

**GENERAL TERMS AND CONDITIONS OF USE | BACK MARKET  
DATED 1 JULY 2020**

As this page is not very light-hearted, it was put in Comic Sans MS 🤪  
(It's a dream come true)

**Article 1. Recitals**

**1.1** The company JUNG S.A.S., a simplified joint-stock company whose registered address is 154 boulevard Macdonald, 75019 Paris and listed on the Paris Trade and Companies Register under number 804 049 476, whose VAT number is FR 67804049476, makes available, via the Platform (see the definitions of terms in article 2 below) with the objective of putting buyers in contact with professional sellers of Products, according to the operational rules hereafter.

**1.2** JUNG S.A.S. is in no case the seller or reseller of Products on the Platform which are sold directly and exclusively by the Sellers. JUNG S.A.S. acts as intermediary, particularly for Sellers to offer their Products for sale and for Buyers to buy them.

**Article 2. Definitions**

In every instance where, in this contract, the words below appear, in singular or plural form, with a capital letter, they shall have the following meanings:

**Buyer(s)** means any natural person(s) of legal age with the capacity to complete legal actions as well as any legal person(s) under private law, holding a customer account.

**T&Cs** means these terms and conditions of use which govern relations between Buyers and JUNG S.A.S.

**Product File** means the description of a Product, indicating as a minimum, the price including VAT expressed in Euros, a description of the basic characteristics of the Product, the brand, model and state of the Product.

**Seller File** means the description of a Seller, indicating as a minimum, its trading name (and, if different, its legal name), the address of its establishment (and, if different, its registered address), its registration number on the Trade and Companies Register.

**Platform** means the Internet website, accessible at the address [www.backmarket.co.uk](http://www.backmarket.co.uk), at which Buyers and Sellers can be put in contact for the purchase of Products.

**Products** means all kinds of repackaged and/or refurbished products.

**Services** means the services offered by JUNG S.A.S. on the Platform, such as the service of putting Buyers and Sellers in contact, the availability of a customer account through which the Buyer can purchase Products from Sellers, access Sellers' invoices, contact a Seller (particularly if it has a claim to make about a Product), access its telephone numbers, follow up on orders, follow up on resales, create alerts, etc.

**Seller(s)** means any professional seller of Products registered on the Platform.

### **Article 3. Scope of application, acceptance and modifications of the T&Cs**

**3.1** The purpose of the T&Cs is to determine the rules of access to the Platform and use of the Services. They do not govern relations between Buyers and Sellers which are subject to the general terms and conditions of sale, which may be consulted [here](#).

**3.2** The T&Cs must be unreservedly accepted by each user when creating their account, whether aside from any Product order or during the first Product order. The user takes care to read the T&Cs, accept them and save a copy for themselves for reference if needed. Refusing the T&Cs when creating their customer account prevents the user from being able to create their customer account and therefore benefit from the Services and the Platform. User which have accepted the T&Cs undertakes to respect the clauses thereof throughout the use of the Platform.

**3.3** These T&Cs are susceptible to change. The new T&Cs apply to any Buyer which has accepted them from their entry into force. A Buyer's continued use of the Services after the effective date of the amended T&Cs shall constitute as the Buyer's acceptance of them. A Buyer's refusal of the new T&Cs shall incur the closure of their customer account, which shall prevent their use of the Platform to make new orders (see article 5 "Closing a customer account").

### **Article 4. Creating a customer account**

**4.1** In order to benefit from the Services, a customer account must be created on the Platform. A customer account must be created before any purchase, or at the time of a purchase. One single customer account allows access to the Platform irrespective of the extension of the website (backmarket.co.uk, backmarket.fr, backmarket.de, backmarket.es, backmarket.it, etc.).

**4.2** Only natural persons of legal age with the capacity to complete legal actions as well as any legal persons under private law, are authorised to create a customer account. It requires the communication of an email address and the creation of a password. Natural persons must provide their full name, email address, mobile phone number and physical address; legal persons must provide their full name, email address, phone number of the natural person representing them on the Platform and upon purchase, their legal name, registered address and VAT number. This information is collected and processed as explained in the document "[Data Protection](#)".

**4.3** It is imperative that accurate, complete information is provided and updated in order to guarantee the proper operation of Services. In this regard, the Buyer also undertakes to update its customer account and to immediately make any appropriate changes concerning its information. The Buyer is solely responsible for the consequences that may arise from the provision of false, invalid, erroneous or obsolete information.

