

## Terms & Conditions

### Worten Marketplace Sellers

#### 1 Scope

1.1 These Terms & Conditions apply to the online intermediation service provided by Worten<sup>1</sup> within the Worten Marketplace, available at [www.worten.pt](http://www.worten.pt) and [www.worten.es](http://www.worten.es) (jointly defined as *Worten Marketplace* or Platform) and regulate the relationship between the Seller and Worten in this respect.

1.2 *Worten Marketplace* is made available to legal persons or sole traders to advertise, offer and sell their products online (the **Seller**), through Worten – Equipamentos Para o Lar, S.A. in Portugal (on the website [www.worten.pt](http://www.worten.pt)) and through Worten España Distribucion S.L. in Spain (on the website [www.worten.es](http://www.worten.es)), subject to prior registration and approval, in a digital space which brings together different professionals. The online sale is only valid and applicable to the territories of mainland Portugal and islands, mainland Spain and the Balearic Islands.

1.3 On the websites mentioned in the previous paragraph, the Seller undertakes to comply with all national and community legislation and regulations on the prohibition of geo-blocking that may apply to it and are in force at any time. In particular, when using the [www.worten.pt](http://www.worten.pt) website, the Seller undertakes to provide Customers with the same conditions of access to the goods in all Portuguese territory. Different conditions based on the Customer's place of residence or business may not be applied.

1.4 The Seller will be able to sell their Products to buyers who visit the Worten website (the "**Customers**") at prices and under conditions set by the Seller. "**Product**" means any product or service sold by the Sellers which is eligible for the *Worten Marketplace* Platform back office, including information on the applicable fees.

1.5 The relationship between Seller and Customer is governed by the *Worten Marketplace* Terms & Conditions, as well as any additional information the Seller provides to the Customer on the Worten site (e.g. return policy, privacy policy, etc.). The Seller undertakes to make them available to Worten for placement on the Seller's page on the website.

1.6 The use of *Worten Marketplace* implies knowledge and acceptance, in the registration process, of these Terms & Conditions, the Complaint Processing Procedure contained in **Annex XXX**, the Platform Documentation, which together regulate the relationship between Worten and Seller in the framework of digital contracting for the use of *Worten Marketplace* ("Agreement").

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<sup>1</sup> Worten – Equipamentos Para o Lar, S.A., a limited company registered at the Porto Commercial Registry, with its registered office at Rua João Mendonça 505, 4464-503 Matosinhos, Portugal, with TIN 503630330; and Worten España Distribucion S.L. commercial company registered at the Companies Register of Madrid, with registered office at Plaza del Comercio, no. 2, Parque Comercial MAGAPARK, Local WORTEN, 28703, San Sebastián de los Reyes, Madrid, Spain, with TIN B82140633

## 2 *Worten Marketplace* Operation

2.1 *Worten Marketplace* allows the Seller to advertise its Products and offers, accept the respective Customer orders and charge the price of the Products sold, in compliance with all legal requirements. To this end, Worten provides the platform with a space for the Seller to identify and describe its Products, as well as to set out its return and privacy policy.

2.2 The Seller may not use the space referred to above for advertising or marketing purposes.

2.3 The transactions carried out through *Worten Marketplace* are entered into between the Customers and the Seller, in accordance with the tax provisions and other requirements applicable at the time and in accordance with **Annex II**.

2.4 Worten does not assume the position of agent/distributor/representative of the Seller, nor of reseller of the products offered by the Seller through *Worten Marketplace*.

2.5 Worten, in addition to making this platform available online, only assumes the position of Seller's intermediary in the relationship with the Customer in the event of a dispute between them, but it shall not assume any liability for the transactions carried out between them, either for the Product sold or the respective after-sales assistance, without prejudice to the tax obligations applicable to Worten under the New VAT Directive (Directive (EU) 2019/1995<sup>2</sup>).

2.6 The *Worten Marketplace* features and associated services provided by Worten can be found in **Annex III** to these Terms and Conditions.

## 3 Eligibility and Registration of Sellers

3.1 In order to access and use the Marketplace, the Seller must be a legal or natural person pursuing an economic activity (sole trader) and must be duly registered for tax purposes in the country in which they are established or in another jurisdiction from which they send their products to the Customer.

3.2 The Sellers' access to and use of the Marketplace depends on:

- a) creation of an account, its prior registration in the Platform and Worten's validation of the eligibility conditions, and they must complete the form available at <https://www.worten.pt/vender-no-marketplace-worten> and follow all the steps indicated therein;
- b) sending the following documents:
  - b1) for a private legal person:
    - i. Document with the Seller's bank details (IBAN, SWIFT, account holder), issued less than 6 months ago;
    - ii. Seller's certificate of registration in the commercial register or similar; in particular, the permanent certificate of registration;
    - iii. Copy of the identification document of the Seller's legal representative;

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<sup>2</sup> Council Directive 2006/112/EC of 28 November 2006 on the common system of value added tax (VAT), as amended by Council Directive (EU) 2017/2455 of 05.12.2017 and Directive (EU) 2019/1995 of the Council of 21.11.2019

- iv. Document proving VAT registration in the European Union, issued by the competent entity in the country concerned – only for Sellers based in the EU which ship from a country different to their registered office;
- v. Document proving VAT registration in the European Union – only for Sellers based outside the EU.

b2) For a sole trader (ENI):

- i. Document with the Seller's bank details (IBAN, SWIFT, account holder), issued less than 6 months ago;
- ii. Document stating the commencement of trading issued by the Tax Authority.

b3) For private social welfare organisations:

- i. Document with the Seller's bank details (IBAN, SWIFT, account holder), issued less than 6 months ago;
- ii. Document proving the Seller's legal person identification number;
- iii. Seller's memorandum of association;
- iv. articles of association;
- v. Minutes of the meeting electing the Seller's representative.

b4) For local authorities:

- i. Document with the Seller's bank details (IBAN, SWIFT, account holder), issued less than 6 months ago;
- ii. Document with the Seller's legal person identification number (NIPC);
- iii. Minutes of the meeting electing the Seller's representative or, if it is not the Chairman, the delegation of powers ruling, if applicable.

- c) acceptance of these Terms and Conditions and other Contract Documents referred to in clause 1.5 governing the relationship between Worten and Seller, which are available and can be consulted at any time at this link <https://www.worten.pt/termos-e-condicoes-dos-vendedores-marketplace> and on the Platform, the Seller being notified of any change in the Terms and Conditions as set out below in Clause 24.

3.3 The Seller, after returning the registration for and receiving acceptance for the documents referred to in point (b) of Article 3.2, shall receive an automatic email acknowledging their registration. If the data are not correct, the Seller shall amend the data immediately.

3.4 Worten will confirm the Seller's acceptance by sending an electronic message to the e-mail address provided by the Seller, this being the date from which the Agreement between the Parties is deemed to have been concluded.

3.5 The registration will create an account ("Account") and is subject to the following requirements:

- Only legal persons or sole traders may be registered as Sellers;
- All information requested by Worten must be provided;
- All information provided must be true, accurate and up-to-date and must be regularly updated to ensure that it remains reliable and correct;
- Tax information must be updated and regularly reviewed so as to keep it up-to-date;
- Accounts may not be created under false or fraudulent pretences or by automated means.

Worten ensures that the identity of the Seller is clearly visible to the Customers on the sales websites, according to the data provided by the same.

#### **4 Marketplace use conditions**

4.1 To access the Marketplace, the Seller will receive from Worten a link where they must enter their email address, username and password.

4.2 The Seller undertakes to keep their login information for the Marketplace confidential and not to disclose it to any third party, and may alter it. In effect, Seller will be the only one responsible for accessing the Marketplace with their data.

4.3 In the event of loss, misuse or fraudulent use of their email address and/or password, the Seller undertakes to inform Worten immediately. In this case, Worten will block the Seller's access credentials and generate new credentials. If, after the Seller's login data has been lost and before Worten's blocking of access data, any transaction(s) have occurred, the Seller shall assume full liability regardless of fault, unless the transaction(s) in question can still be cancelled.

4.4 By making the content and information available on the Marketplace, the Seller authorises Worten to use, reproduce and disseminate the same through any means, form or platform (including through distribution, communication to the public and making it available to the public, on the Marketplace or elsewhere, including social networks), worldwide and without time limits, for communication, dissemination, advertising and canvassing campaigns to attract Sellers and Customers, as well as for the purposes of the Marketplace and Worten's business.

4.5 Worten may review content strictly in order to align it with its image, quality, and to make form/language suggestions. In any event, the Seller remains solely responsible for the Products, services and content in accordance with these Terms & Conditions.

4.6 The Seller acknowledges that Worten alone is responsible for defining the conditions for the display, visibility, communication and dissemination of the Products on the Marketplace and elsewhere, including highlights and the marketing strategy of the Marketplace and Products through the same as part of Worten's general advertising campaigns, without prejudice to the Seller's ability to hire Worten for specific advertising campaigns.

4.7 The Seller must also:

- a) use the Marketplace responsibly, prudently and carefully and must not disrupt or degrade the continuity, integrity and quality of its resources and features;
- b) maintain confidentiality with regard to all data and information to which it has access by virtue of access to the Marketplace, including the personal data of Customers or other natural persons; and
- c) identify as acting as a professional, providing the necessary information to Worten and Customers.

4.8 Worten will identify the Seller to Customers in accordance with the data indicated by the Seller upon registration with the Worten Marketplace.

4.9 The Seller is obliged to make his data available (company name, name and email of the Legal Representative, country and tax address, country of dispatch, Legal Person number, email address and telephone contact) to

Worten and to Customer for complaints, after-sales service and product warranties and to identify as acting as a professional Seller.

## **5 Fees and Payments**

5.1 On *Worten Marketplace*, the Seller is obliged to pay fees for the orders placed by the Customers, as well as a monthly subscription for the use of the Platform.

5.2 Worten will transfer to the Seller the amounts paid by the Customers, less the monthly subscription and fees, as well as other amounts due from the Seller.

5.3 As set out in the preceding paragraph, Worten reserves the right to charge the Seller for all sums owed due to breach of these Terms & Conditions, and also for the breach of any legal obligations that apply to it, as laid down in point D of **Annex IV**.

5.4 As set forth in the law, Worten will deduct the applicable debits from the amount to be transferred to the Seller.

5.5 The terms and conditions for payment of the consideration and transfer of the money to the Seller are set out in **Annex IV**.

## **6 Products**

6.1 The Seller undertakes to sell only the goods over which it holds ownership rights. Products advertised by the Seller must not infringe the applicable law or any rights of third parties. The Seller undertakes not to advertise or sell any Product which infringes the intellectual property rights of third parties, in particular any that constitutes counterfeiting or fraud in respect of goods in accordance with the applicable law.

6.2 The Seller undertakes to advertise reconditioned new physical products on the *Worten Marketplace*, provided that they are properly identified as such to the Customer.

6.3 Worten is not the seller of the Products purchased through *Worten Marketplace*, and the Seller, duly identified on each Product, is the party that contracts with the Customer to purchase and sell the Products. Products purchased on the *Worten Marketplace* may be returned to a physical Worten store in mainland Portugal and Madeira, but they cannot be exchanged. The Seller assumes responsibility for satisfaction policies relating to the Products.

6.4 The Seller is also solely responsible for the accuracy of the information that they provide for the Products (such as characteristics, condition, price) and this information must be clear, true and not misleading to the Customer. The Seller also undertakes that the information and photographs/images they make available and associated with the Products made available in the *Worten Marketplace* are trustworthy. Even in cases where the product information is already on the website, the Seller has an obligation to verify the accuracy of that information and to ask for it to be corrected in case of non-conformity or inaccuracy.

