

## Terms and Conditions for Retailers

Last Updated: November 5, 2025

These Terms and Conditions ("Terms") govern your use of Localito Marketplace ("Platform", "Localito", "we", "us") as a retailer. By registering, listing products, or accepting orders, you ("Retailer", "you") agree to these Terms. If you represent a business, you confirm authority to bind it.

### 1. About Us

Localito is operated by Localito Marketplace Ltd., a company registered in England and Wales under company number [Insert Number] with a registered office at [Insert Address]. Contact us at [email] or [phone].

### 2. Your Agreement

- You must be a UK-based independent retailer aged 18+ or a business representative.
- These Terms form a binding contract. We may update them; continued use implies acceptance.
- You agree to comply with UK laws, including Consumer Rights Act 2015, Consumer Contracts Regulations 2013, and UK GDPR.

### 3. Your Role

- You are the seller; sales contracts are between you and customers. We are an intermediary facilitating listings, payments, and connections.
- You represent that all listings are accurate, legal, and compliant (e.g., no prohibited items like tobacco or weapons).

### 4. Registration and Listing

- Register via [website/app] with accurate business details (name, address, VAT number if applicable).
- Listings: Upload products, descriptions, images, prices (including VAT). You grant us a non-exclusive license to use listings for promotion (e.g., on Platform or social media).
- Inventory: Maintain accurate stock levels; we use your data for real-time availability. Update listings promptly.

### 5. Orders and Fulfillment

- Orders: Customers pay via Platform (Nuvei, GBP including VAT). We notify you of accepted orders.
- Pickup: Prepare for in-store pickup within allotted time slot of confirmation. Provide pickup slot (e.g., 2-4pm) and alert via dashboard/email.
- Stock Accuracy: Ensure items match listings; shortages may lead to refunds (your liability).
- Compliance: Honor 14-day cooling-off period (CCR Reg 29-31); handle returns (reasonable inspection allowed, depreciation deduction for excessive use). Faulty goods: Refund/repair per CRA 2015.

### 6. Pricing and Commission

- Prices: Set by you (including VAT; we add no markup). Changes not retroactive.
- Commission: 5-8% of sale value (excluding VAT) per order. Deducted before scheduled payouts.
- Payments: Processed by Nuvei (fees passed to you indirectly). We hold funds until fulfillment confirmation.

### 7. Refunds and Disputes

- Refunds: Process within 14 days of return; we facilitate via Platform.
- Disputes: Mediate with customers; escalate to us if needed. You indemnify us for claims from your listings/fulfillment (except our negligence).
- Chargebacks: Your responsibility for fraudulent sales; provide evidence for disputes.

### 8. Intellectual Property

- You retain ownership of listings but grant us a worldwide, royalty-free license to display/promote them.
- Infringing IP: Immediate removal; repeated violations lead to termination.

### 9. Data Protection

- We process your data per Privacy Policy [link]. You grant permission to share order data with customers/Processors (e.g., Nuvei).
- You must comply with UK GDPR for customer data you receive.

### 10. Liability

- We limit liability to fees paid in the last 12 months. No liability for customer claims against you.
- You indemnify us for losses from your breach (e.g., faulty goods, inaccurate listings).

### 11. Termination

- Either party may terminate with 30 days' notice. Immediate termination for breach (e.g., non-fulfillment).
- Post-termination: Complete outstanding orders; pay outstanding commissions.

### 12. Governing Law

English law; exclusive jurisdiction of English courts. Contact [email] for questions. These Terms supplement any retailer agreement.