

# Retailer House Rules

Fruugo's "House Rules" describe how we ensure that retailers, customers, and Fruugo itself are each treated fairly. These rules provide clear guidance on the service levels and policies that retailers are required to support and comply with and should be read alongside our Terms and Conditions, which describe obligations in accordance with best industry practice.

Where an issue is escalated to Fruugo and/or a payment provider (known as customer dispute chargeback), Fruugo customer support will follow the rules outlined in this document to aid a timely resolution for our mutual customer and in some circumstances a third party payment provider (Visa, MasterCard, PayPal, Klarna etc).

## Abuse & Discrimination

We insist that our customers, retailers and Fruugo team are treated fairly and with mutual respect.

At Fruugo we pride ourselves on our diversity and inclusion and do not tolerate abuse in any form to our teams, our retailers or customers. We will not tolerate any discrimination in relation to protected characteristics, including ethnicity, disability, age, gender and gender identity or sexual orientation.

We aim to maintain a professional and polite tone in all our dealings with customers, retailers and suppliers.

If you are subject to any abuse, discrimination or bad language from customers, we would expect that you inform the customer that you are unable to assist them with their enquiry if this continues. You are also able to escalate any of these cases to our team, who will assist in resolving these cases amicably. Similarly, if we are notified of any cases where you, as a seller, have been unprofessional, abusive, discriminatory or used bad language in your communications with customers, this will not be tolerated.

In cases where we find customers have been subject to abuse, we may have to refund the customer at your expense to resolve the matter for them and your account will be escalated to our account management team for review and potential suspension.

# Counterfeit Goods

We do not tolerate any counterfeit goods being sold on our platform.

You must be an authorised distributor to sell any authentic branded goods on Fruugo. If you are authorised to sell authentic branded products, you must include the correct brand name in the brand field in your feed and be able to provide evidence of authenticity when requested. All images used in the listing, the product title, and the item model name and number must correspond to the exact item you are selling. Where official licensed images, logos, names or model numbers are used in a listing, you must be selling the authentic licensed product and not a replica, 'similar' or "compatible with".

Do not use any brand names for products if it is not an authentic branded product. If you are selling a product compatible with that brand, you must clearly state that the product is "compatible with", "fits" or "for" before a brand name in the product title and description.

When a customer contacts us to provide evidence showing that they have received an item which is not genuine and we feel that this evidence is sufficient, we will refund the customer in full at your expense and block the product from sale on our platform.

Where you can provide sufficient evidence that the item is genuine, we will reinstate the item on the site and reimburse you for the refund that we have processed to the customer.

Receiving 1 or more counterfeit product complaints from customers, Intellectual Property rights owners, or any regulatory authorities may lead to an account suspension and your seller payments being held, so you must not list branded items that are not authentic or that you are not authorised to sell. Please note that in some circumstances, we may decide to suspend your account prior to incurring a complaint and this will be at Fruugo's full discretion. You must regularly review your product listings in full and must not list any SKUs which do not comply with Fruugo's Terms and Conditions.

# Enquiry & Dispute Resolution

We advise that a customer should raise an enquiry about an order within a reasonable timescale.

The period of time that we consider to be reasonable for a customer to raise an enquiry to Fruugo in regards to an order is 90 days. For a dispute raised to a payment provider this is extended up to 180 days in line with the timescale that a customer can raise an issue with their payment provider.

Where the issue relates to damaged or faulty goods, the customer is entitled to raise an issue in an extended period, please see <https://fruugo.atlassian.net/wiki/spaces/RR/pages/3160408084/Damaged+Incorrect+Faulty+and+Not+As+Described+Goods> for further information.

Where a customer raises an enquiry or there is an issue with any aspect of the order, we aim for all issues to be resolved within 72 hours.

After this time, the customer is entitled to escalate this issue to Fruugo and we may have to intervene and resolve the case on your behalf.

Where issues are escalated to us, and we require further information from yourself or the customer before taking action, we will request this information. Please aim to respond to these requests within 24 hours. Please be aware that our approach will be to find in favour of the customer and to initiate a chargeback to you unless you can provide us with robust evidence to the contrary within this time period.

Once we have received all the information we require, our team will contact you with the information and proposed solutions to resolve the case. If no action is taken within 72 hours, or you fail to respond, our team may resolve the case by providing the customer with a refund at your expense.

If a case is escalated to us and there has already been a lot of correspondence and we feel that a resolution must be provided, we may forgo contacting you with suggested resolutions and resolve the case as we see fit, which may include refunding the customer at your expense.