6.5 Worten reserves the right to refuse to place a Product on the Marketplace, in particular where it is not accompanied by the information required by law, including the tax rates applicable to the Products, and by these Terms & Conditions.

6.6 For products purchased from *Worten Marketplace*, the warranties provided for in Clause 15 apply, and these must be respected by the Seller.

## **7 Sale of Products**

7.1 The contract between the Seller and the Customer shall be deemed to be completed upon receipt of the message containing the Customer's order together with the confirmation of the Customer's payment.

7.2 The Seller is informed by Worten through the *Worten Marketplace* Platform when a Product it has made available on it is ordered by a Customer.

7.3 The Seller must validate and confirm to the Customer the order in question no later than 24 (twenty-four) hours after receipt of the respective order.

7.4 Worten will communicate to the Seller, no later than 24 (twenty-four) hours after the order has been confirmed by the Seller and its payment by the Customer, the Customer's personal data required to invoice and deliver the product(s) ordered.

7.5 The Seller undertakes to check and reply to their messages received from the *Worten Marketplace* within 48 hours to obtain information on the Products ordered by the Customers.

7.6 The sale to the Customer will only be processed after the confirmation of the Customer's payment, and therefore will be subject to the condition of termination in the event of Product unavailability or Customer's non-acceptance of the Alternative Product.

7.7 The Seller undertakes to comply with **Annexes V, VI, VII, VIII, IX and X** to these Terms & Conditions in the case of marketing of Food Supplements or Similar Products, Plants or Plant Products, Pet Food or Feed, Digital Products and E-Books, Cosmetics and Personal Hygiene Products, and Low Energy-Efficient Light bulbs, respectively.

7.8 The Seller undertakes to only advertise on *Worten Marketplace* Products that are available and to immediately delete any advertisements for Products that are no longer available.

7.9 If the Product the Customer desires is unavailable at the time of completion of the sale or later, the amounts paid by the Customer shall be reimbursed within 30 (thirty) days of Customer's knowledge of the unavailability of the Product, which must take place within 30 (thirty) days of receipt of the order.

7.10 Data recorded in the purchase process are evidence of transactions made.

## **8 Shipping and Delivery of Products**

8.1 On the [www.worten.pt](http://www.worten.pt) website, the Seller undertakes to deliver to all Portuguese territory, without prejudice to the possibility of applying different delivery conditions based on the Customer's place of residence or business.

8.2 For each Product, the Seller shall indicate expressly and clearly on *Worten Marketplace* the delivery arrangements for the product, in accordance with the table of delivery methods provided on the *Worten Marketplace* Platform, and all associated costs.

8.3 The Seller undertakes to include tracking ID on deliveries, which must be in conformity with the shipping country indicated by the Seller.

8.4 In addition, the Seller must visibly identify on the outside of the order the Delivery Slip generated automatically for each order on the *Worten Marketplace* Platform.

8.5 The Seller undertakes to pack the Products so that they are not damaged during transport.

8.6 The Seller undertakes to deliver the orders it accepts within the deadline it sets on the *Worten Marketplace* Platform back office (this deadline comprises the lead time and delivery time), and this deadline may not exceed the deadline indicated to the Customer on the *Worten Marketplace* Platform or, where no delivery date or period is indicated, 30 (thirty) calendar days from receipt of the order.

8.7 In case of breach of the delivery date or period referred to in the previous point, the Customer has the right to require an additional delivery deadline which is appropriate for the circumstances.

8.8 If the Seller does not comply with the additional delivery deadline, the Customer has the right to immediately terminate the sales agreement. The Seller has the obligation to refund the amount paid, including delivery expenses, within 14 (fourteen) days, under penalty of refunding double the amount if the Customer so demands.

8.9 The Seller must also confirm the shipped status on the *Worten Marketplace* Platform.

8.10 The Seller also undertakes to provide the Customer, through the *Marketplace Worten* Platform, with a copy of the invoice corresponding to the product purchased, within a maximum period of 5 days from the date of shipment.

8.11 In addition, the Seller shall assume all the liabilities and risks of transporting the orders, which means that it will have to pay, where appropriate, any applicable VAT, customs duties and customs clearance fees, depending on the amount payable on the market value of the goods that comprise the order.

## **9 INCOTERM**

9.1 **Incoterms DDP** (Delivered Duty Paid) applies to the relationship established between the Seller and the Customer, i.e. the Seller bears all the risks associated with bringing the goods to the destination designated by the Customer, including the payment of all customs duties or fees payable.

9.2 The Seller shall be liable for any goods confiscated by Customs authorities, including fines, fees, costs or other expenses associated therewith, resulting from the infringement of third-party intellectual property or violation of any prohibitions and restrictions concerning import and export which the Seller has not fulfilled.

## **10 Sale Price**

10.1 The sale price of the Products is freely defined by the Seller in accordance with the legislation in force.

10.2 The price indicated on the *Worten Marketplace* must include all applicable taxes, fees and charges (including VAT, packing costs, EcoReee, transport, fair compensation provided for in the Private Copying Act if applicable, customs duties and fees, etc.).

10.3 The Seller shall define and expressly identify the shipping costs, either on the website or on the Customer's invoice (if applicable), in accordance with the tables provided on the *Worten Marketplace* Platform.

10.4 The Seller's tax obligations are regulated in detail in **Annex II**.

## **11 Cancellation of Orders**

11.1 In the event of cancellation of the order by the Customer before the Seller accepts the order, Worten will refund all payments made by the Customer within 30 (thirty) days of the date on which the Seller was informed of the Customer's decision to cancel.

11.2 If the Customer cancels the order after the Seller has accepted it, the Seller shall, if it decides to offer a refund, initiate this directly on the *Worten Marketplace* Platform back office.

## **12 Complaints, other than those related to faulty products**

12.1 The Customer may lodge complaints with *Worten Marketplace* regarding Products purchased on *Worten Marketplace*.

12.2 Disputes are settled directly between the Customer and the Seller, and Worten may act as the intermediary through the tools made available to the same at the *Worten Marketplace*.

12.3 The Seller undertakes to respond to the Customer within 48 (forty-eight) hours of any message by the Customer or through Worten concerning the Products. Where a Customer makes a complaint in respect of a Product, the Seller shall assume responsibility for resolving the dispute. The Seller shall make every effort to resolve the dispute with the Customer amicably.

12.4 After confirmation of receipt of the order, and in cases where the customer refuses to contact the Seller directly, when the Customer makes a complaint to the Worten communication channels related to the Product purchased from the Seller, Worten will forward such a complaint to the Seller through the Platform.

12.5 The Seller must send Worten a reply within 48 (forty-eight) hours. If the information provided by the Seller is sufficient, Worten will send a response to the Customer based on the information provided by the Seller. If the information provided by the Seller is insufficient, the Seller shall provide additional clarification within 48 (forty-eight) hours. In any event, Worten will always notify the Seller of the final resolution. In this case, the Seller will provide Worten with all the information it requires to enable Worten to represent it before the Customer.

12.6 In the event that the Seller fails to settle the dispute with the Customer within 10 (ten) calendar days of receipt of the complaint, Worten may, after notifying the Seller to that effect, refund the Customer by debiting the respective amounts from the Seller.



12.7 Without prejudice to cases where Worten assumes the position of Seller's intermediary in handling complaints made by the Customer under this clause, Worten shall not assume any liability to the Customer and shall be free of any liability in this respect since it is not party to the contractual relationship between Customer and Seller.

### **13 Other Obligations**

13.1 The Seller also undertakes to:

- (a) Provide and maintain their data, tax certificate and contact details true, complete and up-to-date, and identify itself as a Professional Seller in all communications and contacts with Customers or information shared on the Marketplace;
- (b) Provide a quality service to Customers with due diligence, care and a professional attitude;
- (c) Comply with the applicable law on the exercise of the commercial activity inherent to the sale of the Products (including commercial registration, accounting, contributory and tax obligations);
- (d) Sell and deliver Products in accordance with all applicable laws, regulations and codes of conduct;
- (e) Ensure the condition, characteristics, level of preservation and general state of the products, including any of their accessories or main parts, defects or faults in the products and their conformity with the information available on the Platform;
- (f) Ensure the existence and accuracy of product documentation as provided for in the relevant European Regulations;
- (g) Inform Product prices (including VAT), including any additional fees that it may charge, and acknowledge that Worten may refuse to make a Product available on the Marketplace in case of disagreement with the adequacy of the price for Customers;
- (h) Ensure the reliability, accuracy and exactitude of all information, data and content made available on or through the Marketplace, including a description of the characteristics of the products, prices, qualities, extras, available documentation or other features, as well as any accompanying content (such as images, texts, music, graphics, videos, name and trademarks, and other identifying elements of the product – hereinafter "Content"). All content which the seller wishes to publish on *Worten Marketplace* shall be approved in advance by Worten, in particular for the purpose of checking product quality and lawfulness;
- (i) Ensure that products and content do not infringe the applicable law or promote racism, discrimination or violence, and that they do not have offensive, obscene or defamatory language or content or infringe on the privacy of others;
- (j) Ensure that content is correct and true;
- (k) Not offer for purchase or sale illicit products and/or not announce offers and/or information of a violent, provocative, offensive or racist nature or that infringe privacy or the rights of third parties;
- (l) Assume full and exclusive responsibility for the veracity of the product's offer data and its adequacy with regard to the content of the offer, as well as responsibility for the lawfulness, sale and consequences of the sale of the Product;
- (m) Guide their use of the Marketplace by adopting amicable and polite behaviour in dealings with other Sellers and Customers;
- (n) If applicable, the Seller also undertakes to reply to the Customer's messages in English if unable to do so in the Customer's language. In addition, the Seller undertakes to cooperate proactively with Worten in answering the questions and, as far as possible, satisfying the requests submitted;
- (o) Use the Portuguese and Spanish language respectively in all content, communications and information that it makes available to Customers on *Worten Marketplace*, depending on whether it is putting its Products for sale on the website [www.worten.pt](http://www.worten.pt) or [www.worten.es](http://www.worten.es) (for example, but not limited to, on

the label/tag, on the warranty information, on the instruction manual, in the advertisements for its Products, on its identification and any other information provided to the Customer);

- (p) Not assign its contractual position to third parties without prior written consent from Worten;
- (q) Inform Worten in good time and in a diligent manner of the occurrence of any event that could jeopardise or impede the prompt and timely performance of any of the obligations arising from these Terms & Conditions; and
- (r) Perform all obligations arising from the purchase and sale of the Product through the Marketplace and the applicable law, in force at any time, in particular concerning:
  - Contracts negotiated away from business premises<sup>3</sup>;
  - Sale and warranty of consumer goods<sup>4</sup>;
  - Unfair commercial practices<sup>5</sup>;
  - General product and service security<sup>6</sup>;
  - Business practices concerning price reductions<sup>7</sup>;
  - Indication of retail sale prices<sup>8</sup>;
  - Tax and customs obligations<sup>9</sup>;
  - General Contract Clauses<sup>10</sup>;
  - Advertising<sup>11</sup>;
  - Protection of personal data<sup>12</sup>.
  - Geo-blocking and discriminatory practices<sup>13</sup>.

13.2 The Seller acknowledges and accepts that it will be solely and exclusively responsible for the following:

- a) Payment of the consideration to Worten in accordance with these Terms & Conditions;
- b) Execution of sales and purchase contracts for the Products, including, where applicable, the entire process of transfer of ownership and possession over the products;

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<sup>3</sup> In particular, in accordance with Directive 2011/83/EU of the European Parliament and of the Council of 25 October 2011 on consumer rights.

