

Ryangolf Marketplace Terms and Conditions

Terms and Conditions for Sellers of products through the Ryangolf Marketplace System

These terms and conditions are the contract between you and Ryangolf ("us", "we", etc). By visiting or using our website, you agree to be bound by them.

We are Ryangolf, registered number 626299, incorporated in Dublin Ireland. Our registered office is at Drumcondra, Dublin 9.

1. Definitions

"Commission"	means the commission you pay us, calculated as a percentage of the value of sales made by you through us, net of VAT.
"Content"	means the textual, visual or audio content that is encountered on our website. It may include, among other things: text, images, sounds, videos and animations. It includes content posted by you both directly to offer your products for sale and indirectly, for any other purpose.
"Device"	includes any computer, device, work station, electronic application or electronic receiving device.
"Fee"	means the subscription we charge for placing products on our website.
"Our Website"	means any website or Service designed for electronic access by mobile or fixed Device which is owned or operated by us Ryangolf. It includes all the hardware and software installations that enable our website to function.
"Post"	means place on or into our website any content or material of any sort by any means.
"Product"	means any item offered for sale by you on our website, whether physical goods or downloads, together with all supporting text, and information in any medium.
"Service"	means all the services available from our website, whether free or charged. For the sake of good order "service" does not include any service offered for sale on our website by any person other than us.
"Ryangolf Marketplace" or Our App"	means our Ryangolf Marketplace which enables a user of a Device to select, order and pay for goods using that device via the Internet.

2. Interpretation

In this agreement unless the context otherwise requires:

- 2.1. a reference to one gender shall include any or all genders and a reference to the singular may be interpreted where appropriate as a reference to the plural and vice versa.
- 2.2. a reference to a person includes a human individual, a corporate entity and any organisation which is managed or controlled as a unit.
- 2.3. a reference to a person includes reference to that person's successors, legal representatives, permitted assigns and any person to whom rights and obligations are transferred or pass as a result of a merger, division, reconstruction or other re-organisation involving that person.
- 2.4. the headings to the paragraphs and schedules (if any) to this agreement are inserted for convenience only and do not affect the interpretation.
- 2.5. any agreement by any party not to do or omit to do something includes an obligation not to allow some other person to do or omit to do that same thing;
- 2.6. except where stated otherwise, any obligation of any person arising from this agreement may be performed by any other person;

3. Our contract

- 3.1. The relationship between us is solely that:
 - 3.1.1 in consideration of the fee charged by us, we provide for you an Internet marketplace as an arm's length contractor.
 - 3.1.2 we act as your agent solely in the collection of money paid by your buyer through Stripe or Paypal.
 - 3.1.3 we are not partners or joint venturers.
- 3.2. If you place a Product for sale on our website, you do so subject to these terms.
- 3.3. When you place a Product on our website, you will be bound to provide on our website all the information required by the European Union(Consumer Information, Cancellation and Other Rights) Regulations 2013.
- 3.4. In consideration of the fee, we provide for you a marketplace accessible via the Ryangolf Marketplace website and App. The amount of the Fee is set out in the subscription page, placed on our website.

- 3.5. We may change this agreement in any way at any time. The version applicable to your contract is the version which was posted on our website at the time that the contract was made.
- 3.6. In contracting with users of our App, we make certain assumptions as to your compliance with the law and to the procedures set out on our website. You agree to comply so far as your business model permits, with those procedures.
- 3.7. Insofar as we provide points of guidance on our website, relating to product delivery, returns, payments and other practical matters, such guidance is not to be interpreted as appropriate to your particular products or circumstances. They do not differentiate between the compliance requirements of different merchants, nor do they cover exclusions which may apply to you or to some of your products. Accordingly, you must not assume that you have complied with the Regulations by adopting our standards. Accordingly, your compliance must be provided by:
 - 3.7.1 your business procedures;
 - 3.7.2 all of the pre-purchase information you give to prospective buyers;
 - 3.7.3 the content on your website.

For the sake of good order, we remind you that the Regulations provide that all information of whatever nature, provided to a buyer, is deemed to be relevant and true.

