreements, claims, representations and understandings of the parties in connection with the subject matter hereof.

### **15.2 No Agency; Third-Party Beneficiary**

ThatsChampionPet.co.uk is not the agent, fiduciary, trustee or other representative of you. Nothing expressed or mentioned in or implied from this Agreement is intended or shall be construed to give to any person other than the parties hereto any legal or equitable right, remedy or claim under or in respect to this Agreement. This Agreement and all of the representations, warranties, covenants, conditions and provisions hereof are intended to be and are for the sole and exclusive benefit of ThatsChampionPet.co.uk and its affiliates, you, and relying buyers or sellers.

### **15.3 Severability**

If any provision of this Agreement shall be deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these terms and conditions and shall not affect the validity and enforceability of any remaining provisions.

### **15.4 No Waiver**

ThatsChampionPet.co.uk's failure to enforce the strict performance of any provision of this Agreement will not constitute a waiver of ThatsChampionPet.co.uk's right to subsequently enforce such provision or any other provisions of this Agreement.

### **15.5 Variations**

This Marketplace Agreement may only be amended or modified in writing (which may be represented electronically) and only in the manner set out in the remainder of this clause. ThatsChampionPet.co.uk reserves the right to change any of the terms and conditions contained in this Agreement or any policies or guidelines governing the Site or Service, at any time and in its sole and absolute discretion. Any changes will be effective upon posting of the revisions on the Site. All notice of changes to this Agreement will be posted on the Site for thirty (30) days. You are responsible for reviewing the notice and any applicable changes. Changes to referenced policies and guidelines may be posted without notice to you. Your continued use of this site and the service following ThatsChampionPet.co.uk's posting of any changes will constitute your acceptance of such changes or modifications. If you do not agree to any changes to this agreement, then your only remedy is to cease use of the service or this site.

### **15.6 Notices and Enquiries**

Notices can be sent to you at the e-mail address you provided to ThatsChampionPet.co.uk or posted on the Site. You may send notices and enquiries to ThatsChampionPet.co.uk as follows:

Venture Stream, 7 - 15 Pink Lane NE1 5DW

### **15.7 Governing Law**

This Marketplace Agreement will be interpreted, construed and enforced in all respects in accordance with the laws of the England and Wales.

## **B. Terms and Conditions Specific to Sellers**

### **1. Seller's Obligations with respect to Listing Items**

**1.1** Sellers Warranties. By listing an item in a Fixed Price Sale:

**1.1.1** you represent a warrant to prospective buyers that: (a) you are the true owner of the item or are properly authorised to sell the item by the true owner and are able to transfer good title to the item free from any third party claims, liens or encumbrances; and (b) the listing is accurate, current and complete and is not misleading or otherwise deceptive;

**1.1.2** Unless we have agreed with you in advance and in writing to the contrary, you represent and warrant to ThatsChampionPet.co.uk that: if you are a business, you are duly organized, validly existing and in good standing under the laws of the state or country in which your business is registered. In any event, you represent and warrant to ThatsChampionPet.co.uk that: (a.) the item is not one that would fall within any of the prohibited items described in clause A.4. and (b.) the item is safe and bears any marking and labeling required under applicable law e.g. a "CE" mark.

### **1.2** Compliance with Applicable Law

You further warrant that the sale or distribution of the item is not in breach of applicable law (including, where items are sold internationally, the law of the destination country). This responsibility includes, but is not limited to, ensuring that (a) any items sold are safe, (b) any items sold bear a "CE" or any other mark where required by applicable law, (c) any items sold are appropriately packaged and labelled as required by applicable law, (d) any items sold otherwise comply with all applicable law regarding their sale. You will audit the products that you sell on a regular basis (at least monthly) to ensure ongoing compliance with this obligation. You will also advise the buyer of any age or other restrictions that apply to the sale of any products that you sell. ThatsChampionPet.co.uk makes no representations that items not appearing on the prohibited items list in clause A.4. or in applicable guidelines contained in the Help Section may be sold or distributed or offered for sale under applicable law.