**4.4** The email address and password are the log-in information to connect to the customer account. The log-in information is strictly personal and the Buyer undertakes to keep its password confidential. In this regard, the Buyer is solely authorised to use the Platform through its customer account and undertakes not to allow any other person to access its customer account. The Buyer is obliged to take all appropriate measures to ensure the confidentiality of its password, restricted access to its computer and other equipment. In the event that the Buyer is aware of access to its customer account by a third party, the Buyer undertakes to immediately inform JUNG S.A.S. of same by email address to [hello@backmarket.co.uk](mailto:hello@backmarket.co.uk).

**4.5** The Buyer undertakes to create and use no more than one customer account, irrespective of the extension of the website (backmarket.co.uk, backmarket.fr, backmarket.de, backmarket.es, backmarket.it, etc.) that it uses to access the Platform. Any derogation from this rule, particularly for a Buyer's customer account for a legal person, must be the subject of an express request by the Buyer and express, specific

authorisation by JUNG S.A.S. The act of creating or using one or more other customer account(s), at the same time or after a first customer account has been closed, under its own identity or that of a third party, without having sought and obtained authorisation from JUNG S.A.S., may incur the closure of the customer account(s), which will prevent the Buyer from using the Platform to make new orders (see article 5 "Closing a customer account").

#### **Article 5. Closing a customer account**

**5.1 Closing of the customer account by the Buyer:** the Buyer may freely close their customer account at any time without notice through the customer account or by writing to [legal@backmarket.com](mailto:legal@backmarket.com) or by letter to Back Market, Service Juridique / Responsable Données Personnelles, 152 Boulevard Macdonald, 75019 Paris, giving us your full name, email address and if possible the customer reference. The customer account's closure takes effect at the latest 30 days after the date of notification by the Buyer of its wish to close its customer account so long as there are no outstanding orders. Otherwise, the closing of the customer account by the Buyer takes effect at the end of the retraction period given in article 11 of the terms and conditions of sale, accessible on the Platform.

**5.2 Closing of the customer account by JUNG S.A.S.:** JUNG S.A.S. may close a Buyer's customer account, where the Buyer has refused the new T&Cs (see article 3.3) and/or a single Buyer has created more than one customer account (see article 4.5) and/or where the Buyer has breached the obligations imposed by article 4.4 of these T&Cs.

**5.2.1 Informing the Buyer:** JUNG S.A.S. undertakes to inform the Buyer of its intention to close its customer account, by sending the Buyer an email address detailing the reasons for this closure. If the Buyer has not corrected its breach within 15 calendar days from the date of the abovementioned email, JUNG S.A.S. will send the Buyer an email notifying them of the closure of their customer account. The closing of the Buyer's customer account takes effect after 1 month after notification.

**5.2.2 Services accessible during the month prior to effective closure of the customer account:** access to order history, contact with Sellers, access to invoices that the Buyer must download in order to keep a local, hard copy, access to product resale history, modification of their profile and access to alerts, the Buyer must also remove the money from their e-wallet prior to the closure of their customer account. The Buyer clearly conserves the possibility to make a claim and invoke the legal guarantees during the times given in the terms and conditions of sale accessible on the Platform.

**5.3 Consequences of closure:** The Buyer may no longer order Products on the Platform or avail of Services. Despite the closure of their account, irrespective of the initiating party and cause, for two (2) years following the delivery of the last Product ordered on the Platform, the Buyer may invoke the legal guarantees.

#### **Article 6. Free Services**

Services are free for the Buyer, and do not give rise to any payment on the Buyer's part. Payments made by Buyers on the Platform are intended for Sellers, who pay JUNG S.A.S. in particular for its intermediary services.

#### **Article 7. Relations between JUNG S.A.S. and Sellers**

The Sellers are professionals who, wishing to sell their Products on the Platform, register on the Platform and sign a contract with JUNG S.A.S. There is no capital link, partnership, agency relationship or joint venture between JUNG S.A.S. and any of the Sellers, who are all independent of JUNG S.A.S. but pay it a commission on the price of the orders made by the Buyers, particularly in exchange for the intermediary service. The payment of this commission does not influence the categorisation of Sellers' offers which depends on other configurations which may be consulted on the Website.

## **Article 8. Ordering Products**

**8.1** In order to buy a Product, an active customer account is required, i.e. not closed, or one should be created. Products are ordered on the Platform from Sellers who complete the Seller Files, Product Files and the delivery terms and charges. Sellers are solely responsible in this regard for (i) the veracity and exhaustiveness of the information provided in the Seller File and the Product description in the Product File, as well as (ii) the Product's full compliance with its description in the Product File. The Buyer acknowledges that they shall have no right to bring any claim or proceedings against JUNG S.A.S. in the event of an incomplete or inaccurate Seller File or Product File or in the event of a difference in the Product description in the Product File and the actual state of the Product. The price of the Product is freely set by the Seller. Notwithstanding the above, nothing within these T&Cs will affect the Buyer's rights should there be any problem with a Product.