- 3.8. Although we are not a party to your contract with a buyer introduced to you via our website, we shall remove your products from offer if a customer or our website visitor has a valid complaint against you.
- 3.9. Subject to this agreement and to the procedures set out on our website, you may enter a product for sale through our website.

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

- 4.1. You authorise us to take any action that may reasonably be required from time to time, to protect your interests and ours in connection with a breach or possible breach of the Regulations.
- 4.2. Because we are not your agents except to market your products and take payment, all your obligations under the Regulations must be fulfilled by you. That means the information you provide to us by entry or upload into our website must be clear, sufficient and complete, to comply with the Regulations.

- 4.3. On our website, we will provide a route to allow a customer to directly deal with you. That will include options relating to delivery and cancellation of his order.
- 4.4. We will also provide regulatory information relating to returns and cancellation. We expect you to comply with those terms unless the product you sell, or your business model, requires different terms. The terms on our website will be communicated only as information to the buyer and not as contract terms.
- 4.5. Because every reference to a product of yours, made by you or by us, may be treated by a consumer as contractual, you agree:
 - 4.5.1 to make clear any contractual term in content you place on our website, which may be different from any term on our website.
 - 4.5.2 that no content on your website will contradict content you place on our website.

5. Your licence to us

- 5.1. You now warrant that:
 - 5.1.1 you have the authority to enter into this agreement and bind the person or organisation named by you as the seller and licensor;
 - 5.1.2 you own the copyright in all content you may post to our website or that you have the permission of the owner to use it and to grant this licence to us.
 - 5.1.3 you know of no lawful reason why any person should object to or claim for infringement of, any intellectual property right relating to any content you may post.
- 5.2. In posting data through our service you grant to us an irrevocable, sub-licensable, licence to display your product in images and text in the public domain. In doing so you understand and accept that we shall grant a sub-licence to any person in any terms we may from time to time decide, to download your product images or any other content, to his mobile phone.
- 5.3. We will use that licence only for commercial purposes in reference to Ryangolf Marketplace and will stop using it after a commercially reasonable period of time.
- 5.4. You agree to waive of your right to be identified as the author and your right to object to derogatory treatment of your content as provided in the Copyright and Related Rights Act 2000.

- 5.5. Posting content does not change your ownership of the copyright in it. We have no claim over it and we will not protect your rights for you.
- 5.6. You understand that you are personally responsible for your breach of intellectual property rights, defamation, or any law, which may occur as a result of any content having been posted by you;
- 5.7. You accept all risk and responsibility for determining whether any Content is in the public domain and not confidential.
- 5.8. Please notify us of any security breach or unauthorised use of your account.

6. Your Product placement

You agree:

- 6.1. not knowingly to place any product for sale which is not of merchantable quality or which requires for its setup or use a level of technical expertise which is not fully explained to a customer before purchase.
- 6.2. to make suitable arrangements for the delivery of each product, including packaging and carriage, so that you can comply with the delivery terms you have given to us.
- 6.3. immediately to remove from sale on our website any product which for any reason, you are unable to supply.
- 6.4. not to re-place any product we remove from offer for sale.

7. Your account and personal information

- 7.1. When you visit our website, you accept responsibility for any action done by any person in your name or under your account or password. You should take all necessary steps to ensure that the password is kept confidential and secure and should inform us immediately if you have any reason to believe that your password has become known to anyone else, or if the password is being, or is likely to be, used in an unauthorised manner.
- 7.2. You agree that you have provided accurate, up to date, and complete information about yourself. We are not responsible for any error made as a result of such information being inaccurate.
- 7.3. You agree to notify us of any changes in your information immediately.
- 7.4. We may terminate your account immediately and without notice to you if you fail to notify us of any such changes.