<sup>4</sup> In particular, in accordance with Directive 1999/44/EC of the European Parliament and of the Council of 25 May 1999, Directive (EU) 2019/771 of the European Parliament and of the Council of 20 May 2019 and Directive (EU) 2019/770 of the European Parliament and of the Council of 20 May 2019 on certain aspects of the sale of consumer goods and related guarantees and on certain aspects relating to the provision of digital content and services.

<sup>5</sup> In particular, in accordance with Directive 2005/29/EC of the European Parliament and of the Council of 11 May 2005 concerning unfair business-to-consumer commercial practices in the internal market.

<sup>6</sup> In particular, in accordance with Directive 2001/95/EC of the European Parliament and of the Council of 3 December 2001 on general product safety.

<sup>7</sup> In particular, in accordance with Decree-Law 70/2007 of 26 March, in its current version.

<sup>8</sup> In particular, in accordance with Decree-Law 138/90 of 26 April, in its current version.

<sup>9</sup> In particular, in accordance with the provisions of Council Directive (EU) 2019/1995 of 21 November 2019 and Council Directive (EU) 2017/2455 of 5 November 2017, amending Directive 2006/112/EC as regards the provisions relating to distance sales of goods and to certain internal supplies of goods, the Value Added Tax Code and the VAT on Intra-Community transactions, the applicable tax legislation on invoicing, transport documents and other fiscally relevant documents, as well as the applicable customs rules.

<sup>10</sup> In particular, in accordance with Decree-Law 446/85 of 25 October, in its current version.

<sup>11</sup> In particular, in accordance with Directive 2006/114/EC of the European Parliament and of the Council of 12 December 2006 concerning misleading and comparative advertising.

<sup>12</sup> In particular, in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) and Law 58/2019 of 8 August.

<sup>13</sup> In particular, in line with Regulation (EU) 2018/302 of the European Parliament and of the Council of 28 February 2018, which aims to prevent unjustified geo-blocking and other forms of discrimination based on customers' nationality, place of residence or place of establishment within the internal market and in line with Law 7/2022 of 10 January.

- c) The refund or exchange policy for their Products in accordance with these Terms & Conditions or with their policy disclosed on the Platform; and
- d) Risk of not selling any product made available on the Marketplace.

13.3 The Seller must not mislead their Customers about the relationship between the Seller and Worten, and in particular must not falsely indicate that Products and Content they make available are sponsored or supported by Worten.

13.4 The Seller undertakes to comply with the best environmental practices regarding more sustainable packaging, addressing Worten's desire to reduce the environmental impact of its activity, and that of its partners.

13.5 Worten is a well-known company with a high degree of professionalism and favours good relations with its customers. In this sense, Sellers, in all their interactions with Worten and the Customers, should respond politely, as respectfully as possible, and refrain from any inappropriate, offensive, defamatory or provocative comment or response.

## **14 Customers' Right to Free Termination of Purchase and Sale Agreement**

### **A) Exercise of the right to free termination in general terms**

14.1 On *Worten Marketplace*, returns are carried out in accordance with Directive 2011/83/EU on consumer rights, which regulates Distance Sales and imposes on Sellers Consumers' Right to Free Termination. This scheme is mandatory, without prejudice to the possibility of the Sellers establishing conditions that are more favourable to consumers.

14.2 The Customer may, freely and without the need to provide any justification, terminate the contract with the Seller and return the Product within 14 (fourteen) days of receipt of the Product. In the case of several Products ordered by Customer in a single order but delivered separately, the deadline will begin from the day Customer receives the last Product.

14.3 For the purpose of returning the Product, the Customer is required to comply with the following conditions:

Products	Condition
Books	Original condition
Films, TV and Music: CD, DVD, Vinyl, etc.	Unopened packaging with intact seals
Software & Videogames	Unopened packaging with intact seals
Electronic (TV, Audio, Video, Computer, GPS, etc.)	Products with no sign of misuse. Return of Complete Products with all their components and accessories, instruction manual and original packaging in perfect condition
Clothes, Shoes and Accessories	In their original state with all packaging and labels
Other Products	Products with no sign of misuse. Return of Complete Products with all their components and accessories, instruction manual and original packaging in perfect condition

14.4 If the Seller provides for a longer term or more advantageous conditions for returns under the Right of Free Termination, the Seller undertakes to indicate the deadline and conditions for return on its page on the Worten

website, stating specific conditions that may apply to the return of the Product, provided that these do not limit the rights conferred by the Law upon the Customer.

14.5 Unless otherwise agreed by the parties, and made available in the Seller's Return Policy, the Seller is not obliged to accept returns of:

- a) Goods made to Customer specifications or manifestly customised;
- b) Goods which, by their nature, cannot be returned or which are liable to deteriorate or to quickly expire;
- c) Sealed goods which cannot be returned for reasons of health protection or hygiene when opened after delivery;
- d) Goods which, after their delivery and by their nature, are inseparably mixed with other products; and
- e) Provision of digital content not supplied in material form.

14.6 The Customer may exercise its right of free termination by opening a conversation with the Seller via chat on the *Worten Marketplace* Platform.

14.7 In the event of termination of the sale and purchase agreement by the exercise of free termination, all payments made shall be reimbursed to the Customer without undue delay and in any event within 14 (fourteen) days of the date on which the Seller was informed of the Customer's decision to withdraw. Retention of the refund is allowed only until the goods are received or until the Customer provides proof that the goods have been returned; in any case, the law prohibits the retention of the refund in cases where the Seller is required to collect the goods (due to their nature or size) and in cases where the Seller has offered to collect the goods.

14.8 Reimbursement of the amounts paid shall be made using the same means of payment used by the Customer in the initial transaction. Worten will carry out the refund, after it has been validated by the Seller in the *Worten Marketplace* Platform back office. If Worten has already transferred the amount corresponding to that order, with the fee deducted, it will debit this amount from the Seller in the next payment cycle or by sending an invoice to the same.

14.9 The Customer is responsible for bearing the cost of returning the Products, except when Sellers agree to bear this cost under their return conditions. The Seller must inform the Customer, prior to the concluded the contract, about who bears the costs of returning the Products.

14.10 The Seller is not required to refund the additional delivery costs when Customer expressly requests a different and more expensive delivery method than the generally accepted and less costly modality offered by the Seller.

14.11 Where, due to their nature or size, the goods cannot be returned by post, it is for the Seller to collect the goods and bear the cost thereof.

14.12 Failure to comply with the repayment obligation within the deadline set out in point 14.7 obliges the Seller of goods or service provider to double the amounts paid by the consumer within 15 (fifteen) working days, without prejudice to the consumer's right to compensation for personal and non-material damages.

14.13 When so requested by Worten, the Seller is obliged to send information on returns and shipping numbers (number assigned by the Seller and/or the carrier it hires to send the Product to the Customer).

## **B) Exercise of the right to free termination in a Physical Store**

14.14. In the case of a Small Product (weighing less than 30 kg, measuring =  $L+2W+2D \leq 300\text{cm}$ , where  $L \leq 150\text{cm}$ ), the Customer may also exercise the right of termination by delivering the Product to a physical Worten store located in mainland Portugal or Madeira (hereinafter “Physical Store”). In this case, the rules shall apply, with the relevant adaptation, as stated in “14. A) Exercise of the right of free termination in general terms”, together with the following rules.

14.15. Worten shall verify that the Product is within the dimensions stated in the preceding paragraph and that the delivery of the product is made within the legal or other, broader terms established by the Seller. Validation of the delivery date will be made in accordance with the information uploaded by the Seller to the *Worten Marketplace* Platform back office (tracking ID). Where no information is provided by the Seller as to the date of delivery of the product, Worten shall consider that the Customer is terminating in time.

14.16. Where a purchase and sale contracted is terminated via the exercise of free termination at a Physical Store, Worten, after verifying that the termination is admissible (specifically because the conditions described in 14.14 and the applicable returns policy are met), will at that time refund the amounts paid to the Customer.

14.17. Within 20 (twenty) days of the reimbursement date stated at 14.16, Worten will send the Product to the Worten Logistics Warehouse. The Seller will be notified when the article is available for collection from the Worten Logistics Warehouse.

14.18 The Seller undertakes to collect the Product in question from the Worten Logistics Warehouse within 30 (thirty) calendar days of notification being sent to them that the article mentioned in the preceding paragraph is available for collection, unless the Seller has contracted one of the Worten logistical services, in which case the rules of that service shall apply.

14.19 On expiry of the 30 (thirty) day period referred to in the preceding paragraph, Worten will charge the Seller the sum of EUR 0.15 (fifteen cents) for each day of storage of the Product in question, until the Product is collected or until Worten acquires ownership thereof in accordance with the following paragraph.

14.20 If the Seller fails to collect the Product within the 30 (thirty) day period referred to in point 14.18, Worten will send final notification to the Seller informing it that, if it does not say anything within a maximum of 60 (sixty) days, the Product(s) in question will be considered voluntarily abandoned and, consequently, the Seller will lose its the right of ownership over them in favour of Worten, which acquires them by way of occupation (cf. article 1316 of the Portuguese Civil Code).

14.21 The Seller may challenge Worten's decision to make a refund, within 30 days from the date upon which Worten notified it of that decision, by completing a form available at [https://sellercenter.worten.com/reports - “Orders”/“Returns in Store”](https://sellercenter.worten.com/reports-Orders/Returns%20in%20Store). When completing this form, the Seller must explain the reasons why it disagrees with the refund decision.

14.22 Worten will then have five working days to consider the reply submitted by the Seller, counted from the date upon which the form submitted by the Seller is received. If Worten validates the justification presented by the Seller, the value of the order, after deduction of the amount due to Worten by way of a fee, shall be returned to the Seller in the next payment cycle. Where there are appropriate grounds not to validate the reply submitted by the Seller, the value of the order shall not be returned.

## 15 The Right to Reject

15.1 The Seller undertakes to comply with the terms of this chapter, as well as with the right to reject granted to Customers, within the scope of Directive 2011/83/EU of 25 October 2011 on consumer rights and Directive 2019/771/EU of 20 May 2019 regarding certain aspects of the purchase and sale of goods.

15.2 In the first 30 (thirty) days after receipt of the Product, the Customer may, by way of the right to reject, return non-compliant articles. In the case of several Products ordered by Customer in a single order but delivered separately, the deadline will begin from the day the Customer receives the final Product.

15.3 The Product is deemed to be non-compliant in the following situations:

- a) The Product does not correspond to the description, type, quantity and quality and does not have the functionality, compatibility, interoperability and other characteristics advertised by the Seller;
- b) The Product is inappropriate for any specific purpose that the Customer assigns to it, as advertised by the Seller;
- c) The Product is not delivered together with all accessories and instructions, including installation instructions, as advertised by the Seller; and
- d) The Product is not provided with all updates, as advertised by the Seller.

15.4 In addition to the requirements of the previous article, Products must:

- a) Be suitable for the use for which Products of the same nature are intended;
- b) Correspond to the description and possess the qualities of the sample or model that the Seller advertised to the Customer before purchase by the Client, where applicable;
- c) Be delivered together with all accessories, including packaging, installation instructions or other instructions that the Customer may reasonably expect to receive, where applicable; and
- d) Correspond to the quantity and possess the qualities and other characteristics, including with regard to durability, functionality, compatibility and safety, which is customary and expected in Products of the same type, considering in particular their nature and any public declaration made by or on behalf of the Seller, or by other persons at previous stages of the business chain, including the producer, in particular with regard to advertising or labelling.