### **2. Seller's Fees**

**2.1** When joining ThatsChampionPet.co.uk, there is no account setup fee.

**2.2** By listing item(s) on the Site for Fixed Price Sale, you agree to pay the fees set out in the Fee Schedule as follows: transaction fees equal to 15% of all order received (all items) including delivery charges, excluding VAT. We may, in our sole and absolute discretion, waive, reduce, or reverse charges or fees for a specific transaction.

**2.3** All fees listed in the Fee Schedule are in Great British Pounds Sterling, and are exclusive of VAT, unless stated otherwise. The Fee Schedule may vary in the future. The Fee Schedule in effect at the time of the order processing regarding the relevant item will govern the transaction. You should check the fees and terms each time you participate in a Fixed Price Sale. All fees are payable upon demand (except for subscription fees which are due periodically without demand as set out in the Fee Schedule).

**2.4** VAT on seller fees. The seller fees are subject to VAT where applicable and will be paid by the seller at the time of payment of the corresponding fees.

### **3. Prohibited Acts, Security Measures.**

**3.1** Sellers must:

- (a) sell all items on his or her own account and must not represent that he or she is selling on behalf of any third party; and
- (b) not use the Service or the Site in the contravention of any applicable law nor permit or assist others to do so.

**3.2** As a security measure, we may, but are not required to, impose transaction limits on some or all buyers and sellers relating to the value of any

transaction, disbursement or adjustment, the cumulative value of all transactions, disbursement or adjustment, during a period of time, or the number of transactions per day or other period of time.

#### **4. Order information**

Each sale of an item agreed via the Site is recorded in the relevant seller's ThatsChampionPet.co.uk Seller Account using our standard procedures. The seller may access the Seller's Transactions feature in the ThatsChampionPet.co.uk Seller Account only with a browser that is compatible with the Service, including any security features that are a part of the Service. Seller waives any right it may have to assert a claim against ThatsChampionPet.co.uk with respect to the Site and the Service (including, without limitation, to protection under the ThatsChampionPet.co.uk Buyer Guarantee) when dispatching an item to an address other than the address provided in respect of that item in the ThatsChampionPet.co.uk Seller Account.

#### **5. Procedures and Guidelines**

You agree to abide by the procedures and guidelines, contained in the Help section, for conducting Fixed Price Sales, which are incorporated by reference into, and made part of, this Marketplace Agreement. The procedures and guidelines contained in the Help section explain the processes and set out acceptable conduct and prohibited practices. We may change these procedures and guidelines in the future in accordance with clause

**5.1.** You should refer regularly to the Help section to understand the current procedures and guidelines for participating and to be sure that the items you offer for sale can be sold on the Site. For each item you list on the Site, you will provide to us the state or country from which the item ships. You will provide to us (using the processes and timing that we designate) any requested information regarding shipment, tracking (to the extent available) and order status, and we may make any of this information publicly available. You will not send customers emails concerning shipping confirmation of products you sell (except that to the extent we have not yet enabled functionality for your account that allows payment to be processed on the basis of when shipment occurs, then you will send customers emails confirming shipment of products you sell in a format and manner reasonably acceptable to us). Promptly after shipment of a customer's order (or any portion of the customer's order), you will accurately inform us that the order has been shipped (and, in the case of a customer order that is shipped in more than one shipment, accurately inform us which portion of the order has been shipped), using our standard functionality for communicating such information when we make that functionality available to you ("Confirmation of Shipment"). If you fail to provide Confirmation of Shipment within the time frame specified by us (e.g., 30 days after the date an order was placed), we may in our sole discretion cancel (and/or direct you to stop and/or cancel) any such transaction, and you will stop and/or cancel any such transaction upon such request by us. You will comply with any instructions from the manufacturer, distributor and/or licensor of a product regarding street date for delivery (which means the date, if any, specified by the manufacturer, distributor and/or licensor of a product as the date before which such product should not be delivered or otherwise made available to customers) or the street date for disclosure (which means the date, if any, specified by the manufacturer, distributor and/or licensor of a product as the date before which specified information regarding such product (e.g., title of a book) should not be disclosed publicly).

