

TERMS OF SERVICE AGREEMENT | BACK MARKET

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Welcome to the website of BACK MARKET, Inc., a Delaware corporation with its principal place of business at BACK MARKET (hereinafter "BACK MARKET"). The website is operated by BACK MARKET at <http://www.BACKMARKET.com> (the "Website").

PLEASE READ THIS TERMS OF SERVICE AGREEMENT (THE "TERMS OF SERVICE" OR "AGREEMENT") CAREFULLY. BY ACCESSING OR USING THIS WEBSITE IN ANY WAY, INCLUDING USING THE SERVICES AND RESOURCES AVAILABLE OR ENABLED VIA THE WEBSITE (EACH, A "SERVICE" AND COLLECTIVELY, THE "SERVICES") BY BACK MARKET OR USERS OF THE WEBSITE ("USERS"), CLICKING ON THE "I ACCEPT" BUTTON, COMPLETING THE REGISTRATION PROCESS, AND/OR BROWSING THE WEBSITE, YOU REPRESENT THAT

(1) YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THIS TERMS OF SERVICE; (2) YOU ARE OF LEGAL AGE TO FORM A BINDING CONTRACT WITH BACK MARKET; AND (3) YOU HAVE THE AUTHORITY TO ENTER INTO THIS TERMS OF SERVICE PERSONALLY OR ON BEHALF OF THE COMPANY YOU HAVE NAMED AS THE SELLER, AND TO BIND THAT COMPANY TO THE TERMS OF SERVICE. THE TERM "YOU" REFERS TO THE INDIVIDUAL OR LEGAL ENTITY, AS APPLICABLE, IDENTIFIED AS THE USER WHEN YOU REGISTERED ON THE WEBSITE. **IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS OF SERVICE, YOU MAY NOT ACCESS OR USE THIS WEBSITE OR THE SERVICES.**

THE TERMS OF SERVICE INCLUDES (1) YOUR AGREEMENT THAT BACK MARKET HAS NO LIABILITY REGARDING THE SERVICES (SECTION 2); (2) YOUR AGREEMENT THAT THE SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTY (SECTION 8); (3) YOUR CONSENT TO RELEASE BACK MARKET FROM LIABILITY BASED ON CLAIMS BETWEEN USERS (SECTION 3.3) AND GENERALLY (SECTION 16.5); AND (4) YOUR AGREEMENT TO INDEMNIFY BACK MARKET FOR YOUR USE OR INABILITY TO USE THE SERVICES (SECTION 5.7).

THE TERMS OF SERVICE INCLUDES A CLASS ACTION WAIVER AND A WAIVER OF JURY TRIALS, AND REQUIRES BINDING ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES (SECTION 16.9).

THE TERMS OF SERVICE LIMITS THE REMEDIES THAT MAY BE AVAILABLE TO YOU IN THE EVENT OF A DISPUTE.

PLEASE NOTE THAT THE AGREEMENT IS SUBJECT TO CHANGE BY BACK MARKET IN ITS SOLE DISCRETION AT ANY TIME. When changes are made, BACK MARKET will make a new copy of the Terms of Service available at the Website, and any new Supplemental Terms will be made available from within, or through, the affected Service on the Website. We will also update the "Last Updated" date at the top of the Terms of Service. If we make any material changes, and you have registered with us to create an Account (as defined in Section 4.1 below), we will also send an email to you at the last email address you provided to us pursuant to the Agreement. Any changes to the Agreement will be effective immediately for new Users of the Website, the Services, and the Software (as these terms are defined below) (collectively, the "BACK MARKET Properties") and will be effective thirty (30) days after posting notice of such changes on the Website for Users, provided that any material changes shall be effective for Users who have an Account with us upon the earlier of thirty (30) days after posting notice of such changes on the Website or thirty (30) days after dispatch of an email notice of such changes to Members (defined in Section 1.5). BACK MARKET may require you to provide consent to the updated Agreement in a specified manner before use of the BACK MARKET Properties is permitted. If you do not agree to any change(s)

after receiving notice of such change(s), you shall stop using the BACK MARKET Properties. Otherwise, your continued use of the Website, the Services and/or the Software constitutes your acceptance of such change(s). **PLEASE REGULARLY CHECK THE WEBSITE TO VIEW THE THEN-CURRENT AGREEMENT.**

The document entitled 'Privacy Policy' is there to complete and/or clarify the Agreement, and is incorporated by reference in the present Agreement. You will have the opportunity to carefully read this contractual document before using the Services and we strongly urge you to do so as they are particularly intended to clarify the rules of use of our service.