## Management of Orders

Orders should be confirmed as soon as possible and updated as shipped within your advised lead time for an item.

It is essential that any delays in dispatch are communicated to the customer via the Fruugo retailer portal. Where there is a delay, the customer should be notified and given the option to cancel if they are unhappy to wait longer than was advised while placing the order.

Where an order is in a confirmed or new status and has exceeded the advised lead time, and the customer has not agreed to wait longer than the advised timescale for dispatch, we may cancel this order and refund the customer at your expense.

## Cancellation Requests

Our website Terms of Use informs customers that it may not be possible to cancel an order once it has been confirmed. However, when a cancellation request is made by a customer for a 'confirmed' order that has yet to be dispatched, please make reasonable attempts to cancel it, to prevent a subsequent return.

Where a customer requests a cancellation of a confirmed order, action should be taken promptly and within a maximum of 48 hours.

We require that an order in a new/pending state is cancelled where the customer requests this.

Orders which are cancelled at the customer's request within the item's lead time do not affect your metrics and will not be subject to commission charges. When an item has been shipped, the order is updated and the customer is notified that it is no longer possible to cancel their order. Any subsequent request to cancel will be processed as a return.

If you advise the customer to reject the parcel and return it to you, you cannot deduct any shipping costs from the order.

If the customer's order has not been shipped and you are able to cancel the order, this should be actioned on the Fruugo retailer portal when the request is received and communicated to the customer.

If no action is taken, either to cancel the order, mark this as shipped or respond to the request, after 48 hours, then we may cancel this order and refund the customer at your expense. If the item is shipped following the order being cancelled, it would be the seller's responsibility to cover any return shipping costs, if a return is required.

Where you have an extended lead time, and therefore have ample opportunity to cancel the order prior to shipment, we would expect that this is cancelled at the customer's request.

Where a customer cancellation was not actioned within this timescale and the order was shipped later than the customer request, we would not expect the customer to bear the cost of returning the goods and may ask you to provide the customer with a returns label, or where this is not possible, reimburse the customer's return shipping costs.

## Delivery of Goods

Delivery of orders should take place within 14 business days of the order being dispatched to the delivery address specified on the order. Business days are Monday - Saturday, excluding public holidays in the customer's country. At the point of order, a customer should be provided with the shipping origin and delivery time.

Where you do specify a different delivery window, (e.g. a shorter time period), the order should be delivered to the customer within this timescale.

For your own protection we strongly recommend items are sent as tracked consignments using services that provide good quality evidence of delivery.

In the absence of compelling delivery proof to show unequivocally that it has been delivered to the customer within the delivery timescale, and there is no prior agreement that the customer is happy to wait longer than this, the customer is entitled to a solution.

Where the customer raises the issue that goods have not been delivered and (i) they are outside the specified delivery window or 14 business days, (ii) the order value is under £50, (iii) no tracked shipping service has been selected or the tracking is not showing delivery; and (iv) the customer confirms their delivery address, we may automatically refund the customer on your behalf and update you that this has been done.

If we do not automatically refund the customer, an enquiry will be raised to you from the customer, which will include an affidavit confirming that the customer has not received the goods, and confirmation of the customer's delivery address.

If the customer is not happy to wait, then you can offer the customer a replacement or refund, but the customer's preference should be adhered to. Please do not dispatch a replacement before the customer agrees to this, as the item may no longer be required.

If it has exceeded the delivery timescale, and the case is escalated to Fruugo, Fruugo will check the customer address and all available shipping data, to ensure accuracy, and we may ask the customer to complete an electronic Fruugo affidavit, if this has not already been done, before then processing a refund for the customer. If goods are lost or destroyed during transit, we will process the return and refund the customer on your behalf.

When we receive a complaint that a customer has received an empty package or the package has not been delivered at all, we will require you to work with us to fully investigate this matter to reach a suitable solution. As part of this, we will require you to provide us with as much evidence as possible to show the weight of the package at the time of shipping and information on the packing procedure. We may also require you to raise an investigation with the courier.

Where there is data tracking being used and this is accurate and functioning properly, we will try to resolve these cases amicably for both parties and will support you where we feel that the customer is acting fraudulently. However, where goods may have been lost or destroyed in transit and there is no tracking data available, we shall request that the customer signs an electronic Fruugo affidavit and the customer shall be entitled to a full refund, which we will process on your behalf.

## Returns

Customers have a right to return their order for any reason within our specified returns window. Customers have up to 28 days to return an item to you from the date they received the goods and would be entitled to a full refund.