8. The selling procedure

- 8.1. You agree that a contract to sell a product offered by you is a firm and binding contract as soon as your customer's payment has been accepted by our payment service provider.
- 8.2. Deliveries of hard copy and physical Products will be made from your premises, by post or by a carrier instructed by you subject to the contract between you and your customer. In your contract with customer you should clearly specify the mode of delivery and expense involved.
- 8.3. In the absence of information to the contrary, you agree to despatch a product within three days of notification of order by us, by a method likely to reach the buyer within a further four days.
- 8.4. You will notify the customer by email on the date of sending, that the product has been despatched and of the expected delivery date.
- 8.5. If at any time, any customer notifies you of non-delivery within the time scale offered by you on our website, you will investigate immediately and advise the customer of what you are doing to rectify the issue and when you expect to be able to deliver the product.
- 8.6. If it is apparent that a customer has not received a product within 14 days of the expected delivery date, you will refund money paid, including any delivery charge. This is a condition of your contract with us because our reputation, as well as yours, is at stake in those circumstances.
- 8.7. Products may be offered for sale subject to any discount or promotion arranged between you and us.
- 8.8. Subject to discounts and promotions, Products are offered for sale at a fixed price, inclusive of VAT.
- 8.9. All Products will be subject to a delivery charge which will be shown at the pay point. The delivery charge will be fixed by you for each item offered for sale. It may be changed at your discretion. Once you have sold an item, the delivery charge offered by you at the time of purchase cannot be increased.
- 8.10. You agree to provide an adequate stock of any Product placed by you for sale through Our Website and to tell us, through your control panel, if at any time your supply is exhausted. If that happens, you must also remove the product from sale or mark it as unavailable.
- 8.11. You agree to comply with the requirements implied in the returns policy set out on our website.

9. Products returned

You agree that you will at all times:

- 9.1. reply promptly and in any event within 48 hours to any customer message or other correspondence;
- 9.2. comply with the law relating to all aspects of the contract between you and your customer, relating in particular to your obligations to provide full information and accept cancellation and returns. However, you may also offer more favourable terms to your customers as per your own returns and refunds policy set out on your website or otherwise in your terms and conditions.
- 9.3. when you have an obligation to return money to a customer for any reason, you will do so immediately in line with the returns and refunds policy set out on our website;
- 9.4. immediately tell your customer in the event that products bought are not available.
- 9.5. comply with our procedures relating to satisfaction of an order, products returned and payment, as set out on our website from time to time.
- 9.6. provide information to us in respect of any claim for non-delivery and any dispute as to payment, so as to enable us to identify the possibility of fraud.

10. Our Commission and payment to you

- 10.1. We sell your product at the price you place on it, subject to these terms and subject also to the requirements we set out on our website from time to time.
- 10.2. Our website selling system is an automated system which can be followed by you through a "control panel".
- 10.3. We will pay you immediately once confirmed placement of order. We do not deduct any commission from sales of your orders.
- 10.4. If you accept any return from a customer and consequently refund their payment, you are fully responsible to cover the cost.
- 10.5. If in our discretion we believe that your performance as a seller results in a significant number of buyer disputes or if we believe you are in breach of this agreement, we are free to hold back payments to you until we are satisfied that disputes have been settled and / or breach rectified.

11. Your Product warranties

You warrant that:

- 11.1. any product you place on our website for sale:
 - 11.1.1 does not infringe the intellectual property rights of any person;
 - 11.1.2 does not offend against the law of any country whose citizens might purchase it;
 - 11.1.3 is not intended primarily to advertise any business, except your business, so far only as it is carried on through Ryangolf Marketplace.
- 11.2. you own the intellectual property rights in any product you place on our website for sale, or that you have the permission of the copyright owner:
 - 11.2.1 to place the product on our website for sale;
 - 11.2.2 to receive the net proceeds of such sales as arise;
 - 11.2.3 to defend the copyright in the product.

12. Indemnity

You agree to indemnify us against any loss, damage or liability, suffered by us at any time and arising out of:

- 12.1. any act, neglect or default of yours in connection with this agreement or with any product of yours or with your use of our services;
- 12.2. your breach of this agreement;
- 12.3. your failure to comply with any law;
- 12.4. any act, neglect or default by any agent, employee, licensee or customer of yours;
- 12.5. a claim or assessment or order to pay tax based on any sum paid by us.
- 12.6. a contractual claim arising from your use of the services

This indemnity shall include all costs reasonably incurred by us without the need to prove they were necessary.