#### **6. Payment, refunds, and adjustments.**

**6.1** A buyer must pay via the Service for an item purchased via the Site with any major credit or debit card accepted on the Site. Sellers shall not invoice buyers off the Site, and all seller-initiated refunds or adjustments for purchases made via the Site must be initiated by the Sellers via their ThatsChampionPet.co.uk Seller Account, using functionality we enable for your Seller Account. This functionality may be modified or discontinued by us at any time without notice and is subject to the terms of this Marketplace Agreement.

We will provide such refunds or adjustments to the buyer (which may be in the same payment form originally used to purchase your product via the Site) and you will reimburse us for all amounts so paid.

**6.2** The amount due and payable to each seller under this Marketplace Agreement at any time shall be the total amount paid by buyers for the

seller's items since the seller last received payment via the Service for the seller's items ordered on the Site, less (i) any fees due to ThatsChampionPet.co.uk under clause B.2, (ii) any refunds, adjustments, or other amounts paid to buyers under clause B.6.1, (iii) any refunds due to buyers under clause B.6.3, and (iv) any other amounts owed by Seller to ThatsChampionPet.co.uk. The amount due shall be paid in accordance with clause B.6.4 to the seller's designated bank account with a bank located in the UK on a Business Day when the automated clearing houses are open for business (Monday through Friday, excluding bank holidays in the United Kingdom). On occasion, payment may be by paper cheque sent to the seller's postal address, for instance, if the seller's bank will not accept an electronic transfer to the Seller's Bank Account. We will pay net amounts due to Sellers to their accounts on a 28-day cycle.

**6.3** A payment made by a buyer in respect of a particular item will not be due or payable to a seller (or if paid, shall be reimbursed by the seller to us), and we will not be liable to the seller if:

(a) we, in our sole and absolute discretion, (i) decide to pay the buyer in relation to that item under the terms of the ThatsChampionPet.co.uk BuyerBuyer Guarantee, (ii) determine that the seller cannot promptly deliver the item under clause A.5.1 or the seller has otherwise breached the provisions of this Marketplace Agreement and we initiate a refund to the buyer, (iii) do not permit a transaction or disbursement to proceed where any limit established by us for a security reason would be exceeded, or (iv) permit a buyer to withdraw from a transaction because the Service is unavailable following the commencement of a transaction;

(b) we discover the payment is erroneous or relates to a duplicate transaction,

(c) the payment is the subject of a chargeback from the buyer's credit card issuer or bank.

Where reimbursement by the seller is required under this clause 6, without notice to the seller we may obtain such reimbursement by (i) deducting the amount from any future payments that would otherwise have been owed to the seller, (ii) reversing any transfer to the Seller's Bank Account, (iii) or seeking such reimbursement from the seller by any other lawful means.

In the event that we elect not to recover from the seller a buyer's chargeback, failed payment, or other payment reversal (a "Payment Failure"), we will assume the debt associated with the Payment Failure and the seller irrevocably assigns to ThatsChampionPet.co.uk all rights, title and interest that the seller has in and associated with that debt.

**6.4** We will bear the risk of credit card fraud (i.e. fraudulent purchase arising from the theft and unauthorized use of a third party's credit card information) occurring in connection with a buyer's authorized credit card payment, and Seller will bear all other risk of fraud or loss; provided, that we will not bear the risk of credit card fraud in connection with any of Seller's products (except those products, if any, that are fulfilled using the Fulfilment by ThatsChampionPet.co.uk service) that are not fulfilled strictly in accordance with the order information and shipping information that we provide you.

## **7. Notwithstanding the provisions of clause**

B.6.4, if we reasonably conclude, based on information available to us, that seller's actions and/or performance in connection with the Service may result in disputes, chargebacks or other claims, then we may in our sole and absolute discretion delay initiating any remittances and withhold any payments to be made or that are otherwise due to seller in connection with the Service or this Agreement for the shorter of: (a) a period of 90 days following the initial date of suspension; or (b) completion of any investigation(s) regarding any seller actions and/or performance in connection with this Agreement.