1. DEFINITIONS

1.1 'Buyer': means a Member who has indicated his/her acceptance of an offer from a Seller on one of the Websites.

1.2 'Seller': means a Member who opens a virtual shop on the Website and puts Products up for sale through the Website.

1.3 'Content': means any information, data, text, software, music, sound, photographs, graphics, video, messages, tags, and/or other materials accessible through the BACK MARKET Properties.

1.4 'User Content': means any content provided by a Member on our Website, including content in the following non exhaustive list: any Product, data, information, text, listed object, description, comment, Seller or Product review, name, pseudonym, store name, photograph, picture, sound, video, logo or any other element provided by the Member on the Website, including during the Member's registration, in an ad or in an email, on a forum or on a Seller's shop.

1.5 'Member': means any person or company that registers on our Website.

1.6 'User': means any person or company using the Website.

1.7 'Virtual Wallet' designates: (a) for the Seller, the money reserve available on the account of a Seller who has made at least one sale on one of the Websites through the BACK MARKET secure bank card payment system, and has been credited with the sale amount. The Virtual Wallet can be used by the Seller to make storefront purchases or to buy products on the Website; (b) for the Buyer, when available, the money reserve available on the account of a Buyer who has made at least one purchase on one of the Websites through the BACK MARKET secure bank card payment system, and has been partially or completely refunded for his/her purchases by the Seller following a refund request. The Virtual Wallet can be used by the Buyer to buy Products on the Website.

1.8 'Product' means an electronic product which has been put up for sale on the Website by the Seller. The Product must be compliant with this Agreement and in particular, it must not be a Forbidden Product.

1.9 'Forbidden Product' means a product whose sale on the Website is forbidden, as more fully explained in Section 5.13 of this Agreement.

2. SERVICES

2.1 BACK MARKET provides a marketplace that allows Members to offer, sell and buy Products. As a marketplace, we do not own, possess or sell the Products listed on the Website, so the actual contract for sale is directly between the Seller and the Buyer. BACK MARKET does not act as a consignee.

2.2 While BACK MARKET may provide pricing and guidance in our Services, such information is solely informational. We are not a party to any transaction between Members. We do not have control over the quality, timing, legality, failure to provide, or any aspect whatsoever of any ratings provided by Members, Products sold by Sellers, or of the integrity, responsibility, or any actions of any Users. BACK MARKET makes no representations about the suitability, reliability, timeliness or accuracy in public, private or offline interactions. Although BACK MARKET may provide background checks, we cannot confirm that each Seller is who it claims to be. BACK MARKET does not assume any responsibility for the accuracy or reliability of this information or any information provided through the Services.

When interacting with other Users you should exercise caution and common sense to protect your personal safety and property, just as you would when interacting with other persons whom you don't know. NEITHER BACK MARKET NOR ITS AFFILIATES OR LICENSORS IS RESPONSIBLE FOR THE CONDUCT, WHETHER ONLINE OR OFFLINE, OF ANY USER OF THE SERVICES. BACK MARKET AND ITS AFFILIATES AND LICENSORS WILL NOT BE LIABLE FOR ANY CLAIM, INJURY OR DAMAGE ARISING IN CONNECTION WITH YOUR USE OF THE BACK MARKET PROPERTIES.

2.3 The BACK MARKET Properties and the information and content available on the BACK MARKET Properties are protected by copyright laws throughout the world. Subject to the Agreement, BACK MARKET grants you a limited license to reproduce portions of the BACK MARKET Properties for the sole purpose of using the Services to buy Products in accordance with the terms of this Agreement. Unless otherwise specified by BACK MARKET in a separate license, your right to use any BACK MARKET Properties is subject to this Agreement.