13. Restrictions on what you may Post to Our Website

We invite you to contribute content to our website in several ways, as for example to upload information and sales material to promote your products/services. We have to regulate your use of our website to protect our business and our staff, to protect other users of our website and to comply with the law. These provisions apply to all users of our website.

We do not undertake to moderate or check content posted, but we do protect our business vigorously. If we believe content posted breaches the law, we shall co-operate fully with the law enforcement authorities in whatever ways we can.

You agree that you will not use or allow anyone else to use our website to post content, upload content or undertake any activity which is or may:

- 13.1. be unlawful, or tend to incite another person to commit a crime;
- 13.2. be obscene, offensive, threatening, violent, malicious or defamatory;
- 13.3. be sexually explicit or pornographic;
- 13.4. be likely to deceive any person or be used to impersonate any person, or to misrepresent your identity, age or affiliation with any person;
- 13.5. use a posting to solicit responses unconnected with the purpose of our website or the terms proposed by this agreement;

14. Your Posting: restricted content

In connection with the restrictions set out below, we may refuse or edit or remove a posting which does not comply with these terms.

In addition to the restrictions set out above, a Posting must not contain:

- 14.1. hyperlinks, other than those specifically authorized by us;
- 14.2. keywords or words repeated, which are irrelevant to the content posted.
- 14.3. the name, logo or trademark of any organisation other than yours.
- 14.4. inaccurate, false, or misleading information;
- 14.5. material or links to material that exploits people in a sexual, violent or other manner, or solicits personal information from anyone under 18 years old.

15. Removal of offensive Content

- 15.1. We are under no obligation to monitor or record the activity of any customer for any purpose, nor do we assume any responsibility to monitor or police Internet-related activities. However, we may do so without notice to you and without giving you a reason.
- 15.2. If you are offended by any content, the following procedure applies:
 - 15.2.1 Your claim or complaint must be submitted to us in the form available on our website, or contain the same information as that requested in our form. It must be sent to us by post or email.
 - 15.2.2 we shall remove the offending content as soon as we are reasonably able;
 - 15.2.3 after we receive notice of a claim or complaint, we shall investigate so far as we alone decide;
 - 15.2.4 we are free to either re-instate your content, or not, as we decide.

16. Security of Our Website

- 16.1. If you violate our website we shall take legal action against you.
- 16.2. You now agree that you will not, and will not allow any other person to:
 - 16.2.1 modify, copy, or cause damage or unintended effect to any portion of our website, or any software used within it.
 - 16.2.2 link to our website in any way that would cause the appearance or presentation of our website to be different from what would be seen by a user who accessed our website by typing the URL into a standard browser;
 - 16.2.3 download any part of our website, without our express written consent;
 - 16.2.4 collect or use any product listings, descriptions, or prices;
 - 16.2.5 collect or use any information obtained from or about our website or the content except as intended by this agreement;
 - 16.2.6 aggregate, copy or duplicate in any manner any of the content or information available from our website, other than as permitted by this agreement or as is reasonably necessary for your use of the services;

16.2.7 hide or remove the banner advertisements on any page of our website;

16.2.8 share with a third party any login credentials to our website;

16.3. Despite the above terms, we now grant a licence to you to:

16.3.1 create a hyperlink to our website for the purpose of promoting an interest common to both of us. You can do this without specific permission. This licence is conditional upon your not portraying us or any product or service in a false, misleading, derogatory, or otherwise offensive manner. You may not use any logo or other proprietary graphic or trademark of ours as part of the link without our express written consent.

16.3.2 you may copy the text of any page for your personal use in connection with our business.

17. Storage of data

17.1. You agree that bandwidth and storage requirement shall not exceed the amount ordered by you.

19.2 We may, from time to time, set a limit on the number of messages you may send, store, or receive through the service. We may delete messages in excess of that limit. We shall give you notice of any change to your limit, except in an emergency.

19.3 We maintain reasonable procedures for general backup of data for our own purposes but we give no warranty that your data will be saved or backed up in any particular circumstances unless we have made specific contractual arrangements with you in writing.

18. Copyright and other intellectual property rights

18.1. All Content on our website, for example page text, graphics, logos, images, audio clips, digital downloads, data compilations, and software, is the property of either us or our affiliates or suppliers of products for sale. It is all protected by international copyright laws.