When a customer requests a return, the customer will automatically be provided with return instructions, which includes the returns address you have specified on your Fruugo account. It is essential that this information is kept up to date. Where your return address has been changed and not updated, or if you have included your own alternative returns documentation within the parcel, if a customer returns to that address, we will provide the customer with a refund on them providing us with proof of return.

A customer does not need to pre advise you of their intent to return. The process of the customer obtaining returns information is automated, we do not provide any notification of this intent to return. This does not affect the customer's right to return and you should not reject returns based on this. (See information below about rejected returns)

Returns should be processed within 14 days of receiving the order back to you. If this is not processed within this timescale, we may refund the customer on your behalf.

Where this is a standard return, the customer is entitled to a full refund, including their initial shipping costs. We will not process any refunds less the original shipping costs for standard returns where only one shipping method was available to the customer. If an enhanced shipping option was also available and chosen by the customer, such as expedited delivery, then you can retain the difference in price between the two shipping options. Please notify our team in these circumstances and we will action the appropriate refund accordingly.

If a parcel is returned to you as unclaimed or refused, we will not support a deduction of the outbound shipping costs, however, we will support you in deducting the extra cost of return shipment from the customer's refund where supporting evidence is provided to our team, if a customer's refund has not already been processed.

However, if you only offer one method of shipment, which is an enhanced option, it is then unfair to the customer to retain this cost, as they have not opted to select an enhanced service and have been forced to select this option. In these cases we will not support the deduction of costs from the customer's refund.

We do not permit any restocking or admin fees to be applied to the processing of returns.

Where the customer can provide evidence that they have returned their order to you, such as a tracking reference showing delivery, and the refund has not been actioned within 14 days, we will refund the customer at your expense where this issue is raised to us. If you reject a customer's return or do not collect this from a collection point and this is returned to the customer, we may refund the customer at your expense and if you require the item to be returned to you again, you will be asked to provide the customer with a free returns label.

This also applies where the return has been awaiting payment of a customs fee and is returned to the customer.

Please note that customers in certain countries are only legally obliged to show that they have returned the order to the correct address and are not obliged to wait for the order to be physically in the retailer's possession before being entitled to a refund. In such circumstances, Fruugo will inform you and action the refund at your expense. Please note that the use of returns tracking by a customer is not a legal requirement.

## Damaged, Incorrect, Faulty and Not As Described Goods

Where damaged, faulty, incorrect or not as described goods are received by the customer, the customer should not cover the cost of return, the customer should be provided with a free returns label by you where a return is required.

You may offer the customer a replacement or refund to resolve the issue, but the customer's preference should be adhered to. Please do not dispatch a replacement before the customer agrees to this, as the item may no longer be required.

Where cases are escalated to Fruugo regarding damaged, faulty, incorrect, or not as described goods and the value of the order is under £50, we will refund the customer without the need to return the goods, where evidence of the issue is provided. Any orders above this value we will ask for a free returns label. If this cannot be provided, we will assess the cost of return and the value of the order and may issue a refund to the customer, or advise the customer to return the goods and reimburse the customer for these shipping costs at your expense.

This would also apply to issues arising from SKU variants not being advertised properly in your listings. Where the received product is not as advertised due to an issue with the listing, such as missing variants on the items listing, or the image not matching the item received, we may decide to refund the customer at your expense.

If the value of the product is over £50, we would expect that a free returns label is provided to the customer, or the cost of return reimbursed to the customer. Some payment providers will request that a free returns label is given to the customer, if you are unable to provide this, the customer may be refunded without the need to return the goods. This is at the payment provider's discretion and out of our control.

If you do not require that the items are returned to you, you can resolve the case by refunding the customer without the need to return. We reserve the right to action this process in all cases that are escalated to us.

Where we advise a customer to return the items, either by free returns label or when reimbursing the shipping costs, we may refund the order as soon as the shipment is showing as being in transit to you.

Where providing evidence of a faulty, damaged, incorrect or not as described item would pose a risk to the customer's health and safety, we may not ask the customer to provide this and instead may review and make decisions on this on a case-by-case basis. You can request that the items are returned to you for investigation, but this would need to be returned at your cost and not the customers.

We understand that in some cases, offering the customer a partial refund may resolve the issue for the customer. We do not allow ongoing one sided negotiations, so would expect that when offering these, you make your best offer first. If this is rejected by the customer, do not continue to make counter offers. If your offer is rejected, please proceed to offer the customer a free return and refund. If you do not require the goods to be returned, then you can refund the customer to resolve the case.