2.4 Use of the BACK MARKET Internet Platform and any other software and associated documentation that is made available via the Website or the Services ("Software") is governed by the terms of the license agreement that accompanies or is included with the Software, or by the license agreement expressly stated on the Website page(s) accompanying the Software. These license terms may be posted with the Software downloads or at the Website page where the Software can be accessed. Use of the Software is made available solely for purposes of providing the Services. You shall not use, download or install any Software that is accompanied by or includes a license agreement unless you agree to the terms of such license agreement. At no time will BACK MARKET provide you with any tangible copy of our Software. BACK MARKET shall deliver access to the Software via electronic transfer or download and shall not use or deliver any tangible media in connection with the (a) delivery, installation, updating or problem resolution of any Software (including any new releases); or (b) delivery, correction or updating of documentation. For the purposes of this section tangible media shall include, but not be limited to, any tape disk, compact disk, card, flash drive, or any other comparable physical medium. Unless the accompanying license agreement expressly allows otherwise, any copying or redistribution of the Software is prohibited, including any copying or redistribution of the Software to any other server or location, or redistribution or use on a service bureau basis. If there is any conflict between the Terms and the license agreement, the license agreement shall take precedence in relation to that Software (except as provided in the following sentence). If the Software is a pre-release version, then, notwithstanding anything to the contrary included within an accompanying license agreement, you are not permitted to use or otherwise rely on the Software for any commercial or production purposes. If no license agreement accompanies use of the Software, use of the Software will be governed by this Agreement. Subject to your compliance with this Agreement, BACK MARKET grants you a non-assignable, non-transferable, non-sub-licensable, revocable non-exclusive license to use the

Software for the sole purpose of enabling you to use the Services in the manner permitted by this Agreement. Some Software may be offered under an open source license that we will make available to you. There may be provisions in the open source license that expressly override some of these terms.

3. BACK MARKET ROLE AND RESPONSIBILITIES

3.1 BACK MARKET offers Members community tools allowing them to hold a dialogue with other Members and exchange information about their common interests.

3.2 BACK MARKET on one hand and each Member on the other are independent parties, with each acting on its own behalf and on its own account. Unless stipulated otherwise in this Agreement, the Agreement does not create any relationship of subordination, mandate, silent partnership, joint venture, or any employer/employee or franchisor/franchisee relationship between BACK MARKET and each Member.

3.3 BACK MARKET expressly disclaims any liability that may arise between Users of its Services. The Services are only a venue for connecting Members. Because BACK MARKET is not involved in the actual contract between Members or in the completion of the sale, in the event that you have a dispute with one or more other Members, you release BACK MARKET (and our officers, directors, agents, investors, subsidiaries, and employees) from any and all claims, demands, or damages (actual or consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such dispute.

3.4 Without prejudice to the foregoing, BACK MARKET reserves the right to participate in the promotion of the Products put online and commercialized by the Sellers, particularly through the setting up of partnerships with other websites and/or media publications and/or the sending of advertising emails complying with the applicable legal requirements. Such participation does not affect the defined role limited to intermediation between the Sellers and the Buyers, as BACK MARKET is only promoting the BACK MARKET Website and the Products sold there, but does not intervene in the relationship between Buyer and Seller concerning one or more specific Products, except to the limited extent set forth in this Agreement.

3.5 BACK MARKET does not control the information provided by the Members and made public on the Website. Information from the other Members may be offensive, prejudicial, inaccurate or deceptive. The identity and quality of a Member may be different from those displayed on the Website. BACK MARKET recommends that each User should exercise caution and apply common sense when using the Website and the Services.

4. REGISTRATION

4.1 To access the Services, Buyer must before access register and open an account on the Website. Registration is only authorized for legal entities and for natural persons over the age of 18 who have the capacity to accomplish legal acts. Registration of a legal entity can only be carried out by a person duly authorized to represent the entity, which must be named.

4.2 Any person who registers as a Buyer on our Website agrees to provide accurate, full and up-to-date information, and any other data (personal data in particular) that may be necessary for finalizing and maintaining registration on the Website, in particular a valid email address and all the additional information required to become a Buyer. Buyer also agrees to update his/her account and make any modifications to his/her information without delay. Buyer will be solely responsible for the

possible consequences of providing untruthful, invalid or erroneous information to BACK MARKET or to another Member.

4.3 To register, Buyer must choose a username (which, subject to Back Market's approval, may be a pseudo) and a password. Buyer agrees not to register a username that could infringe a third party's rights. In particular, Buyer will not use a username which infringes the copyrights, brands, company name or store name of a third party.

4.4 Registration of a Buyer on the Website allows him/her to create a unique account through which he/she can access the Services available through the Website.