15.5 If the Seller provides for situations of non-compliance of Products other than those mentioned in the preceding paragraphs, or a longer period for returns under the Right to Reject, it undertakes to indicate the deadline and conditions for return on the *Worten Marketplace* product page, specifying the specific conditions which may apply, provided that this does not place a limit on the rights conferred by Law upon the Customer.

15.6 In the case of a small product (weight less than 30 kg, measured =  $L+2W+2D \leq 300\text{cm}$ , where  $C \leq 150\text{ cm}$ ) where the Customer wishes to terminate the Agreement, the exercise of the right to reject may be carried out by handover of the Product, within the applicable deadline, in the Physical Store.

15.7 Where the right to reject at a physical store is exercised, Worten will: (i) verify that the Product is within the dimensions referred to in the preceding paragraph; (ii) verify that the handover of the product is made within the legal, or other longer term, established by the Seller, and (iii) examine the Product in order to prove the non-compliance, in accordance with clauses 15.3 and 15.4, indicated by the Customer.

15.8 The validity of the delivery date will be checked in accordance with the information uploaded by the Seller in the *Worten Marketplace* Platform back office (*tracking ID*). Where no information is provided by the Seller with regard to the delivery date of the product, Worten should consider that the Customer is terminating in time.

15.9 Where a contract of purchase and sale is terminated by means of exercising rejection at the Physical Store, Worten will, at the time, after verifying that the termination is admissible (specifically, where the conditions described in 15.7 are met), repay the amounts paid by the Client, and debit the Seller, in the following payment cycle, the amount pertaining to the reimbursement, with the fee being returned to the Seller.

15.10. In the event that the conditions described in clause 15.7 are not met, Worten will receive the product from the Customer and forward it for analysis by the Seller, following the other rules set forth in Clause 16 of these Terms & Conditions.

15.11 Where the Customer exercises its right to reject in the Physical Store, Worten will send the Product to the Worten Logistics Warehouse within 20 (twenty) days of the date of reimbursement mentioned in section 15.9. The Seller will be notified when the article is available for collection at the Worten Logistics Warehouse.

15.12 The Seller undertakes to collect the Product in question from the Worten Logistics Warehouse within 30 (thirty) calendar days of notification of the availability of the Product being sent by Worten as mentioned in the preceding paragraph, unless the Seller has contracted one of the Worten logistical services, in which case the rules of that service shall apply.

15.13 On expiry of the 30 (thirty) day period referred to in the preceding paragraph, Worten will charge the Seller the sum of EUR 0.15 (fifteen cents) for each day of storage of the Product in question until such time as it is collected or until Worten acquires ownership in accordance with the following paragraph.

15.14 If the Seller fails to collect the Product within the 30 (thirty) day period referred to in clause 15.12, Worten will send a final notification to the Seller informing it that, if it does not say anything within 60 (sixty) days, the Products in question will be considered voluntarily abandoned and, consequently, the Seller will lose its the right of ownership over them in favour of Worten, which acquires them by way of occupation (cf. article 1316 of the Portuguese Civil Code).

15.15 The Seller may challenge Worten's decision to make a refund, within 30 days from the date upon which Worten notified it of that decision, by completing a form available at [https://sellercenter.worten.com/reports - "Orders"/"Returns in Store"](https://sellercenter.worten.com/reports-Orders/Returns%20in%20Store). When completing this form, the Seller must explain the reasons why it disagrees with the refund decision.

15.16 Worten will then have 5 (five) working days to consider the reply submitted by the Seller, counted from the date upon which the form submitted by the Seller is received. If Worten validates the justification presented by the Seller, the value of the order, after deduction of the amount due to Worten by way of a fee, shall be returned to the Seller in the next payment cycle. Where there are appropriate grounds not to validate the reply submitted by the Seller, the value of the order shall not be returned.

## 16 Other Rights under the Product Guarantee

16.1 For products purchased and billed up to 31 December 2021, if the Product is damaged, doesn't work properly, or is in breach of the information provided by the Seller at the time of sale or with the purchase and sale agreement - nonconformity - the Customer is entitled to restoration of their position, free of charge, through the following means:

- Repair;
- Replacement by a product with similar characteristics;
- Price reduction;
- Terminating the contract.

The Seller will have to confirm that the Product is covered by a legal guarantee or additional commercial warranty advertised on its page on the website.

16.2 At [worten.pt](https://worten.pt), if the nonconformity is detected within the first 30 (thirty) days after delivery of the item, the Customer may request immediate replacement or termination of contract.

16.3 It is up to the Seller to guarantee the Product during the period defined by applicable law in Portugal (namely, for Products purchased and invoiced up to 31 December 2021, the provisions of the legal regime for the sale and guarantee of consumer goods - Decree-Law 67/2003 of 8 April, as amended by Decree-Law 84/2008 of 21 May and, for Products purchased and invoiced after 01 January 2022, the provisions of Decree-Law 84/2021 of 18 October which regulates the rights of consumers regarding the purchase and sale of goods, digital content and services) and the provisions of the law applicable in Spain (in particular Royal Decree-Law 7/2021 and Royal Legislative Decree 1/2007 of 16 November, approving the reformed *Ley General para la Defensa de los Consumidores y Usuarios* [General Law for the Defence of Consumers and Users] and other related legislation).

16.4 Products purchased on or after 1 January 2022 have the following warranty periods:

16.4.1 At [worten.pt](https://worten.pt):

- New and Reconditioned Products: 3 years;
- Used Products: 18 months;
- One-time delivery Digital Content and Services: 2 years;
- For each repair carried out in accordance with the legal warranty, 6 (six) months are added to the warranty period, with a limit of 4 (four) repairs.

16.4.2 At [worten.es](https://worten.es):

- New Products: 3 years;
- Used Products: 12 months;
- One-time delivery Digital Content and Services: 2 years.

16.5 If the Seller offers additional guarantees not covered by this Agreement or the applicable law, it must specify them on its *Worten Marketplace* page, and these supersede what is laid down by law if they are more favourable to customers.



16.6 In the case of replacement of the Product, the new Product enjoys the same legal warranty as the replaced Product.

16.7 The Seller undertakes to repair or exchange the Product within 30 (thirty) calendar days of receipt of the request under the warranty, unless the nature and complexity of the goods, the severity of the nonconformity, and the effort required to repair or exchange it justify a longer deadline.

16.8 Whenever the Customer invokes the warranty, in accordance with this Clause, the Seller is obliged to prepare and make available on the *Worten Marketplace* Platform the technical report containing the decision and respective grounds, as well as a breakdown of the work done on the Product, if applicable, up to the end of the deadline indicated in the preceding paragraph.

16.9 In case of termination of the purchase and sale contract, the refund must be made within 14 (fourteen) days from the Seller being notified of the Customer's decision to terminate, or confirmation by the Seller of receipt of the product in proper conditions of use or, alternatively, proof that the Customer has returned the good.

16.10 The Seller undertakes to bear all costs of returning the Product which is not compliant, including, where applicable, the cost of postage, the cost of transport and other logistical costs involved in sending the replacement Product, as agreed with the Customer. In case of return of all the Products of an order, the total paid by the Customer (Product price and shipping costs) will be refunded. If an order is partially returned, the Customer will receive a partial refund corresponding to the price of the returned Product(s) and the cost of shipment proportionally according to the number of Products in the order.

16.11 For Products purchased at [worten.pt](https://worten.pt), Worten has the legal obligation to manage the warranty activations concerning the Customer, as stated in previous clauses. It may complete such activation together with the Seller, in order to ensure compliance with legislation in force, unless the Seller expressly states otherwise, in which case Worten will deal directly with the Customer. In cases where the Customer goes to a Worten shop to hand over the Product and the Seller activates the warranty, Worten will send the Product in question to the Worten Logistics Warehouse within 10 (ten) calendar days from receipt of the article by Worten.

16.12 In cases where, as stated in section 16.11, Worten becomes liable to the Customer for any nonconformity of the Products, it has the right of recourse against the Seller, charging it with all the costs and expenses associated with the warranty activation process, including the amount refunded to the Customer and, where applicable, transport, postage, labour, logistical costs, spare parts and evaluations, among other things, duly substantiated. In such cases, if the Seller is active and has credit in its current account, it will provide compensation by payments set off in the next payment cycle and, if the Seller is not active or does not have credit in its current account, it will be notified for payment, in accordance with the applicable legal terms.

16.13 In the event of misuse of the Product (and if the Seller or Worten has accepted the return of the Product), the shipping charges will be borne exclusively by the Customer.

16.14 Unless the Seller expressly requests otherwise, in the case of repair, replacement or refund under the legal warranties set out in this Clause, the Seller undertakes to collect the product from the Worten Logistics Warehouse within 30 (thirty) days of Worten sending notification that the article is available, unless the Seller has contracted one of the Worten logistical services, in which case the rules of that service shall apply.

16.15 On expiry of the period referred to in the preceding paragraph, Worten will charge the Seller the sum of EUR 0.15 (fifteen cents) for each day of storage of the product in question, until it is collected or until Worten acquires ownership in accordance with the following paragraph.

16.16 If the Seller fails to collect the non-compliant product within the period mentioned in paragraph 14 of this article, Worten shall send final notification to the Seller informing it that, if it does not say otherwise within a period of 60 (sixty) days, the products in question shall be considered voluntarily abandoned and, consequently, the Seller shall lose its right of ownership over them in favour of Worten, which acquires them by occupation (cf. articles 1316 of the Portuguese Civil Code).

## **17 Service Levels**

17.1 The Seller undertakes to comply with the service levels identified in **Annex XI** in its relationship with Worten and customers and to accept the penalties provided for as a consequence of non-compliance.

## **18 Suspension and Removal of Seller from the Marketplace**

18.1 Without prejudice to the situations set out in **Annex XI**, Worten reserves the right to provisionally suspend and/or remove from *Worten Marketplace* any Seller, depending on the gravity of the situation, that:

- a) breaches these Terms & Conditions and the other Contractual Documents;
- b) breaches the provisions of the applicable law and does not have the necessary legal and regulatory authorisations;
- c) breaches tax law, in particular irregularities or failures to hand over VAT to the Tax Authority; and/or
- d) has inappropriate, offensive, defamatory or provocative behaviours or interactions with either the Customers or Worten.

18.2 In the event of a provisional suspension, Worten will notify the Seller and will state, before or at the time when the suspension takes effect, the reasons for its decision on a durable medium, and will give the Seller the opportunity to comment on the case.

18.3 In the event of removal, Worten will give the Seller the reasons for its decision at least 30 (thirty) days before the date of removal. However, this period of notice may not be complied with, and Worten may inform the Seller of the reasons for its removal without respecting this deadline, when Worten:

- a) Is subject to a legal or regulatory obligation to terminate the provision of all its Marketplace services to a particular Seller in such a way that it does not comply with that notice;
- b) Exercises a right of cessation for a mandatory reason in accordance with national law which respects European Union law; and/or
- c) Can demonstrate that the Seller has violated these Terms & Conditions twice in succession or on three separate occasions, resulting in the final removal of the Seller's account and the consequent cessation of the Marketplace services.

18.4 Furthermore, Worten will have no duty to justify the reasons which led to the decision to remove the Seller if, as provided for in Regulation (EU) 2019/1150, it is subject to a legal or regulatory obligation to determine that the specific facts or circumstances or the reference to the applicable reasons are not transmitted, or if it is

established that the Seller has breached, five times in succession or on eight separate occasions, the provisions of these Terms & Conditions, resulting in the cessation of the provision of all Marketplace services.

18.5 In cases of both suspension and removal, the Seller shall have the opportunity to clarify the relevant facts and circumstances in the internal complaints procedure referred to in Clause 1.5 and **Annex I**.