## **8. All notices will be sent by e-mail or will be posted on the Site.**

We will send notices to the seller at the e-mail address maintained in ThatsChampionPet.co.uk's records for the seller. The seller will monitor his or her e-mail messages frequently to ensure awareness of any notices sent by us. The seller will send notices to us at our current e-mail address published on our Site. E-mail notices are deemed written notices for all purposes for which written notices may be required. E-mail notices are deemed received the Business Day after transmission if properly addressed to the intended recipient. If not sent by e-mail, notice to be sent from

within the UK may be provided in writing and mailed with Royal Mail, postage paid, First Class mail properly addressed or personally delivered by express courier such as DHL. Notices to be sent from outside the UK may be sent by a carrier and method equivalent to Royal Mail First Class mail. Mail is properly addressed if sent by us to the address maintained in our records for the seller. First Class mail is properly addressed if sent by the seller to the current address published by us on our Site. Mail is deemed received three Business Days after it is deposited with Royal Mail. A notice sent by express courier is deemed received when personally delivered to the intended recipient or to a person with apparent authority to receive such delivery on behalf of the intended recipient.

9. Sellers must have an invoice address in Belgium, Denmark, Finland, France, Germany, Ireland, Italy, Japan, Netherlands, Norway, Portugal, Spain, Sweden, Switzerland, The United Kingdom or The United States and a UK bank account in order to sell on ThatsChampionPet.co.uk Marketplace.

## **C. Terms and Conditions Specific to Buyers**

As well as reading the following Terms & Conditions to which you have agreed by using this Site, you should also refer to the terms and conditions of each individual Seller on their ThatsChampionPet.co.uk home or product pages before making any order.

### **I. Terms of Use**

These are the general terms and conditions of ThatsChampionPet.co.uk governing your use of the Site.

#### **1. What you are allowed to do**

**1.1** purchase goods from the Marketplace, provided you accept the Terms of Sale, which will apply to any contract made between you and ThatsChampionPet.co.uk for the purchase and sale of goods from the Marketplace. These terms are outlined in Section 2 below;

**1.2** browse the Marketplace using a compatible web browser. Permission to browse the Marketplace includes permission to make transient or cached copies of parts of the Marketplace to the extent that this occurs in the normal course of using your browser and that these copies are used only to facilitate current or subsequent access to the Marketplace by you;

**1.3** print a copy of any page of the Marketplace; for your own personal purposes, provided you do not do any of the things set out under "What you are not allowed to do".

#### **2. What you are not allowed to do**

**2.1** you may not remove or change anything on the Marketplace unless you are an approved seller, subject to terms outlined in our Seller Policies

**2.2** you are not allowed to copy or use any material from the Marketplace for any commercial purpose, unless permission has been indicated on the Site.

**2.3** you are not allowed to remove or change any copyright, trade mark or other intellectual property rights notices contained in the original material or from any material copied or printed off from the Marketplace.

#### **3. Your personal information**

**3.1** Usage of your personal information is governed by ThatsChampionPet.co.uk's Privacy Policy, which forms part of these General Terms of Use.

#### **4. Usernames and Passwords**

**4.1** If you want to purchase something from the Marketplace, we will ask you to register an account with us. During registration, you will be asked to provide your email address and password, which you can use to make a purchase;

**4.2** You must keep your password(s) confidential at all times, and must not disclose the password(s) or permit anyone else to use your

password(s). Any breach of any of these terms by anyone to whom you disclose the password(s) will be treated as if the breach had been committed by you, and will not relieve you of your obligations under these terms of use;

**4.3** In the event of any failure or error in the operation of a password(s), you shall cease using the password(s) and exit the Marketplace immediately, and notify ThatsChampionPet.co.uk of such failure or error.

## **5. Suspension and termination of accounts**

**5.1** ThatsChampionPet.co.uk may suspend the operation of the Site for repair or maintenance work or in order to update or upgrade the contents or functionality of the Marketplace from time to time. Access to or use of the Marketplace or pages linked to it will be not necessarily be uninterrupted or error free;

**5.2** ThatsChampionPet.co.uk may terminate your account(s) immediately in the event you breach any of these terms of use or if you are late or do not pay any sums due to ThatsChampionPet.co.uk.