18.2. You may not copy, modify, publish, transmit, transfer or sell, reproduce, create derivative works from, distribute, perform, display, or in any way exploit

any of the content, in whole or in part, except as is expressly permitted in this agreement or with our written consent.

- 18.3. For the sake of good order you should note that copyright exists in compilations and graphic images, shapes and styles, as well as in raw text.

19. Disclaimers and limitation of liability

- 19.1. The law differs from one country to another. This paragraph applies so far as the applicable law allows.
- 19.2. All implied conditions, warranties and terms are excluded from this agreement. If in any jurisdiction an implied condition, warrant or term cannot be excluded, then this sub paragraph shall be deemed to be reduced in effect, only to the extent necessary to release that specific condition, warranty or term.
- 19.3. We make no representation or warranty that our service will be:
- 19.3.1 useful to you;
 - 19.3.2 of satisfactory quality;
 - 19.3.3 fit for a particular purpose;
 - 19.3.4 data-secure;
 - 19.3.5 available or accessible, without interruption, or without error.
- 19.4. We claim no expert knowledge in any subject. We disclaim any obligation or liability to you arising directly or indirectly from information you take from our website.
- 19.5. We shall not be liable to you for any loss or expense arising out of or in connection with your use of our website, which is indirect or consequential loss, or economic loss or other loss of turnover, profits, business or goodwill. This applies whether in an action of contract, negligence or otherwise, even if such loss was reasonably foreseeable or we knew you might incur it.
- 19.6. We will do all we can to maintain access to our website, but it may be necessary for us to suspend all or part of our service for repairs, maintenance or other good reasons. We may do so without telling you first.
- 19.7. You acknowledge that our service may also be interrupted for reasons beyond our control.
- 19.8. You agree that we are not liable to you for any loss whether foreseeable or not, arising as a result of interruption to our service.

- 19.9. You now expressly release us from any and all claims and liability known and unknown, arising in any way from a dispute between you and a buyer.
- 19.10. Our website contains links to other Internet websites. We have neither power nor control over any such website. You acknowledge and agree that we shall not be liable in any way for the content of any such linked website, nor for any loss or damage arising from your use of any such website.
- 20.11 This paragraph (and any other paragraph which excludes or restricts our liability or provides an indemnity to us) applies to our directors, officers, employees, subcontractors, agents and affiliated companies as well as to us.
- 19.11. If you become aware of any breach of any term of this agreement by any person, please tell us by *info@ryangolf.ie*. We welcome your input but do not guarantee to agree with your judgement.
- 19.12. Nothing in this agreement shall be construed as limiting or excluding our liability for death or personal injury caused by our negligence.

20. Data Protection Act 2018 Compliance

- 20.1. Your own personal data will be held and processed by us in the ways set out in our privacy policy under our Terms and Conditions.
- 20.2. Insofar as we process personal and other data of the buyers or other person with whom you interact in the course of your business following terms apply:
- 20.2.1 to satisfy your legal obligations and ours, we will agree to comply with the provisions of the schedule.
- 20.2.2 those obligations shall continue to apply after expiry or termination of this agreement for any reason.

21. Miscellaneous matters

- 21.1. If any term or provision of this agreement is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.
- 21.2. The rights and obligations of the parties set out in this agreement shall pass to any permitted successor in title.

- 21.3. No failure or delay by any party to exercise any right, power or remedy will operate as a waiver of it nor indicate any intention to reduce that or any other right in the future.
- 21.4. Any communication to be served on either of the parties by the other shall be delivered by hand or sent by registered post or recorded delivery or by e-mail.
- 21.5. In the event of a dispute between us, you undertake to attempt to settle the dispute by engaging in good faith with us in a process of mediation before commencing arbitration or litigation.
- 21.6. In the event of any conflict between any term of this agreement and the provisions of the constitution of a limited company or any comparable document intended to regulate any other corporate or collective body, then the terms of this agreement shall prevail.
- 21.7. The validity, construction and performance of this agreement shall be governed by the laws of Ireland and you agree that any dispute arising from it shall be litigated only in Ireland.