18.6 The removal of the Seller for the reasons identified in **Annex XI** means the termination of these Terms & Conditions. In such cases, Worten will prevent the Seller from accessing its Account and all associated content. Nevertheless, Worten will allow the Seller access to its reserved area at the *Worten Marketplace* solely and exclusively for the purposes of extracting the Customers' personal data and the Seller's activity data generated through *Worten Marketplace*, as well as all the data for orders that are pending at the date of termination of these Terms & Conditions.

18.7 If outstanding amounts exist on the date on which Worten decides to removal the Seller from *Worten Marketplace*, they must be paid by the Seller within the deadline indicated in the notification for payment.

18.8 Worten may also temporarily suspend *Worten Marketplace* if there is a need to respond to an unforeseen and imminent danger related to the defence of online brokering services, the Customers or other professional users against fraud, malware, spam, data breaches or other cyber-security risks.

18.9 If a temporary suspension is applied for the reasons set out in **Annex XI**, the Seller may, at any time, request that Worten reactivate its account by completing the 'Reactivation Plan' form and made available to the Seller when the said suspension is applied; this will indicate the measures taken to remedy the breach which gave rise to the suspension. It will not be possible to request this plan when the breach that led to the suspension relates to legal obligations.

18.10 The plan referred to in the preceding paragraph is assessed by Worten within five business days, counted from receipt. If Worten decides to lift the suspension, it will grant the Seller an initial grace period (hereinafter referred to as "immunity"), during which the Seller cannot be suspended for breaches arising from the same cause as the initial suspension. The initial grace period shall be 30 (thirty) days. It may be extended, at the Seller's request, for equal periods, up to a maximum of 3 (three) consecutive periods.

## **19 Agreement Termination**

19.1 Either Party may terminate these Terms & Conditions following the fundamental breach by with other Party of any of its obligations under these Terms & Conditions and other Contractual Documents, as well as due to objective or subjective impossibility.

19.2 In addition, the Seller may terminate these Terms & Conditions if it does not agree to the changes communicated to it under Clause 24, and shall notify its intention to terminate them within 15 (fifteen) or 30 (thirty) days of receiving notification of the change to these Terms & Conditions, as provided for respectively in Clauses 24.4 and 24.5.

19.3 In the event of the Seller being removed from the *Worten Marketplace* Platform pursuant to clause 17 and the resulting Agreement termination, the Seller shall be prevented from accessing its Account and all associated content.

19.4 The termination of the Agreement shall take effect within 15 (fifteen) days of receipt of the notification, at which point the contractual relationship between the Parties shall automatically cease, together with the Seller's right to access and sell its Products through *Worten Marketplace*.

## **20 Rating of Sellers**

20.1 Worten does not rate *Worten Marketplace* Sellers. However, Worten allows Customers to attribute stars to the Sellers for each of the sales, and also provides the option to make public comments. These indicators are autonomous and Worten does not use any tools to influence them.

20.2 After the first 20 (twenty) orders, Sellers who have a rating of less than 3.5 stars may be penalised in accordance with **Annex XI**. Evaluations are visible to all users of the Worten website. Worten provides the name that the Customer used in the order to identify the evaluation.

20.3 *Worten Marketplace* introduces, organises and communicates Seller Products through its website's advertising rules.

20.4 The key indicators/parameters used by Customers to measure the quality of goods or services made available through *Worten Marketplace* are as follows:

- a) Method of delivery as expected by the Customer;
- b) Product as described by the Seller;
- c) Delivery deadline respected;
- d) Product well packed;
- e) Free text box for the Customer to describe the experience with the Seller;
- f) Stars (1-5) given by the Customer.

20.5 Ratings entered by Sellers are considered fraudulent because they intend to artificially influence the results. Worten shall not take into account the insertion of Ratings by the Sellers through fraudulent accounts, and may apply a penalty and/or suspension and exclusion of the Seller under the terms of **Annex XI**.

## **21 Internal Complaints Procedure**

21.1 Worten provides an internal procedure for dealing with complaints from Sellers.

21.2 This procedure allows Sellers to submit complaints about any technological issues related to the *Worten Marketplace*.

21.3 The Seller may access the internal complaints procedure at any time by completing the contact form available at <https://www.worten.pt/marketplace/formulario-de-contato-e-suporte>. In addition, the *Worten Marketplace* Complaint Treatment Procedure is attached to these Terms & Conditions (**Annex I**).

## **22 Confidentiality and Processing of Customers' Personal Data**

### **A. Confidentiality**

22.1 Under these Terms & Conditions, both Parties may have access to confidential information (hereinafter "Information") of the other Party, which shall be clearly identified and subject to the terms of this Clause.

22.2 Information means any written, verbal or digital information, containing data, as applicable, of an organisational, technical, commercial or financial nature, such as know-how, lists and data of customers or suppliers, materials, solutions and equipment, lists of products, studies, software or any other information relating to Worten's activity.

22.3 The Parties undertake to treat and maintain as absolutely confidential all Information and to use it solely and exclusively under these Terms & Conditions, by refraining from any use outside this context for any purpose, whether for their own benefit or for any third party, except in situations of dispute between the parties or of non-compliance with these Terms & Conditions, in which case the relevant information may be brought before the courts.

22.4 The Seller is also liable for any and all damages and losses arising from the deliberate or negligent breach of the obligations assumed in these Terms & Conditions in respect of the use of Information.

22.5 Both Parties are bound to make the Information known only to personnel involved in the execution of the activities covered by these Terms and & Conditions, and to be responsible for the fulfilment of the duty of secrecy and confidentiality by the said staff.

22.6 Disclosure of the information does not create any private right, licence or promise of rights for the benefit of the Seller in respect of the specific matter transmitted.

22.7 In the event that the Seller or any other person to whom the Seller has disclosed Confidential Information is required to disclose any Information, the Seller shall immediately notify Worten in writing and shall consult Worten prior to such disclosure with the aim of avoiding, as far as possible, such disclosure or of setting the deadline, form and content thereof.

22.8 If the Seller becomes aware of any unauthorised use or disclosure (actual or potential) of Confidential Information or any other breach by a worker or third party, it shall immediately notify Worten of the event and undertake to cooperate in order to assist the same in recovering, as far practically possible, the possession of the Information used or disclosed in terms other than those agreed, and in order to prevent any further unauthorised use or disclosure.

22.9 In the context of the provision of on-line intermediation services, Worten accesses and shares some data from the Sellers with partners working in this field, namely:

- a) *Worten Marketplace* Platform through which Sellers register and create their store on the *Worten Marketplace*, and then manage their entire operation on that back office (except for billing and payment issues which they query through the supplier payment management platform).
- b) CRM platform used exclusively by the Marketplace team to aggregate all relevant business information about Sellers and manage all tasks related to recruiting and onboarding/integration of new Sellers, as well as the relationship we maintain with each Seller in terms of sales streamlining, consulting and business support, etc.
- c) Sourcing company that acts between retailers and marketplaces around the world, playing an intermediary role in its various aspects, including alignment between the strategy of each marketplace

and the Sellers contacted, operational support for onboarding and the management of the Sellers, and (informal) resolution/mediation of problems that may arise between the two parties.

## **B. Processing Customers' Personal Data**

22.10 The data controller for processing the Customer's personal data is Worten, as an intermediary in the relationship between it and the Seller. Worten will collect and process Customer's personal data and will only transmit Customer's personal data to the Seller when the former enters into a contract with the latter to purchase and sell a particular Product. Worten acts in accordance with its Personal Data Privacy Policy, available for consultation on the website at the following link: <https://www.worten.pt/politica-de-privacidade>.

22.11 The sale and purchase contract between Customer and Seller after acceptance of the order by Customer will give rise to a new processing of personal data for which the Seller is the data controller.

22.12 Worten will process the data for account login, order receipt and payment management purposes. The Seller will process the Customer's personal data for the purpose of contractual management and after-sales support service, including the activation of warranties and the review of complaints.

22.13 The Parties thus act as independent controllers and undertake to fulfil the duty to inform the Customer, as well as the other legal obligations resulting from Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (General Data Protection Regulation) and Law 58/2019 of 8 August which ensures the implementation in national law of the General Data Protection Regulation and other applicable legislation ("Data Protection Regime"), and in particular to:

- a) Process Customers' personal data in a lawful, fair and transparent manner;
- b) Process Customers' personal data only for the specified, explicit and legitimate purposes described above;
- c) Process Customers' personal data that are adequate, relevant and limited to what is necessary for the defined purposes; and
- d) Process Customers' personal data only for the period strictly necessary for the purposes assumed.

22.14 The Customer may request at any time to exercise their rights, as the data subject, to Worten or the Seller, depending on whether the use of the Marketplace is involved, prior to the conclusion of the sale contract, or a situation concerning the purchase or sale contract entered into or originating in the market.

22.15 Both Worten and the Seller will carefully review the Customer's requests, assessing their legitimacy, relevance and providing a timely response.

22.16 The Seller is obliged to put all the information legally required under Article 13 of the General Data Protection Regulation on its page on the Worten website.

22.17 There are certain situations in which Worten will act as a Seller's subcontractor, in particular in the case of the selection of the Click & Collect dispatch mode, in which case the provisions of **Annex XIII** shall apply.

## 23 Liability

23.1 The Seller undertakes to carry out the perfect and complete supply of goods ordered in accordance with these Terms & Conditions and is liable for damages arising from the irregularities attributable to it.

23.2 The risk of loss/damage to the Product(s) ordered is borne solely by the Seller until such time as it actually enters the Customer's possession and is borne by the Customer thereafter.

23.3 In the event of civil, criminal or administrative proceedings being commenced in connection with the operation of *Worten Marketplace* for events/acts attributable to the Seller or its staff, the Seller shall be liable for any damage it causes in Worten's legal sphere, such as penalties, fines, legal costs, sanctions or damages which Worten has to bear as a result of poor or defective performance of the services provided/supply of goods, on the basis of a breach of any warranty provided by the Seller, allegation that the Products infringe, or that their import, use or resale infringes any patent, copyright, design rights, trademarks (including counterfeiting) or other intellectual property rights of any other person anywhere in the world, as well as criminal law, and also assumes all liability to Customers and Worten in the scope of the *Worten Marketplace*.

23.4 The Seller is liable for all damages and losses arising out of the deliberate or negligent breach by it or its staff of the obligations entered into under these Terms & Conditions and other Contractual Documents, and in respect of the duty of secrecy, confidentiality and use of personal data, and shall compensate Worten in full for all such damages and losses directly attributable to it, without prejudice to liability under criminal law.

23.5 Worten cannot be held liable for any fraudulent or unlawful acts committed by Sellers, any other actors or third parties on *Worten Marketplace*. Worten is solely responsible for administering and managing the *Worten Marketplace* Platform.

23.6 Worten is also not held liable for unavailability of *Worten Marketplace* which (i) is caused by factors beyond the reasonable control of Worten, including cases of force majeure or Internet access and related problems that occur in the territories in which the Seller is based; (ii) result from any acts or omissions of the Seller or of third parties; (iii) result from the Product, software or other technology that the Seller uses and/or from the Product, software or other third party technologies; (iv) result from any misuse of the *Worten Marketplace* by the Seller or third parties; (v) result from incompatibility with the Seller's systems or reliance on actions under the Seller's responsibility; (vi) result from Worten's lawful interruption or cancellation of the seller's right to use *Worten Marketplace*; (vii) result from the use or impossibility of using the Marketplace, including in particular delays, interruptions, errors, interference and suspension of communications, omissions, viruses, bugs, as well as malfunctions and/or operating problems of the electronic, IT or telecommunications system; (viii) result from anomalies or malfunctioning of any payment system; (ix) come from use blockages caused by Internet defects or surges or other electronic systems, such as failure to access any part of the website; (x) result from the suspension, non-operation or unauthorised use of the servers on which the Platform is hosted and/or all information and data housed there; (xi) derive from the use of the username and password by unauthorised third parties; (xii) result from misuse of the Marketplace; and also (xiii) possible security errors or deficiencies which may arise from the use of outdated or unsafe terminal and/or browser equipment, as well as from the activation of password or User identification codes in the terminal and/or browser equipment, or from any damage, error or inaccuracy which may result from their malfunction.