## **II. Terms of Sale: Marketplace**

### **1. The Sales Terms**

Should you purchase any goods from the Marketplace, you will be contracting with individual Marketplace Sellers on the terms outlined below. Please read these terms and conditions carefully.

**1.1** These Terms of Sale ("Sales Terms") govern the supply of any goods you order via this Marketplace. Please read through the Sales Terms carefully. If you do not agree with the Sales Terms, do not order any goods from this Marketplace. If ThatsChampionPet.co.uk Sellers accept any order for goods from you, then its agreement with you will be made on these Sales Terms.

**1.2** Please note that ThatsChampionPet.co.uk reserves the right to amend the Sales Terms from time to time. ThatsChampionPet.co.uk will publish the amended Sales Terms on the Marketplace and any new versions of the Sales Terms will come into effect as soon as ThatsChampionPet.co.uk publish them on the Marketplace (with the exception that any orders that ThatsChampionPet.co.uk Sellers have already accepted from you prior to any such change will be subject to the Sales Terms in force at that point). If you use the Marketplace after ThatsChampionPet.co.uk has published the new Terms, your continued use of the Marketplace indicates that you agree to be bound by the new Sales Terms.

### **2. Availability of the goods supplied by the Marketplace**

**2.1** ThatsChampionPet.co.uk or its Sellers may terminate or suspend the supply of any goods displayed on the Marketplace in the event of out of stocks, for support or maintenance work, in order to update content or for any other reason. ThatsChampionPet.co.uk may do this at any time and without notice. Products on the Marketplace are normally available for despatch within 48 hours and for products with slower availability, an estimated shipment preparation time is provided in the associated product listings on the Marketplace.

### **3. Buying goods from this Marketplace**

**3.1** Pricing policy - ThatsChampionPet.co.uk Sellers may change the prices of the goods displayed on the Marketplace at any time. The prices for all the goods available on the Marketplace are clearly marked in their description and all items are subject to VAT at the prevailing rate. The VAT inclusive amount is included in the total price published on the site. Marketplace Sellers reserve the right to raise our prices in line with any increase in the prevailing rate of VAT. This will be shown clearly on your order. All applicable delivery charges are also displayed on the Marketplace. Delivery charges may be applicable on products ordered from different sellers even if placed on a single order. All prices are in Pounds Sterling. ThatsChampionPet.co.uk Sellers may make available offers and discounts using promotion codes. Only one promotion code is valid per order.

**3.2 Conclusion of Contract of Sale** -The information relating to ThatsChampionPet.co.uk Sellers' goods and relevant prices are displayed on the Marketplace for your information and to enable you decide whether you would like to make us an offer to purchase any such goods. When you place an order to purchase a product from www.ThatsChampionPet.co.uk Seller(s), we will send you an e-mail confirming receipt of your order and containing the details of your order. Your order represents an offer to Marketplace Seller(s) to purchase a product which is accepted by when the Seller(s) send e-mail confirmation to you that they have dispatched that product to you. That acceptance will be complete at the time we send the dispatch confirmation e-mail to you. The contract will relate only to those goods and/or services notified in the email acknowledgement of order. Any products on the same order which we have not confirmed in a dispatch confirmation e-mail to have been dispatched do not form part of that contract. We may refuse to process a transaction for any reason or refuse service to anyone at any time at our sole discretion. We will not be liable to you or any third party by reason of so refusing or by reason of unwinding or suspending any transaction after processing has begun.