4.5 The username and the password of the Buyer are strictly personal and the Buyer agrees to keep them confidential. Only the registered Buyer is authorized to use the Services with his/her username and password and Buyer agrees that he/she will not allow access with his/her username and password by any other person. The use of the Buyer's username, associated with his/her password, results in a presumption that the Buyer concerned is accessing and using the Services. In the event that Buyer becomes aware of access being made to his/her account by a third party, Buyer agrees to inform BACK MARKET without delay by an email sent to the address: hello@backmarket.com

4.6 Buyer agrees to create and use only one account. Any derogation from this rule will require an explicit request from Buyer and a specific and express authorization by BACK MARKET. The action of creating or using new accounts under one's own identity or the identity of a third party without having requested and obtained authorization from BACK MARKET may lead to immediate suspension of Buyer's accounts and of all the associated services.

5. USER CONTENT; ACCEPTABLE USE.

5.1 Buyer agrees to use the Website and provide User Content on the Website in a way that complies with this Agreement and current legal and/or regulatory provisions.

5.2 Buyer is solely responsible for his/her User Content. BACK MARKET only plays a passive technical intermediation role to put the User Content online and does not control the Content before it is put online. Buyer agrees not to provide any Content and more generally not to take any action or perform any activity: You acknowledge that BACK MARKET has no obligation to pre-screen Content (including, but not limited to, your User Content and other User Content), although BACK MARKET reserves the right in its sole discretion to pre-screen, refuse or remove any Content. By entering into this Agreement, you hereby provide your irrevocable consent to such monitoring. You acknowledge and agree that you have no expectation of privacy concerning the transmission of your User Content, including without limitation chat, text or voice communications. In the event that BACK MARKET pre-screens, refuses or removes any Content, you acknowledge that BACK MARKET will do so for its benefit, not yours. Without limiting the foregoing, BACK MARKET shall have the right to remove any Content that violates the Agreement or is otherwise objectionable.

5.3 While using or accessing the BACK MARKET Properties, you agree that you will not, under any circumstances provide any User Content, and more generally, you will not take any action or perform any activity on the BACK MARKET Properties:

- that infringes any copyrights, patents, brands, designs and models, manufacturing secrets, or infringes any right of disclosure or the privacy of third parties;
- that is defamatory, offensive, derogatory, false, misleading or libelous;

- that is discriminatory or encourages violence or racial, religious or ethnic hatred;
- that is obscene or pedophilic;
- that could be deemed to constitute misappropriation, swindle, or breach of trust, or to constitute any other criminal offense;
- that is intended to obtain the transfer of money without in return delivering a Product that is compliant with the present Terms of Service and is of the same value as the requested sum of money or fail to pay for Products purchased by you, except to the extent set forth herein;
- that could damage any IT system or surreptitiously intercept any data or personal information;
- that engages the responsibility of BACK MARKET or that has as a consequence loss of the benefit of all or part of the services of BACK MARKET's service providers, and particularly its Internet services providers, payment service providers and storage service providers;
- that could damage the reputation of BACK MARKET or constitute acts of unfair competition with regard to BACK MARKET, or to any other Member or third party;
- that breaches any applicable law or regulation and/or any contractual clause that is binding on the Member;
- that may undermine our feedback or ratings systems;
- upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation; or
- use the BACK MARKET Properties to collect, harvest, transmit, distribute, post or submit any information concerning any other person or entity, including without limitation, photographs of others without their permission, personal contact information or credit, debit, calling card or account numbers.

5.4 By communicating your User Content through the Website, you grant to BACK MARKET (but without resulting in any obligation for BACK MARKET) a license that is non-exclusive, non-transferrable, sublicensable, and free of charge, worldwide, and for the duration of your registration, to use, reproduce, represent, publish, make available, communicate, modify, adapt, and display on the Website and on all other media (especially on all physical or digital media, in all press releases, press or financial release or dossiers, presentation material, promotional and/or advertising material), by all means, all or part of your User Content.

5.5 By communicating your User Content through the Website, you also grant to any other User a license that is non-exclusive, personal, non-transferrable, nonsublicensable, worldwide, and for the duration of your registration, to reproduce and represent your User Content for private non-commercial purposes.

