

Terms of Service (Caroline Bosmans – Resale Platform)

These Terms of Service (the “Terms”) govern your access to and use of the Caroline Bosmans resale services and any related C2C resale features made available through the Caroline Bosmans website (the “Platform”), which enable the sale and purchase of pre-owned products between individual users.

The Platform is made available by **The Fashion People sp. z o.o.** (the “Technology Partner”, “we”, “us” or “our”), with the support of external service providers acting on our behalf (including a resale service provider).

By using the Platform, whether as a seller, buyer, or visitor (“you”, “Seller”, or “Buyer” as applicable), you agree to be bound by these Terms. If you do not agree to these Terms, you may not use the Platform or the services provided through it (the “Services”).

1. Eligibility and acceptance of the Terms

1. You must be at least **18 years old** or the age of majority in your country of residence to use the Services.
2. Your access to and use of the Platform are governed by these Terms and our **Privacy Policy**, which forms an integral part of these Terms.
3. You agree to provide only true, accurate, current, and complete information and accept full responsibility for all activity that occurs through your account.
4. We are not required to verify the identity or authority of any person using your account.
5. We may, at our sole discretion and without notice, suspend or close your account or restrict access to all or part of the Services for any reason.

2. Changes to the Terms or Services

1. We may update these Terms from time to time at our sole discretion. We will notify you by posting the updated Terms on the Platform and/or via other communications.
2. It is your responsibility to review these Terms regularly.
3. Continued use of the Services after updated Terms are posted constitutes acceptance of the changes.
4. We may terminate, change, suspend, restrict, or discontinue the Services (or your account) at any time if we believe you violate these Terms, website terms, applicable law, or for any other reason at our discretion.

3. How the Platform works

3.1 Buyers

1. Anyone may purchase an item on the Platform.
2. To purchase an item, select it from the resale collection on the website, add it to your cart, and check out (similar to purchasing a new item).
3. At checkout, Buyers will be charged:
 - the item price,
 - shipping costs, and
 - a Platform fee of **3% to 8%** of the purchase price (excluding shipping), as displayed at checkout.

3.1.1 Order process and confirmation

1. We will provide tracking information for your order.
2. After delivery, we will email you asking you to confirm whether the item's condition matches the listing description.

A. Dispute (condition not as described).

If you select “No”, you will be directed to an online form to provide more details. Our customer support team may contact you for additional information to help resolve the dispute.

B. Waiver due to no response.

If you do not confirm the item's condition within **24 hours** of delivery, you waive your right to dispute the item's condition, and the item will be deemed accepted as described.

3.2 Sellers

To sell items, Sellers must create an account on the Platform.

3.2.1 Listing an item (“Item Details”)

1. To list an item for sale, you must submit item information using our online form, including text, photos, and any related content (the “Item Details”).
2. By submitting Item Details, you represent and warrant that the Item Details are true and accurate.
3. You grant us, our resale service provider (acting on our behalf), and our and their respective parents, subsidiaries, affiliates, agents, partners, licensees, successors, and assigns a worldwide, perpetual, non-exclusive, transferable, irrevocable, royalty-free license (with the right to sublicense at multiple levels) to use, copy, modify, create derivative works from, distribute, publicly display, and publicly perform the Item Details (in whole or in part) in connection with:
 - (a) displaying the listing on the website,
 - (b) including Item Details in email communications with Buyers and Sellers,

- (c) generating reports and analytics,
- (d) promotional and marketing use of the Services (including email marketing, newsletters, presentations, and other media), and/or
- (e) any other legally permitted use consistent with these Terms and not inconsistent with the Privacy Policy.

3.2.2 Submitted materials (non-confidential) Unless we expressly request it, please do not send confidential, secret, or proprietary information. Any information, proposals, inquiries, creative works, photographs, documents, ideas, suggestions, drawings, comments, reviews, ratings, feedback, or other materials submitted or transmitted through the Services in any manner (including Item Details or through “Contact us” features) (collectively, “Submitted Materials”) may be treated as non-confidential and non-proprietary and may be used by us in accordance with these Terms.

By submitting, posting, or sending Submitted Materials, you represent and warrant that: - (A) the Submitted Materials are original and no other party has rights to them, or - (B) you have all necessary licenses, rights, consents, and permissions to submit and allow use of the Submitted Materials as described in these Terms, and any “moral rights” have been waived to the extent permitted by law.

We are not responsible for storing Submitted Materials and may remove or destroy any Submitted Materials you provide. You agree to keep all necessary supporting documentation and provide it upon request.

We have no obligation to review, edit, or monitor Submitted Materials and assume no liability for them. However, we may remove Submitted Materials (in whole or in part), with or without notice, at any time and for any reason.

3.2.3 Listing confirmation; approval/rejection; starting price

1. After submitting Item Details, you will receive an email confirming submission.
2. After review by our resale service provider:
 - if approved, the listing will appear in the resale collection on the Platform,
 - if rejected, you will receive the reasons for rejection, and we may allow resubmission at our discretion.
3. The resale service provider may offer a suggested starting price for reference only. Sellers set prices at their own discretion.
4. We (and/or the resale service provider) may suspend, reject, or cancel any listing, in whole or in part, at any time, for any reason, including where the price is deemed unreasonable.

3.2.4 Shipping by Sellers

1. The Seller is responsible for shipping the item to the Buyer using the shipping method selected by the Buyer and the shipping label we provide.
2. The Platform may send reminders to the Seller after a sale is made.
3. We recommend Sellers ship sold items within **3 business days** after the order is accepted.