**3.3 Method of payment** - A buyer must pay via the Service for an item purchased via the Site, with any major credit or debit card accepted on the Site under the terms and conditions published on the Site at the time of order processing. ThatsChampionPet.co.uk accepts Visa, Mastercard, American Express and bank Maestro cards, as well as Paypal. ThatsChampionPet.co.uk does not accept Visa Electron and Diner's Club. When making your payment, it is imperative that you provide the information that ThatsChampionPet.co.uk specify is required, for example, cardholder's name as it is shown on the card and address exactly as it appears on the card statement. Your card will be debited when ThatsChampionPet.co.uk confirms that it has accepted your order. Ownership or title to the product shall not pass to you, the buyer, until ThatsChampionPet.co.uk has received payment in full. After the credit or debit card charge is approved, and the buyer's order is confirmed to the seller, the seller is obliged to despatch the item sold in accordance with clause A.5. The buyer will resolve any dispute directly with the seller, or under the ThatsChampionPet.co.uk Buyer Guarantee described in Clause C.II.3.13. Sellers shall not invoice buyers, and buyers must not accept seller's invoices, off the Site. All refunds for purchases made via the Site must be initiated by the Sellers and may only be accepted by buyers via the Site.

**3.4 Delivery** - Your shopping basket on the Site displays the goods you have chosen, the Seller who will supply them and details of post and packing. The delivery costs for each Seller vary according to the delivery methods they offer. Any delivery times quoted are estimates only, based on availability and normal delivery time in working days.

**3.5 Out of stocks** - If any item you have chosen is unavailable, ThatsChampionPet.co.uk Seller(s) will contact you via phone or your email address and set out the options that are available to you.

**3.6 Return of goods policy** - We want you to be completely satisfied with your purchases. If you wish to discuss or organise a return, exchange or refund of any item, please contact the Seller directly using the contact facility on the Site.

If you are not completely satisfied with any item you ordered, just return it, if possible in the original packaging (with your customer advice note) within 14 days of the date of receipt and we will refund your money or send you a replacement - no questions asked. Items returned under ThatsChampionPet.co.uk's 14 days returns policy must be unopened with any seals and shrink-wrap intact (e.g., for CDs and DVDs, electronics, food). Please note: Sellers can only accept the return of opened items if they are faulty. Sellers are only able to replace identical products (requests for different sizes acceptable), so if you wish to order additional items it will be treated as a new order. The ThatsChampionPet.co.uk guarantee is in addition to your statutory rights.

When you send your item back to a Seller, we'll process the returned item then notify you via e-mail of your refund. You can expect a refund in the same form of payment originally used for purchase within three weeks of our receiving your return. Please note that the costs for returning the item to a Seller are unrefundable.

If you are returning an item because of an error on the part of a Seller or because it is damaged or defective, we will be happy to refund the delivery charges incurred in sending the item to you and we'll reimburse your costs in returning it to a Seller.

The following items are likely to be non-returnable and non-refundable:

1. perishable products, including fresh food and flowers;
2. personal products such as underwear, jewellery (especially earrings), cosmetics; regarding underwear, please ensure that underwear is tried on over your own underwear. Sellers reserve the right to refuse returns of underwear items where it is apparent that this has not been the case.
3. large items of furniture which are often specially made or ordered;
4. personalised items that are specially made, or ordered, with your choice of name, fabric, message or other customized aspect;
5. homewares that are made up in your own choice of fabric or material, such as lampshades, throws, cushions and other items; and
6. art, sculpture, ceramics and other creations that are often specially commissioned when you place an order.

There are naturally exceptions to the terms shown above, where for instance products are specially made, so please always double check the returns policy directly with the Seller concerned.

**3.7 Cancellation Policy** - Please note that you have a legal right to cancel your order within 14 days of the date of receipt of the goods (provided the goods are returned to the Seller new and in an unused condition in the original packaging together with a copy of the receipt. By returning, packing securely and enclosing the advice note and sending it back to the Seller, a refund will be provided within 30 days of the date of cancellation.

**3.8 Legal age** - ThatsChampionPet.co.uk does not sell products for purchase by children. We sell children's products for purchase by adults. If you are under 18, you may use ThatsChampionPet.co.uk only with the involvement of a parent or guardian.

In accordance with UK law when you place an order for alcoholic beverages with ThatsChampionPet.co.uk from the Marketplace you warrant that you are at least 18 years of age and that you are legally capable of entering into binding contracts.