23.7 In any event, Worten's liability will be limited to compensation for the value to be paid to the Seller during the two months preceding the date of the breach and is restricted to damages directly attributable to it. As such, loss of profit and emerging damages are expressly excluded.

23.8 In cases of serious legal non-compliance such as fraud, abuse of rights, trademark violation, violation of the Tax Act, etc., Worten will immediately suspend any payment of orders from the respective Seller.

## **24 Intellectual Property**

24.1 Intellectual property rights mean, for the present purpose, trademarks, distinctive signs of trade in goods and services, names, logos, patents, utility models and other industrial property rights, registered or unregistered design or configuration rights, database rights and all similar rights anywhere in the world, including the right or priority of registration of such rights.

24.2 The Seller shall not be able to use Worten's intellectual property rights.

24.3 Nothing in these Terms & Conditions shall have the effect of transferring any intellectual property rights between the Parties.

24.4 The Marketplace, its content (such as texts, images, graphics, sound and animation and all other information and the form in which it is graphically represented on the website), its structure, organisation and presentation of its content, including its features and software, as well as the brands, logos and symbols displayed on the Platform ("Intellectual Property"), are wholly owned by or have been licensed to Worten.

24.5 The contents of the Platform (texts, images, graphics, sound and animation and all other information made available) are protected by intellectual property rights, and the Seller undertakes to respect such rights.

24.6 Sellers may use Worten's Intellectual Property only as follows:

- a) Use in any form, including by reproduction, distribution, disclosure, communication to the public, making available of Intellectual Property for any purpose other than strictly personal, particularly commercial use, without prior written permission from Worten, is expressly prohibited;
- b) The modification or integration of Intellectual Property into other material or content, without prior written permission from Worten, is expressly prohibited;
- c) The use, reproduction or representation of all or part of any name, trademark or other distinguishing sign reproduced on the Marketplace is strictly prohibited and must be subject to prior written authorisation by Worten or the proprietor of the trademark registration.

24.7 Permissions to use Worten's trademarks or any intellectual property right lapse in the event of the Worten Marketplace Seller being removed and the Agreement terminated. In the event of suspension of the Marketplace Seller, access rights resulting from registration shall also be suspended.

24.8 Worten's task is to manage the design, layout and disposition of all information, content and materials in the Marketplace. As such, Worten may at any time update, modify or delete any content, services, options or features, modify its presentation and configuration and change its URLs.



24.9 The Seller undertakes to prove that it is entitled to use the intellectual property rights of third parties, including, but not limited to, industrial property rights such as trademarks, logos, other distinctive signs, patents, prototypes, designs or models, designations of origin or geographical indications and copyrights on the Products it sells.

24.10 If the Seller comes to supply to Customers Products for which it holds the intellectual property rights or Products whose intellectual property is owned by third parties, in relation to which it declares it has a right to produce, distribute and/or market, it undertakes to prove its possession of such right to produce, distribute and/or market the Products and also to pay all fees owed to third parties for the use of technical components owned by these third parties.

24.11 The Seller warrants that the Products it supplies to Customers whose intellectual property is owned by third parties were properly introduced on the market in the European Economic Area by the respective rights holders or with their consent.

24.12 The Seller also undertakes to notify Worten of any restrictions on the marketing of the Products owned by third parties, imposed by said holders.

24.13 The Seller shall inform Worten of any event or claim which may result in the loss or impairment of the rights referred to in clauses 23.9 and 23.10. The information must be communicated as soon as possible, and in any case no later than 5 (five) days after the event or claim that may result in the loss or impairment of the rights referred to in the aforementioned clauses.

24.14 If the Seller becomes aware of any breach, apparent breach or threat of breach of the intellectual property rights over the Products, or is involved in any litigation, action, complaint or claim relating to any such right, especially in relation to the crimes of counterfeiting and possession of such goods, it must promptly notify Worten of this fact, and in any event within (five) days after its occurrence.

24.15 If Worten is involved in any litigation, action, complaint or claim relating to marketing products sold by the Seller, at Worten's request the Seller must provide Worten, at its own expense (including lawyers' fees, legal expenses and other relevant expense), with all reasonable assistance, including pursuing legal claims, obtaining legal advice, gathering evidence or other information, or any other assistance Worten may deem necessary for the protection of its rights.

24.16 The unauthorised or improper use of Worten's or third-party intellectual property rights by the Seller constitutes a serious breach of these Terms & Conditions and Worten shall therefore have the right to terminate the Seller's *Worten Marketplace* registration immediately and to suspend payments to the Seller immediately in accordance with **Annex XI**, without prejudice to any other right which by law or Agreement which is assigned to Worten.

24.17 To confirm fulfilment of the obligations assumed in this Clause, the Seller undertakes to provide Worten with all reasonable information that it requests in this respect and also to allow it to conduct audits on the Seller's premises and products, to be carried out by Worten technicians or third parties, which shall be duly accredited and appointed by Worten for this purpose..

## **25 Changes to the Terms & Conditions**

25.1 Worten reserves the right to amend these Terms & Conditions. For this purpose, and except in the cases provided for in Regulation 2019/1150, Worten shall send a written notification to the Seller in a durable medium at least 15 (fifteen) days before the date of implementation of the changes.

25.2 However, the notice period will be waived should Worten be subject to a legal or regulatory obligation to amend these Terms & Conditions in such a way that prevents it complying with the notice period.

25.3 In the event that changes to the *Worten Marketplace* involve modification, removal or addition of functionalities or features that are important to the Seller, as well as in the case of complex changes, such as those involving the adaptation or disruption of the Seller's technical and commercial operations and/or the need to reschedule its services, the notification referred to in the previous paragraph shall be given at least 30 (thirty) days in advance.

25.4 If the Seller accepts the changes during the 15 (fifteen) day notice period, by written declaration or express consent and/or by offering new goods or services on the *Worten Marketplace*, the Seller shall be deemed to have waived the notice period and will continue to use the *Worten Marketplace*.

25.5 In the case of a period of notice of 30 (thirty) days, as identified in Clause 24.3, the waiver of the period of notice must be made by a written and unambiguous declaration to that effect.

25.6 If the Seller does not agree with the amendments, it is entitled to terminate the agreement before the end of the notice period. The termination of the Agreement shall take effect within 15 (fifteen) days of receipt of the notice, at which point the contractual relationship between the Parties shall automatically cease, together with the Seller's right to access and sell its Products through Worten Marketplace.

25.7 None of the changes made to these Terms & Conditions under this clause will take effect retroactively.

25.8 To the extent that they do not change the content or meaning of these Terms & Conditions, Worten reserves the right to make editorial or typographical changes without prior notice.

## **26 Effective Term of the Agreement**

26.1 These Terms & Conditions start to apply on the date on which the Seller has cumulatively accepted them and registered with Worten.

26.2 The Agreement between Seller and Worten, governed by these Terms & Conditions and other Contractual Documents, shall remain in force until termination as provided for in Clause 18 or until one Party terminates the same, in whole or in part, by sending a written notice with acknowledgement of receipt to the other Party, at least 30 (thirty) days in advance of the date on which it will take effect.

## **27 Applicable law, venue and mediation**

27.1 These Terms & Conditions are governed by the law in force in the Portuguese legal system.

27.2 All questions relating to the interpretation and/or implementation of these Terms & Conditions within the Worten Marketplace will be settled preferably through negotiation.

27.3 For the purposes of the above negotiations, the Parties shall immediately select the mediators of the Porto Commercial Arbitration Institute and Madrid Arbitration Court, with whom they shall cooperate in reaching an agreement on any out-of-court settlement of disputes arising from the provision of the online brokering services at the *Worten Marketplace*.

27.4 Worten must bear a reasonable proportion of the total costs of mediation in each individual case. The reasonable proportion of those total costs will be determined on the basis of a suggestion made by the mediator, taking into account all the elements relevant to the case in question, including the relative merits of the claims of the parties to the dispute, the conduct of those parties and the size and financial power of those parties with respect to the other.

27.5 Notwithstanding the attempt to reach an agreement through mediation for the purpose of dispute settlement, the rights of the Parties to bring legal proceedings at any time (before, during or after the mediation procedure) are neither removed nor restricted.

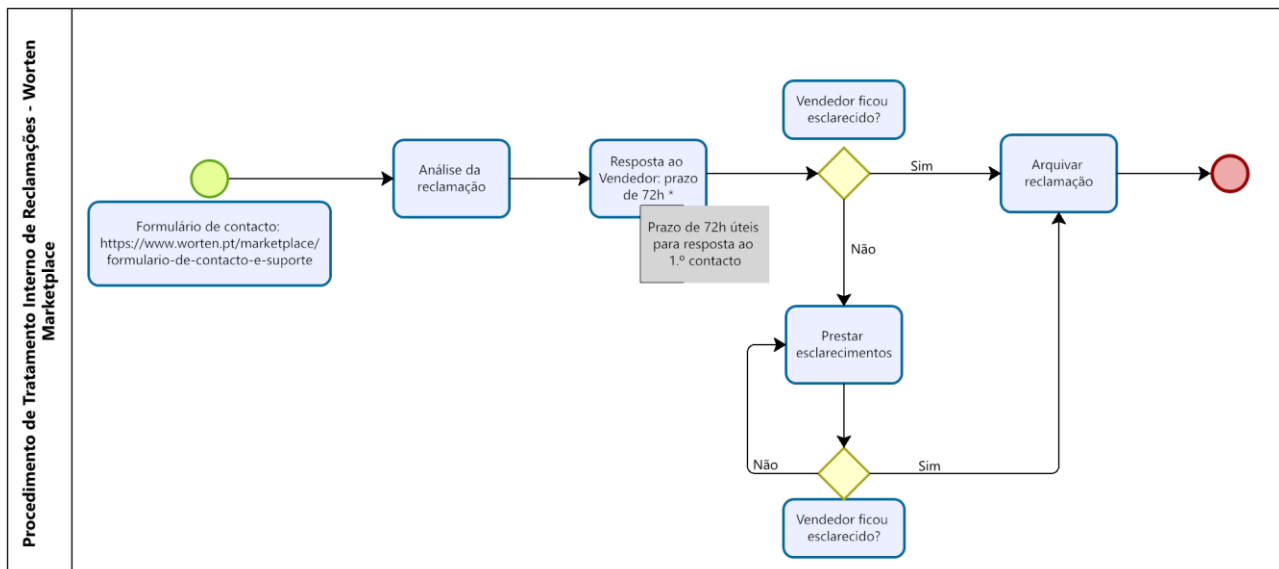
27.6 At the Seller's request, before or during mediation, Worten should provide it with information on the operation and effectiveness of mediation in connection with its activities.

27.7 For the *Worten Marketplace* website [www.worten.pt](http://www.worten.pt), in the absence of an agreement as referred to above, the parties agree that the Porto District Court, Portugal will be the venue to resolve disputes, with the express waiver of any other.

27.8 For the Worten Marketplace website at [www.worten.es](http://www.worten.es), in the absence of any agreement mentioned above, the parties agree that the Madrid Capital District Court, Spain will be the venue to resolve disputes, with the express waiver of any other.