3.2.5 Delivery confirmation; disputes; payout

1. After the item is delivered, the Buyer has **24 hours** to confirm the item's condition.
2. If the Buyer reports that the item is not as described, we may request additional information from the Buyer and may contact the Seller.
3. If our support team determines, at its discretion, that the item is not as described, we may withhold funds from the Seller and refund the Buyer within **7 days**.
4. If the Buyer confirms the condition within 24 hours, or no issue is reported within 24 hours after delivery, the Platform will release the Seller's proceeds promptly, minus any applicable fees, to the Seller's saved bank account or other payout method in accordance with these Terms.

4. Shipping policy

A. Who ships?

All resale items are fulfilled and shipped by the relevant Seller, who (if an individual) sells the item in their own name via the Platform. Neither the Technology Partner nor the resale service provider is considered the "Seller" of any item unless expressly stated otherwise on the Platform.

B. When will my order ship?

Orders are shipped directly by Sellers. Sellers are encouraged to ship within **3 days** of accepting the order. Please allow 1–2 additional days for unexpected delays on the Seller's side. Once the carrier receives your item, you should receive tracking details by email. Items should arrive no later than **4–5 days** after shipment; however, delivery times are not guaranteed and we are not responsible for shipping or delivery delays.

If tracking indicates the package was delivered but you did not receive it, contact us for assistance. We are not responsible for lost/missing packages marked as successfully delivered to the order address.

C. Can I cancel my order?

All orders for items on the Platform are **final** and cannot be cancelled.

D. What should I do after receiving my order?

After delivery, you will receive an email allowing you to confirm delivery and rate the item. Please confirm delivery and the item's condition within **24 hours**. If the item meets expectations, you are encouraged to rate the Seller accordingly.

If not, notify us within 24 hours using the link in the delivery confirmation email.

E. I have an issue with my order.

All Platform orders are managed by our resale service provider. Contact us and we will help.

5. Returns and refunds

A. Final sale / exception (not as described).

Unless expressly stated otherwise in the item description, all orders are **final**, except where an item is delivered in a condition materially different from what was described in the Seller's listing. As described above, after delivery we ask the Buyer to confirm whether the item matches the listing. If the Buyer selects "No" and opens a dispute within **24 hours** of delivery, and we confirm the item is not as described, we will offer a refund and provide return instructions.

B. Refund timing.

If the Buyer's claim is accepted, we will refund the Buyer within **7 days**.

C. Return shipping costs.

The Seller (not the Buyer) is responsible for all shipping costs related to returns. Our resale service provider may charge the Seller for all return shipping costs.

D. How to contact support.

Please contact us for assistance and include your order number and purchase date.

6. Disclaimer of warranties; limitation of liability

To the maximum extent permitted by law, the Services (including all related content, features, downloads, and materials) are provided "as is" and "as available", without warranties of any kind, whether express or implied, including without limitation warranties of availability, accuracy, completeness, title, non-infringement, merchantability, or fitness for a particular purpose.

We do not guarantee that the Services will be timely, secure, uninterrupted, or error-free, or that defects will be corrected. No oral or written advice or information creates any warranty not expressly stated in these Terms.

We do not endorse and are not responsible for any opinions, recommendations, listings, links, data, ads, advice, items, products, content, materials, or information made available by users or other third parties through the Services, including without limitation items offered for sale by Sellers (except where we are expressly identified as the seller).

You acknowledge that when you buy an item through the Platform, you are purchasing a used item from an individual Seller, not from the Technology Partner or the resale service provider. We disclaim all warranties related to

items sold by users, including authenticity, condition, suitability, and absence of defects, except as required by applicable law.

To the maximum extent permitted by law, neither the Technology Partner nor the resale service provider will be liable for any indirect, incidental, special, exemplary, consequential, or punitive damages, or for any loss of profits, revenues, savings, business opportunities, data, goodwill, service interruption, computer damage, system failure, or cost of substitute services, arising out of or in connection with these Terms or the use of or inability to use the Services, under any legal theory, even if advised of the possibility of such damages.

To the maximum extent permitted by law, the total liability of the Technology Partner and/or the resale service provider arising out of or relating to these Terms or the Services will not exceed the amounts you paid for products available on the Platform.

Some jurisdictions do not allow certain warranty disclaimers or liability limitations, so some of the above may not apply to you.

7. Intellectual property

A. Proprietary rights.

The Services are operated by the Technology Partner and service providers acting on its behalf (including the resale service provider). As between you and the Technology Partner, the design, text, graphics, logos, button icons, images, audio clips, content, and materials, and their selection and arrangement, and all associated intellectual property and proprietary rights, are owned exclusively by the Technology Partner and its licensors and suppliers (including the resale service provider), and are protected by applicable copyright and other laws.

You may electronically copy and print portions of the Services solely for personal use in connection with accessing the Platform and using the Services. Any other use (including reproduction, modification, distribution, republication, transmission, display, or performance) without prior written consent of both the Technology Partner and the resale service provider is prohibited.

You agree not to remove, alter, or obscure any copyright, trademark, service mark, or other proprietary notices on or accompanying the Services.

B. Trademarks.

All trademarks, logos, and service marks displayed on the Platform are the property of their respective owners. Nothing in these Terms grants you any right to use any trademark without the owner's prior written permission.