**3.9 Vouchers** - From time to time, vouchers may be issued for free delivery or for discounts on orders or products. You may only use one voucher per order. Some vouchers may only be used once per customer. Please contact [info@ThatsChampionPet.co.uk](mailto:info@ThatsChampionPet.co.uk) if you have any questions about redeeming a voucher code.

**3.10 Free gifts** -From time to time, free products may be offered with a product or order. These free products are included as part of your order and if any part of the order is returned for a refund we reserve the right to deduct the value of the free gift from your refund if they are not returned too.

#### **3.11 ThatsChampionPet.co.uk Gift Voucher Terms**

1. ThatsChampionPet.co.uk gift vouchers can be used to purchase goods online at ThatsChampionPet.co.uk or over the phone.
2. Gift vouchers and unused portions of gift vouchers expire two years from the date of issuance.
3. ThatsChampionPet.co.uk gift vouchers can only be used once.
4. The total value of the gift voucher will be applied against the total order including VAT. If the goods purchased online total less than the value of the gift voucher, the remaining balance cannot be carried over or used on future purchases. If your order exceeds the amount of your gift voucher, you must pay for the balance with an approved credit card, debit card or by cheque.
5. Promotional offers, coupons and discounts may not be applied toward the purchase of an ThatsChampionPet.co.uk gift voucher.
6. When redeeming gift vouchers online or over the phone you will be required to provide the voucher number printed on the gift voucher. You may also be required to provide additional evidence of the voucher itself, which may include you needing to post the voucher to ThatsChampionPet.co.uk as part of the redemption process.
7. If you have to return goods for credit originally purchased online using gift voucher(s), then in most instances you will receive another voucher

code to use on a future purchase.

8. The cash value of a gift voucher is 0.001p.

9. Gift vouchers cannot be used to purchase other gift vouchers.

10. ThatsChampionPet.co.uk is not responsible for lost or stolen gift vouchers.

11. No VAT is charged when buying a gift voucher; however, purchases paid for with a gift voucher will be charged applicable VAT.

3.12. The ThatsChampionPet.co.uk Buyer Guarantee

1.1 ThatsChampionPet.co.uk wants you to have a safe buying experience. If the buyer of an item has provided payment to the seller, but the seller did not deliver the item, or, if the buyer received the item, but it was materially different from the seller's description of the item,

ThatsChampionPet.co.uk will pay the buyer up to £500 of the purchase price, including shipping charges subject to the following conditions. The following conditions apply to the ThatsChampionPet.co.uk buyer guarantee:

(1) the buyer purchased the item on ThatsChampionPet.co.uk marketplace and paid via the service.

(2) the buyer must wait 30 days or should this occur first, three (3) days after the estimated delivery date, but not longer than 90 days, after the order date to request payment from ThatsChampionPet.co.uk under the ThatsChampionPet.co.uk buyer guarantee and submit the guarantee submission form;

(3) the buyer must provide the required information on the guarantee submission form truthfully and accurately to receive payment;

(4) the buyer must be a resident of, Belgium, Denmark, Finland, France, Germany, Ireland, Italy, Japan, Netherlands, Norway, Portugal, Spain, Sweden, Switzerland, The United Kingdom or The United States and provide a street address in one of those countries for payment;

(5) the buyer is limited to a lifetime maximum of five claims across all ThatsChampionPet.co.uk sites; and

(6) the buyer must not request a chargeback for the fixed price purchase from the issuing bank.

1.2 You warrant and represent to ThatsChampionPet.co.uk that the information you provide on the Guarantee Submission Form will be true and correct.

## **2. Buyer's fees.**

Although ThatsChampionPet.co.uk does not currently charge buyers any fees to use the Service and the Site, it reserves its right to do so in the future.

## **3. Prohibited acts.**

Buyers must not:

**3.1** Whether by themselves or in conjunction with other participants, manipulate transactions in ways that are unfair to other participants or users;

and

**3.2** use the Service or the Site in the contravention of any applicable law nor permit or assist others to do so.

## **4. Inspection of items.**

Buyers must inspect any item purchased from a seller immediately upon receipt to ensure that it accords with any description given by the seller in the item's listing and to ensure that the product is safe.