Where these cases are escalated to Fruugo and the customer has rejected the partial offer or is not satisfied with this resolution, we may action a full refund at your expense and advise you that if you require the goods to be returned, you should provide the customer with a free returns label.

Legally, within 30 days of receiving the order, the customer has the short term right to reject any faulty goods and have them returned to you at your expense, so it is vital that this is taken into consideration where customers raise issues of faulty goods.

Where a customer raises an issue with an item being faulty within the first 6 months following purchase, the burden of proof that the issue has been caused by misuse or wear and tear is the responsibility of the retailer and not the customer. In some countries the period of time where the burden of proof lies with the retailer has been extended from 6 months to 12 months, so the responsibility to provide this evidence and redress would lie with the retailer and not the customer for this extended period.

With this in mind, it would be your responsibility to assess and investigate any claims within this time.

After a period of 6 or 12 months (depending on the country), the burden of proof shifts to the customer to prove that the item had an underlying fault and the issue has not been caused by misuse or wear and tear. Where the customer can provide this evidence, these customers should also be provided with assistance. Please be aware however that some countries have now extended this period to one year. It is your responsibility to comply with the laws of each of the countries you have chosen to sell in.

## Seller Protection

All policies are considered from a position of fairness, and as such we understand that cases where customers claim orders have not been received, and yet you can provide tracking showing that the item has been delivered, can be frustrating for all parties involved.

In these circumstances and, at Fruugo's discretion, will review these cases and may offer protection to you as the seller where certain criteria are met. In order to be eligible for this, we expect you to be responsive and helpful while gathering the evidence to support your claim. Seller protection is only applicable to tracked consignments. Where you choose to send items untracked, this is at your own risk. Please be reminded that a customer who notifies us of non-delivery of an untracked order will be refunded in full once the delivery timeframe is exceeded.

Where tracking shows delivery and proof of delivery can be provided, we would expect that in the first instance you would claim against your courier. We may ask you to provide evidence of this. Where we see reason that this is not possible we will work with you to find an alternative reasonable solution.

We will require full proof of delivery, which should, as a minimum, include the buyer's full name and full address. The address will match the address provided to you on the Fruugo order. Please note that as we are the data controller and you are the data processor, there is no breach of GDPR if you provide us with data relating to a delivery of an order that originated on the Fruugo platform.

Ideally, a photograph showing the exact delivery location would also be provided. Where proof of delivery shows courier negligence such as a parcel left unattended, outside, or in a public place, this would also not be covered by these protections.

## Prohibited products

In line with our Terms & Conditions we do not expect to see any prohibited or illegal products listed on Fruugo. We expect all retailers to be experts in the products they are selling and to not advertise or sell any products which are prohibited in the countries they ship to.

When we are alerted by a government or regulatory authority that a prohibited product has been advertised on Fruugo we will immediately suspend this product from Fruugo and notify you about this. If we receive repeated notices that you are advertising prohibited products your account may be escalated to account management who will consider the suspension of your account.

Where a customer receives a penalty charge due to a prohibited product being seized and a penalty imposed, we may reimburse the customer for this, upon production of compelling evidence to support the claim, and deduct this from your retailer payments where we deem this to be an appropriate solution.

## Dangerous products & RAPEX Alerts

You must not advertise any products which do not meet the relevant safety standards as these products can be extremely dangerous for customers to use. When we are alerted by a government or regulatory authority that a dangerous product has been advertised on Fruugo we will immediately suspend this product from sale and notify you about this.

You are responsible for ensuring that all products listed by you have met all applicable product safety requirements and contain the correct labelling (including CE mark and the manufacturer address).

Our Legal Team may contact you in regards to a product which has been declared dangerous on the RAPEX Alerts. If we locate a dangerous product on Fruugo that has been submitted as a RAPEX alert we will immediately suspend this product from sale.

If a product recall is required, Fruugo will contact all customers who have purchased the dangerous item from you and request that they immediately cease use of this item and dispose of it immediately. After a customer has confirmed that they have destroyed this item we will issue the customer with a full refund at your expense.

If you believe that a RAPEX notification is incorrect please notify the Legal Team and provide all safety documentation to demonstrate that the risk alerted to in the RAPEX Alert does not concern your product. If the Legal Team is satisfied that these documents prove that your product does not pose a risk to consumers we will reinstate your product.

Please be aware that we will, where required, cooperate with law enforcement agencies and courts in respect to any of the products listed by you and/or in respect to any behaviour or conduct by you that warrants investigation or scrutiny.