**8.2** The Products presented for sale on the Platform, accessible from the backmarker.co.uk website can only be delivered in the United Kingdom, unless the Seller offers delivery elsewhere.

**8.3** The Buyer selects the Product(s) that they wish to purchase. They then click on "Add to basket", select their delivery option and desired commercial warranty. They are then informed of the total cost of their order. If they are not already logged into their customer account, the user is invited to log in or create a customer account. Then, the Buyer completes the desired delivery address and reads the T&Cs of sale available on the Platform, and the T&Cs of use of the Platform. Once they have read the T&Cs of sale and, where applicable, the T&Cs of use of the Platform, the Buyer must accept them and save a hard copy. Finally, the Buyer may then click on "Continue". The Buyer then chooses their method of payment and provides the necessary information to finalise their payment. They are finally invited to click on "Validate and Pay". which invokes the Buyer's obligation to pay.

**8.4** However, the Buyer is informed that the sale is not completed at that point. In effect, with regard to Products which are occasional goods, the Seller may have only one item in stock, and insofar as the Seller's stock is not provided on the Platform, the Seller has a period of 24 working hours to confirm their ability to honour the order. The sale of Product(s) is therefore concluded between the Buyer and the Seller at the time when the Seller has confirmed the availability of the Product(s). In case of confirmation of the availability of the Product(s), the sale is completed and the Buyer is debited by the amount of its order. In the event of unavailable Product(s) or absence of confirmation of their availability by the Seller within the aforementioned 24 hour period, the order is automatically cancelled and the sale is deemed never to have been completed. The holding of the Buyer's payment is then immediately released.

**8.5** Orders made by a Buyer are independent of each other and if an order concerns the purchase of several Products, each purchase is independent of the others. Thus, if one or more orders have not been confirmed by the relevant Seller(s), the Buyer's other order(s) are not cancelled and the Buyer is obliged to pay the order(s) which have not been cancelled. Similarly, where only one Product on a same order for at least 2 Products is not available, the order is not cancelled and the sale is completed for the other available Product(s). As a result, where one or more Product(s) ordered from one or more Sellers on the Platform are not available, this does not invoke the cancellation of all of the order or other orders, and the Buyer is obliged to the part of the order / the other order(s) concerning the other available Product(s).

**8.6** The payment methods available on the Platform are the following in particular: (i) payment by bank card in one instalment through the secure 3D payment system put in

place by JUNG S.A.S. and its payment partner and (ii) payment with codes (payment, discount or promotional).

**8.7** JUNG S.A.S. receives the price of orders paid by the Buyer on the Seller's behalf, through its payment service provider, and passes on the payment after deducting its intermediary commission. The Buyer's payment information is never communicated to Sellers which are only given the Buyer's contact details which are necessary for communication with the Seller and processing of their order, namely their full name, email address, postal address and mobile phone number as well as delivery address.

**8.8** Delivery times and methods are provided by the Seller, which is solely responsible for full compliance with same. Ordered Products are shipped and delivered at the Seller's risk but through its customer account the Buyer may track the progress of their order and, if it has chosen tracked shipping, the progress of their delivery.

#### **Article 9. Reviewing Sellers**

The Buyer may review their Seller(s) as well as the Product(s) on the Platform. Once their order is finalised, the Buyer may review the Seller's service as well as the Product through the reviewing system available on the Platform. The Buyer is informed that their date of purchase and criteria for categorising reviews are displayed with their review. The Buyer also reserves the right to amend their review at any time.

#### **Article 10. Back Market Communications**

**10.1** The Buyer receives notifications from JUNG S.A.S. to their customer account as well as emails at the email address they have provided when creating their customer account or afterwards. Once the creation of their customer account is completed, the Buyer receives an email confirming that their account has been successfully created. Once their order is completed, the Buyer receives emails and/or notifications (i) indicating that their order has been received and sent to the Seller and giving the T&Cs of use, (ii) confirming that the Seller accepts the order and giving the T&Cs of sale that can be [consulted here](#), or otherwise, informing them that the Seller cannot honour the order, (iii) notifying the Buyer of any event in the follow-up to the order. Once the Product is delivered, the Buyer is invited to give their opinion on the Product and the Seller.