## Annexes:

### Annex I - Complaints' Handling



### Annex II – Tax Obligations

#### A. Directive (EU) 2019/1995

According to the new VAT Directive (Directive (EU) 2019/1995<sup>14</sup>), the new rules on electronic commerce provide that if a taxable person facilitates, through an electronic interface such as a market, a platform, portal or similar means, (i) distance sales of goods imported from third countries in consignments with an intrinsic value not exceeding EUR 150 or (ii) transmissions of goods within the EU by a taxable person not established in the EU to a non-taxable customer, for the purposes of VAT collection, the taxable person who facilitates the supply shall be deemed to have purchased and supplied those goods in person.

In this respect, the new tax rules for invoicing, collecting and delivering VAT in Portugal and Spain in B2C sales, i.e. sales to consumers who are not registered in the EU for VAT purposes, are as follows:

- **In case of import, if the order has an intrinsic value of more than EUR 150 or products subject to excise duty**, the Seller shall issue the invoice to the Customer and shall be responsible for the supply of VAT to the Tax Authority, as well as for any duties, taxes and other fees due.
- **In case of import, if the order has an intrinsic value of EUR 150 or less**, the Seller shall issue the invoice to the Customer without VAT in accordance with articles 226 *et seq.* of Directive (EU) 2019/1995 and 14-A(1) of Directive 2006/112/EC; then Worten will invoice the Customer and deliver the VAT to the Tax Authority.

<sup>14</sup> Council Directive 2006/112/EC of 28 November 2006 on the common system of value added tax (VAT), as amended by Directive (EU) 2019/1995 and Directive 2017/2455

- The intrinsic value of EUR 150 considered to determine which entity is the taxable person does not include the respective VAT, nor the shipping costs, and is defined in Council Directive 2006/112/EC of 28 November 2006, relating to the common system of value added tax (VAT) with the amendments introduced by Directive (EU) 2019/1995 and Directive 2017/2455.
- **If the place of dispatch of the goods is within the European Union:**
  - **And the Seller has a stable establishment in the European Union**, irrespective of the amount, the Seller is responsible for issuing the invoice to the Customer and is also responsible for delivering the VAT to the Tax Authority, as well as for any duties, taxes and other fees due;
  - **And the Seller has no stable establishment in the European Union**, the Seller is responsible for issuing invoices to Worten, without VAT, in accordance with articles 226 *et seq.* of Directive (EU) 2019/1995 and 14-A(2) of Directive 2006/112/EC; then Worten will invoice the Customer and deliver the VAT to the Tax Authority.

The Seller must ensure that it makes shipments order by order, i.e. that it sends no more than one order in each shipment.

In cases of import where the order has an intrinsic value of EUR 150 or less, and in cases where, irrespective of the value of the order, the Seller has no stable establishment in the EU, but the order is dispatched within the EU: Worten will inform its IOSS to the Seller, which will then inform this IOSS number to carriers.

If the Seller reimburses the amount to the Customer for any reason, if Worten is the taxable person of that sale contract, the Seller shall make the relevant credit note available on the *Worten Marketplace* Platform, so that Worten may settle the credit and VAT recovery with the Tax Authority.

The invoice issued by the Seller must contain the transport and insurance prices separately from the order price.

In orders where Worten is the taxable person subject to VAT (i.e. in the case of import, where the order has a total value of EUR 150 or less, or where the place of dispatch of the goods is within the Union and the Seller has no stable establishment in the European Union): the Seller is required to deliver the following documents in PDF format to the Platform for each order:

- If the shipment originates in the EU – the B2B invoice between the Seller and Worten exempt from VAT;
- If the shipment is outside the Community – the import invoice issued to the final customer exempt from VAT;

If the Seller fails to deliver the valid documents under the applicable law and as indicated in these Terms & Conditions, Worten will not transfer the order amount until the tax situation has been settled.

The Seller is obliged to indicate to Worten, for each item it makes available on the *Worten Marketplace*, the shipping country, which is a required field. The Seller may change the shipping country for the order that has been placed up to the time it is dispatched; if the Seller changes the shipping country after the order is shipped, it will have to cancel it and the amount paid shall be refunded to the Customer.

Under no circumstances shall the Seller use Worten's IOSS on other marketplace platforms. This conduct, in addition to the penalties applicable, shall result in termination of the agreement, without prejudice to any criminal and fiscal liability which may arise therefrom.

Worten – Equipamentos Para o Lar, S.A. is the entity providing the online intermediation service on the [worten.pt](http://worten.pt) website and Worten España Distribucion SL is the entity providing the online intermediation service on the [worten.es](http://worten.es) website. Under the tax rules, each electronic platform will act on its own behalf and shall be regarded as the taxable person if the sale is effected through it.

In the context of the purchase and sale contract, the Seller's remains liable irrespective of which Party issues the invoice to the Customer.

## **B. Content of invoices**

In accordance with the relevant European legislation, invoices issued by the Seller must contain all the information specified in Article 226 A of Council Directive 2006/112/EC.

## **Annex III – Marketplace Services**

- (a) Access to and use of the *Worten Marketplace*, through making online technology tools and software available, through which Sellers are given the opportunity to digitise their portfolio, maintain direct relationships with their Customers, display their Products, reference and describe those Products, accept orders placed by Customers, charge the price of the Purchased Products and meet any contact needs between Sellers and Customers;
- (b) Providing space and supporting the creation of the digital selling space and supporting Sellers in placing their Products on the *Worten Marketplace* and supporting the respective Customers;
- (c) Technical assistance to the Seller for the management of their Account;
- (d) In addition, and if the Seller so requests and this is accepted by Worten, by means of separate agreement for this purpose or in addition to the Terms & Conditions, Worten also provides services to (i) collect/process payments for purchases made by the Customer; issue of invoices in the name and on behalf of the Seller; provision of after-sales and logistics services through Worten's partners who can transport and deliver the Selling Products to the Customers; (ii) support in managing Customer Complaints; (iii) media and advertising campaigns development service.

Exceptionally, within the *Worten Marketplace*, and at the request of the Customers, Worten can provide an additional service to assist in the procurement of Marketplace Products.

Worten does not provide ancillary services to Customers within the Marketplace, except for in-store servicing on the purchase of Products and the Click & Collect service regulated in **Annex XIII**.

Except for the delivery of its Products to the stores under the Click & Collect service, the Seller may under no circumstances use Worten's premises for the sale of its Products, nor offer ancillary services at the Worten Marketplace.

## **Annex IV - Fees and Payments**

### **A. Fees for Orders**

1. For each order of Products paid by a Customer, and after the same confirms receipt, Worten will charge the Seller, as set out in point C3 of this Annex, a fee corresponding to a percentage of the total amount paid by the

Customer, including shipping costs and any other costs/fees included in the total price paid by the Customer. This transaction is subject to VAT in accordance with the rules of the VAT Directive which are in force at the time the transaction takes place.

2. In the case of a Seller not resident in Portugal or Spain (for the *Worten Marketplace* available at <http://www.worten.pt> and [www.worten.es](http://www.worten.es) respectively), fees may be taxed through withholding at source:

(a) Where the fees received are subject to withholding tax in the Seller's country, the Seller is obliged to provide Worten with the statements or documents confirmed and certified by the competent public authorities of that country which withheld the tax and delivered it to the tax authorities;

(b) If there are agreements to Double Taxation Agreements (DTA) between Portugal or Spain and the country of the Seller, these should be activated by Worten in order to avoid taxation in the country of the Seller.

3. The fee to be applied differs according to the category of Product. The Seller may consult the applicable fee for each category on the *Worten Marketplace* Platform in the "Platform Settings" Menu, Option – "Fees".

## **B. Marketplace Monthly Subscription**

1. Worten will also, after 6 (six) months counted from the date the Seller becomes active, charge the Seller a monthly fee as indicated in the back office of the *Worten Marketplace* Platform ("monthly subscription"). This shall be subject to VAT, in accordance with the rules of the VAT Directive in force at the time the transaction takes place, corresponding to the provision of management services at the *Worten Marketplace*.

2. In the case of a seller not resident in Portugal or Spain, the subscription may be subject to withholding tax in the same manner as described in point A.2.

## **C. Payment to Sellers**

1. Worten will transfer to the Seller the total amount of the price of the orders placed and received; that is, after confirmation of receipt of the orders, minus Fees, monthly subscription, VAT and other charges which may be applicable and duly justified, in particular those contained in point D of this Annex.

2. "Orders received" means those in which:

a. The Customer confirms receipt of the purchased Product(s) in the personal area of the Worten website; or

b. 21 (twenty-one) days after acceptance of the order plus the Seller's lead time on the *Worten Marketplace* Platform, if the Customer's acknowledgement of receipt or any claim for failure to deliver does not take place.

3. The transfer will be made by Worten to the Seller in two monthly cycles, every 15 (fifteen) days, by bank transfer to the bank account with the details indicated by the Seller at the time of registration on the *Worten Marketplace*.

4. In the event of incidents or open disputes regarding an order, payment for that order will be blocked by Worten until it is resolved or until 45 (forty-five) days have elapsed since the incident occurred, whichever occurs first.

#### **D. Breaches that may be liable for debits**

Worten may charge the Seller, *inter alia*, the following:

- a. Sums corresponding to the refunds made by Worten to Customers due to litigation not resolved by the Seller, as laid down in clause 12.6 of these Terms & Conditions;
- b. Sums corresponding to the refunds made by Worten to Customers and the other costs borne due to the Seller not fulfilling the legal obligations arising from the right to free termination and the product's warranty, as laid down in clauses 14 and 16 respectively;
- c. The cost of storage for non-collection of the Product after Worten has sent notification to the Seller informing it that the Product is available for collection from the Worten Logistics Warehouse;
- d. The amounts corresponding to refunds due to claims relating to the sale of counterfeit products, as laid down in the Industrial Property Code;
- e. Amounts arising from customs obligations, under applicable legislation;
- f. The sum for the fee charged for the Product, if the Seller breaches the obligations involved in the *Click & Collect* service, as set out in Annex XIII

#### **Annex V - Food supplements or similar products**

Where the Seller markets food supplements or similar products on the *Worten Marketplace*, it must comply with all applicable national and Community legislation and regulations are in force at the time. In particular, but without limitation, the Seller must comply with all food safety rules and ensure compliance with the obligation to notify the Directorate-General for Food and Veterinary Matters (DGAV) of its placement on the market. The Seller must also ensure legal compliance with the labelling, presentation, disclosure and nutrition information of the products, the mandatory particulars of which shall be provided to Worten to make this information available to Customers on the *Worten Marketplace* website.

#### **Annex VI - Plants and/or plant products**

Where the Seller markets plants and/or plant products, in particular ornamental plants, on the *Worten Marketplace*, it must comply with all applicable national and Community legislation and regulations that are in force at the time. In particular, but without limitation, the Seller must comply with the obligation to provide the Plant Health Passport, registration with the Directorate-General for Food and Veterinary Matters (DGAV), consumer information, labelling, marketing requirements, transport obligations, production and marketing obligations relating to material for propagating ornamental plants.

#### **Annex VII – Feed or petfood**

Where the Seller markets feed or pet food on the *Worten Marketplace*, it must comply with all applicable national and Community legislation and regulations that are in force at the time. In particular, but without limitation, the Seller must comply with the obligations of traceability, procedures for withdrawing the product from the market, ensure adequate quality and safety, certify that these products do not have an adverse effect on the environment or animal welfare and comply with the legal provisions on presentation, packaging and labelling, as well as general or specific nutrition information, or about genetically modified or medicinal foods.