**10.2** JUNG S.A.S.'s customer service can be contacted Tuesday to Friday (excluding public holidays) between 10am and 12pm, at +44 20 3322 5575 or by email at [hello@backmarket.co.uk](mailto:hello@backmarket.co.uk). They are available to Buyers for all queries or complaints about the Services or the Platform. For any query or complaint about Products, implementing the warranties given by Sellers, right of retraction, delivery, etc., Back Market's customer service shall make every effort to forward on the Buyer(s)' query or complaint to the Seller(s) and liaise between them. However, Buyers understand and accept that Sellers' customer service is provided by Sellers themselves, not JUNG S.A.S. which has no role in transmitting information in this case.

#### **Article 10. Payment, discount and promotional codes**

**10.1 Codes:** JUNG S.A.S. may offer Buyers payment, discount or promotional codes to use on the Platform on any extension of the website (backmarket.co.uk, backmarket.fr, backmarket.es, backmarket.it, backmarket.de, etc.). These codes are valid on all Products placed for sale on the Platform until their expiry date and within the conditions specific to each code. The Buyer may obtain these codes during sponsorships or promotions implemented by JUNG S.A.S., Sellers or third parties.

**10.2 Nature of codes:** payment codes for a monetary value (X euros), discount codes for a percentage discount (X%) and promotional codes for a particular offer (for example "breakage and theft' insurance for 1 year for a minimum purchase amount").

Each code is subject to the general terms described in article 12.3 and is subject to a description and specific conditions relative to its nature, value, validity and terms of use which the Buyer must have accepted prior to the purchase of the code or, if they have not purchased it, prior to use of that code.

**10.3 General terms of codes:** unless otherwise stated in the description for codes, (i) codes are not cumulative (i.e., the Buyer cannot use several codes for the same order), (ii) codes do not apply for delivery charges unless otherwise stated, (iii) codes cannot be exchanged or reimbursed (i.e., if the Buyer has not used a code prior to its expiry date, the code is permanently lost), (iv) codes with a monetary value can be used in several instalments (i.e., the value of the monetary code not used is credited to the e-wallet accessible via the Buyer's customer account until the expiry date of the code) and (v) codes cannot be used for an order that is already validated.

## **Article 11. Claims**

**11.1 Complaints concerning the Services** are addressed to JUNG S.A.S.'s customer service under the conditions indicated in article 10.2 of these T&Cs of use.

**11.2 Complaints concerning the Products** are addressed directly to the Seller by the Buyer through their customer account, unless it is closed.

**11.2.1** For a Buyer whose customer account is active: the Buyer undertakes only to communicate with the Seller through their customer account. The Buyer and the Seller may each track the complaint from their respective accounts and shall have an alert system under the "Help" tab.

**11.2.2** For a Buyer whose customer account is closed: the Buyer addresses their complaint about a Product being sure to indicate the number and date of their order and JUNG S.A.S. is then responsible for sending the Buyer's complaint to the Seller and inversely, sending the Seller's response to the Buyer by email.

**11.2.1** In all cases, the Buyer is informed that the Seller is solely responsible for processing the complaint and for after-sales service for Products they sell on the Platform. However, JUNG S.A.S. may intervene under the conditions described below, in the event that the Buyer encounters an issue with the Seller.

**11.3 Intervention by JUNG S.A.S.:** JUNG S.A.S. allows Buyers who encounter an issue with a Seller to intervene when the following cumulative conditions are met: (i) the Buyer has an active current account, i.e. an account which has not been closed, (ii) the Buyer has made a complaint within the deadlines for the legal guarantees and via its customer account, (iii) the Seller has not provided a response (or a satisfactory response) to the Buyer within 24 hours following the complaint, (iv) the Buyer's complaint relates to a compliance fault / hidden defect in the Product. If all of these conditions are met, the Buyer may seek intervention by JUNG S.A.S., which undertakes to act as arbitrator. In such case, depending on the purpose of the Buyer's complaint, JUNG S.A.S. requests that the Seller: (i) reimburse the price of the order or Product in dispute to the Buyer, (ii) resend a Product to the Buyer compliant with the ordered Product, (iii) offer a repair or replacement where the Product is not compliant or (iv) give the Buyer a prepaid label to return the Product. The solution offered by JUNG S.A.S., if accepted by the Buyer, is imposed upon the Seller. In the absence of implementation of the solution offered by JUNG S.A.S. within five working days following notification to the Seller, JUNG S.A.S. undertakes to substitute the Seller. In the event that the solution offered by JUNG S.A.S. cannot be implemented (for example, if the Seller has been asked to repair the Product which the Buyer has returned to it and the Seller does not return the Product to JUNG S.A.S., etc.), JUNG S.A.S. will implement another suitable solution after accepting the Buyer's opinion.

**11.4 Exclusion of intervention by JUNG S.A.S.:** Buyers may not benefit from JUNG S.A.S.'s intervention as described in article above where the Product is oxidised, broken and/or where one or more parts of the Product have been handled by the Buyer or by a third party mandated by the Buyer.

**Article 12. Liability of JUNG S.A.S.**

**12.1 Concerning the Services:** JUNG S.A.S. shall make every effort to ensure the availability of the Services and the Platform. However, due to the nature and characteristics of the Internet, it cannot be guaranteed. In addition, JUNG S.A.S. reserves the right to occasionally suspend or limit access to the Services and the Platform to carry out repairs, maintenance operations, and/or add and/or develop a function and/or a Service. JUNG S.A.S. is only liable for direct damages exclusively attributable to a contractual fault by JUNG S.A.S. However, in the absence of fault on its part (on the understanding that a breach of its obligations under the T&Cs of use constitutes a fault), JUNG S.A.S. may not be held responsible for any damage suffered by a Buyer due to the use of a Service or the Platform or the impossibility to use all or part of a Service or the Platform. JUNG S.A.S. shall also not be held responsible for any malfunction, breakdown, delay or interruption in access to the Internet network.

**12.2 Concerning the Products:** As indicated above, JUNG S.A.S. is not the seller or reseller of Products on the Platform which are sold by the Sellers. As the sale of Products on the Platform occurs only between the Seller and the Buyer, the liability of JUNG S.A.S. shall not be claimed in relation to the sale, to which JUNG S.A.S. is external, unless in case of a breach by JUNG S.A.S. of its obligations under article 11.3. Insofar as the Seller completes the Product Files, Seller File and information on delivery methods and prices, JUNG S.A.S. shall in no case be held liable for the description of the Product, the Seller or the delivery methods and times provided, any commercial warranty given by the Seller or the Products themselves, their availability and their compliance.

**Article 13. Paid insurance for breakage and theft**

In addition to the legal guarantees of compliance and against hidden defects and any commercial warranty given by the Seller and intervention by JUNG S.A.S. according to articles 15.3 and 15.4 above, when making their purchase on the Platform, the Buyer may purchase insurance covering the breakage and theft of their Product. The terms and price of insurance depend on the price of the Product and the options chosen by the Buyer, the latter will be invited to read the general and particular terms and conditions of insurance which will be provided prior to their purchase, prior to payment of their order.

**Article 14. Liability of Buyers**

The Buyer undertakes to use the Services and the Platform in compliance with the T&Cs of use and not to breach any legal or regulatory rule of public order. In particular, the Buyer undertakes to provide true, exact information, compliant with reality and not breaching third party rights, good standards or any public order rule when creating and updating their customer account, when making their order and using the Services and the Platform. In addition, when they submit an opinion or comment on a Product or Seller, the Buyer undertakes to do so with respect for JUNG S.A.S., the Sellers and third parties. As a result, the Buyer is prohibited from making comments that are (i) harmful to JUNG S.A.S., the Sellers or third parties as well as (ii) defamatory, injurious, denigrating or slanderous, (iii) discriminatory or inciting violence or racial, religious or ethnic hatred, or (iv) obscene or paedophilic.

**Article 15. Personal Data and Cookies**

The Buyer's personal data is processed by JUNG S.A.S. and some is transferred to Sellers. In addition, JUNG S.A.S. uses cookies. The policies on personal data and cookies are described in the documents "Protection of personal data" and "Cookies Policy".

**Article 16. Applicable law and settlement of disputes**

**20.1** These general terms and conditions are subject to English law.

**20.2** In the event of a dispute relative to the formation, conclusion, execution, interpretation or validity of the T&Cs of use or relations with JUNG S.A.S., the Buyer and JUNG S.A.S. are invited to take all necessary diligence to find an amicable resolution to their dispute.

**20.3** The Buyer is informed that if they wish, they may freely refer to a consumer mediator for the amicable resolution of the dispute with JUNG S.A.S. In this regard, the Buyer may either (i) freely use the online dispute settlement platform put in place by the European Commission, available at this link.

**20.4** If the Buyer does not wish to avail of mediation, if the mediation has not been successful, or in the event of failure of other measures that the Buyer may take in an attempt to amicably resolve their dispute with JUNG S.A.S., the Buyer may refer to the courts of England and Wales.