The Seller shall also provide Worten with the mandatory labelling elements to make this information available to the Customer on the *Worten Marketplace* website.

#### **Annex VIII - Digital Products and E-Books**

The sale of digital content on the *Worten Marketplace* is permitted. This includes, for example, vouchers for online courses, e-books, e-papers, etc., which will be governed by the provisions of this Annex and in any other manner not otherwise provided in the Terms & Conditions.

In case of sale of digital content, once the Seller confirms the Customer's order at the time of receipt of the payment, the Product is immediately made available to be downloaded by the Customer or the Product is immediately emailed to the Customer's email address provided for that purpose, as indicated by the Seller on the product page and/or the Online Account Terms & Conditions.

For the purposes of the transfer of the amounts paid by the Customer and the charge for the Customer, "orders received" means those in which the Product is downloaded to the Customer's computer or mobile device or where the Product is sent to Customer's email address.

Insofar as the Customer gives their prior express consent to the initiation of the supply of digital content and acknowledges that consent implies the loss of the right of free resolution, the exercise of the right of free resolution enshrined in the Legal Regime of Contracts Negotiated Away from Business Premises shall not apply to the acquisition of digital content not supplied in material form, in which case the return of the goods or the refund of any amount shall not be permitted. Worten ensures that this consent is collected on its website.

The sale of a book in digital format (e-book) is considered to be a supply of services by electronic means in accordance with Article 7 of Council Implementing Regulation (EU) 282/2011 of 15 March 2011 (VAT Implementing Regulation).

These services, when supplied to taxable persons, shall be taxed where they are established (cf. Article 44 of the VAT Directive and Article 6(6)(a) of the VAT Code).

In the case of electronically supplied services, these, when supplied to non-taxable persons, shall be taxed at the place where those persons reside, provided that the value of the transactions in that Member State exceeds EUR 10,000 (cf. Article 58(c) of the VAT Directive and Article 6(10)(h) of the VAT Code).

When selling an e-book or other digital service, the invoice to be sent by the Seller to the Customer resident of Portugal, which is not subject to VAT, shall comply with the invoicing rules laid down in the VAT Code, unless the Seller is registered in the Mini-One-Stop Shop (MOSS) or the One-Stop Shop (OSS).

#### **Annex IX - Cosmetics and Personal Hygiene Products**

Where the Seller markets Cosmetics and Personal Hygiene Products on the *Worten Marketplace*, it must comply with all applicable national and Community legislation and regulations in force at the time. In particular, but without limitation, the Seller is obliged to communicate when creating a catalogue:

- a. the name of the company and address of the person responsible for the products' introduction to the market (supplier or representative);

- b. the nominal content at the time of packaging, indicated by weight or by volume;
- c. special precautions for use;
- d. the function of the cosmetic product, unless this is clear from its appearance;
- e. the list of ingredients.

The Seller also undertakes to inform, on the label of each product, the date until which the cosmetic product, properly stored, continues to perform its primary function and the factory batch number or reference that allows the cosmetic product to be identified. It shall also communicate these data to Worten, whenever the latter requests, so that it may fulfil its obligations before the competent authorities.

The Seller undertakes not to sell Cosmetics and Personal Hygiene Products that contain components banned by the law in force and which may come to be approved in the future, in particular those determined by Regulation (EU) 2021/1902 of the Commission of 29 October 2021.

#### **Annex X - Low energy-efficient light bulbs**

If the Seller markets low energy-efficient light bulbs on the *Worten Marketplace*, it must comply with all applicable national and Community legislation and regulations which are applicable and in force at the time.

For the purposes of this Annex and in light of the legislation currently in force, low energy-efficient light bulbs are considered to be:

- a. Incandescent for general use, halogen-free, in any shape or type of finish (clear, matt and opaline), with E14, E27 and B22 base, with power between 15 W and 200 W and operating voltage between 220 V and 240 V, even if included in light fixtures;
- b. High-pressure mercury vapour lightbulbs without metal halides, generally used in urban and industrial lighting, with power between 50 W and 1000 W;
- c. tubular fluorescent lamps; and
- d. Halogen lamps.

Any Seller who introduces low energy-efficient light bulbs on the Portuguese market and has, or should have, Portuguese TINs, undertakes to comply in particular, but without limitation, with the following obligations:

1. Payment of the fee established on the payment form issued by the DGAE and due for the sale of this product, within 30 days of the notification date; and
2. Send to the DGEG, by filling in the relevant form, which can be found on the DGEG website, in January and July of each calendar year, information about the light bulbs sold to Portuguese customers or for self-consumption in the preceding six months, and highlight all Customers who purchased more than 12,500 light bulbs.

The Seller, as a wholesaler or retailer who sells the light bulbs referred to in this Annex on [worten.pt](http://worten.pt), undertakes to:

- a. Separately indicate the amount of the fee referred to above on the respective invoices;
- b. File invoices from its suppliers and make them available to DGEG whenever so requested;

c. If it sells more than 25,000 light bulbs per year in all its commercial establishments, send to the DGEG, by the end of the first quarter of each year, the number of light bulbs sold, providing a breakdown of the respective suppliers.

## Annex XI - Service Levels and Penalties

Indicator		Service Level Agreement (SLA)	Consequence of non-compliance	Account termination	Measurement period of each indicator
1	Maximum Average Order Acceptance Time	24 hours	Provisional Suspension of the Seller	After 3 suspensions	Last 30 days
2	Minimum rate of order shipment fulfilment	95%	Provisional Suspension of the Seller	After 3 suspensions	Last 30 days
3	Minimum Acceptance Rate of Orders (accepted orders/total orders) **	95%	Provisional Suspension of the Seller	After 3 suspensions	Last 30 days
4	Maximum Incident Rate (number of orders with incidents/total accepted orders)	5%	Provisional Suspension of the Seller	After 2 suspensions	Last 30 days
5	Minimum Seller Rating	3.5 stars	Provisional Suspension of the Seller	Not Applicable	Last 90 days
6	Maximum number of orders cancelled in a row by the Seller	3 orders	Provisional Suspension of the Seller	Not Applicable	N/A
7	Maximum Average Response Time (email or chat tool) to Worten's or Customers' Messages	48 hours	Provisional Suspension of the Seller	After 3 suspensions	Last 30 days
8	Misconduct	Immediate	Provisional Suspension of the Seller	After 2 suspensions	N/A
9	Counterfeit products and other types of fraud	Immediate	Provisional Suspension of the Seller	After 30 days without a reply or proof of the legitimacy of the Sale	N/A
10	Intellectual Property Complaints	5 days	Notice to withdraw products within 5 days or to send proof of legitimacy, and in the event of non-compliance suspension	After 2 suspensions	N/A
11	Inconsistencies in vendor offerings	Immediate	Provisional Suspension of the Seller	After 3 suspensions	N/A

12	Providing the correct <i>Tracking ID</i> on orders	100%	Provisional Suspension of the Seller	Not applicable	N/A
13	Fraudulent Entering of Seller Rating	Immediate	Provisional Suspension of the Seller	Not Applicable	N/A
14	Sending legally required documentation in each order	5 days	Provisional Suspension of the Seller	After 10 breaches	N/A
15	Failure to fulfil the Click & Collect obligations in the event of joining this service	Immediate	Application of a penalty equal to the value of the fee charged for the product in question	Not Applicable	N/A
16	Failure to comply with tax and invoicing obligations under the VAT Directive, including failure to deliver the required tax documents or not delivering in PDF format	Immediate	Provisional Suspension of the Seller and Suspension of transfer of the order costs to the Seller until such point as the breach is remedied	After six months without settlement or 10 suspensions	N/A
17	Using WRT's IOSS on other marketplace platforms	Immediate	Provisional Suspension of the Seller	After 3 suspensions	N/A
18	Non-compliance with statutory consumer rights and online sales law obligations	Immediate	Application of a penalty equal to the value of the fee charged for the product in question, without prejudice to refunding the Customer in the applicable cases	Not Applicable	N/A

**\*\*** For the purposes of calculating this indicator, we consider that all orders not accepted by the Seller within 24 hours are automatically rejected.

The service levels and respective penalties indicated in the table above may be calculated and applied per sales channel (PT or ES).

## **Annex XII – Processing of personal data by Worten as a subcontractor of the Seller**

In cases where Worten acts as a subcontractor, the processing of data shall be restricted to the following:

- (a) the purpose of the processing: providing Click & Collect services;
- (b) categories of personal data: identification and contact data;
- (c) categories of data subjects: customers;
- (d) processing activities: collection, recording, transmission, storage and erasure.

Worten undertakes to perform the following obligations when processing the data provided for in this Annex:

- (a) carry out only the processing activities identified in this clause in strict compliance with the Seller's documented instructions;
- (b) maintain the confidentiality of personal data and may process them only to the extent necessary for such intermediation;
- (c) adopt appropriate technical and organisational measures to ensure an adequate level of security in relation to the risks inherent to this processing of personal data, including the ability to ensure confidentiality, integrity, availability and resilience, and is forbidden from copying, reproduction, adaptation, alteration, erasure, destruction, transmission or disclosure, or in any event making available Personal Data to unauthorised third parties, unless expressly authorised to do so;
- (d) report to the Seller any breach of their personal data which occurs within the framework of the subcontracting without undue delay, accompanied where possible by an incident report that describes its nature, consequences and measures implemented or to be implemented with a view to resolving the occurrence and mitigating the consequences thereof;
- (e) the Seller accepts that Worten uses partners to develop and maintain software, and in this respect may have access to customers' personal data;
- (f) provide the Seller with the necessary assistance, as far as possible, through appropriate technical and organisational measures to enable it to fulfil the obligation to respond to data subjects' requests to exercise their rights;
- (g) make available to the Seller the information necessary to demonstrate compliance with the applicable legal obligations relating to the protection of personal data imposed on it as a subcontractor; and
- (h) return or delete any personal data which may have been made available to it in this regard following a request from the Seller.

### **Annex XIII - Click & Collect Service**

Worten does not intervene in delivery processes, except for Click & Collect where it operates only as a collection point, and does not assume any liability for the state or delivery deadline of the orders until they are received in the Stores.

Use of the Click & Collect service is only possible for small and medium-sized orders and is only available in mainland Portugal and Madeira.

As such, the maximum dimensions of the orders covered by the *Click & Collect* service are:

- Maximum weight: 30 kg;
- Maximum volume: 120 x 50 x 40cm (or exceeding criterion  $L+2W+2D \leq 300\text{cm}$ , where  $L \leq 120\text{ cm}$ );

If the Seller wishes to use this service, it must activate the same on the Platform.

In addition, in order to be able to use the Click & Collect service in the Worten stores for its Products, the Seller is obliged to:

- a) Always indicate the order number, attached to the identification of the recipient thereof;
- b) Define who is responsible for shipping costs to the selected Worten shop. This person may take this amount or charge them to the Customer. In the latter case, the Customer shall not be bound to pay any customs clearance fees, which shall always be borne by the Seller;

- c) Make delivery available in all Worten shops in each geographical area it wishes to serve. The list of Worten stores can be found here <https://www.worten.pt/lojas-worten>;
- d) Respect the type of Product, maximum size and maximum weight eligible for in-store delivery as indicated in the shipping table available on the *Worten Marketplace* platform;
- e) Use a hand delivery method;
- f) Respect delivery times, from 10 a.m. to 4 p.m. Monday to Friday;
- g) Send the *Worten Marketplace* generated delivery slip on the outside of the package;
- h) Not send unidentified orders.

A penalty equal to the fee charged for the product concerned shall be imposed on Sellers who fail to fulfil these obligations inherent to the Click & Collect service.