5.6 You agree to indemnify and hold BACK MARKET, its parents, subsidiaries, affiliates, officers, employees, agents, partners and licensors (collectively, the "BACK MARKET Parties") harmless from any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of: (a) your User Content; (b) your use of, or inability to use, the BACK MARKET Properties; (c) your violation of this Agreement; (d) your violation of any rights of another party, including any Users; or (e) your violation of any applicable laws, rules or regulations. BACK MARKET reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with BACK MARKET in asserting any available defenses. You agree that the provisions in this section will survive any termination of your account, this Agreement or your access to the BACK MARKET Properties.

5.7 If you become aware that Forbidden Products (as defined in the Section 5.12 of this Agreement) are put up for sale on the Website, you agree to inform BACK MARKET immediately by email at the following email address: support@backmarket.com.

5.8 The Services may not be used to solicit for any other business, website or services. You may not solicit, advertise for, or contact in any form Users for employment, contracting or any purpose not related to the Services facilitated through the BACK MARKET Properties. You may not use the Services to collect usernames and/or email addresses of Users by electronic or other means without the express prior written consent of BACK MARKET.

5.9 BACK MARKET may, but is not obligated to, monitor or review the BACK MARKET Properties and Content at any time. Without limiting the foregoing, BACK MARKET shall have the right, in its sole discretion, to remove any of your User Content for any reason (or no reason), including if such Content violates the Agreement or any applicable law. Although BACK MARKET does not generally monitor User activity occurring in connection with the BACK MARKET Properties or Content, if BACK MARKET becomes aware of any possible violation by you of any provision of this Agreement, BACK MARKET reserves the right to investigate such violations, and BACK MARKET may, at its sole discretion, immediately terminate your license to use the BACK MARKET Properties, or change, alter or remove your User Content, in whole or in part, without prior written notice to you.

5.10 You are solely responsible for your interactions with other Users of the BACK MARKET Properties and any other parties with whom you interact through the BACK MARKET Properties, provided, however, that BACK MARKET reserves the right, but has no obligation, to intercede in such disputes.

5.11 The BACK MARKET Properties may contain User Content provided by other Users. BACK MARKET is not responsible for and does not control User Content. BACK MARKET has no obligation to review or monitor, and does not approve, endorse or make any representations or warranties with respect to User Content. You use all User Content and interact with other Users at your own risk.

5.12 Each Member agrees not to list and offer for sale on the Website any Forbidden Products, and particularly Products that: contravene applicable laws and regulations, are contrary to accepted standards of good behavior, or are not authorized by virtue of contractual provisions, and particularly fraudulent Products (especially Products that constitute stolen or illegally imported goods), that infringe the rights of a third party, such as counterfeit Products as defined in the provisions of the Intellectual Property Code, Products sold in breach of selective or exclusive distribution networks, or Products that are stolen and/or non-compliant with the laws in force relating to health and safety that are applicable to certain products (for example toys, electronic equipment, cosmetics and personal hygiene products, childcare articles, textile articles, and articles made of leather or imitation leather)-live animals; medicines, drugs or articles that may incite the use of narcotics and/or; products which may constitute in themselves and/or through their presentation an infringement in the instance of the defamatory, discriminatory, pornographic, hateful, vulgar, obscene, harmful or otherwise objectionable nature of the product or its presentation.

6. BUYER OBLIGATIONS

6.1 Buyer can only create one account on the Website. Creating an account on a Website allows him/her to buy Products on the Website.

6.2 Buyer agrees to comply with all applicable laws and regulations relating to the purchase of Products.

6.3 After having chosen his/her Product(s), the Buyer must check the order details, the price, fill in if necessary, depending on the payment means chosen, the information allowing the payment of the Product and correct any possible errors before confirming the order to express acceptance.

6.4 From the moment the Buyer places a Product order through the Services on the Website, Buyer accepts that his/her surname and first name, as well as the delivery address, and phone number, if provided, may be communicated to the Seller.

6.5 Orders placed by Buyer are independent from one another. If one or more orders have not been accepted by the Seller(s) in question, Buyer's other orders are not invalidated and are binding on Buyer. Consequently, the fact that one or several Products ordered from one or several Sellers are unavailable does not constitute grounds for cancelling all the ordered Products, as Buyer is bound by the order of the other available Product(s).

6.6 As soon as he/she receives the ordered Products, Buyer will confirm delivery. In the absence of product delivery, Buyer will register a complaint. If, at the end of 21 days beginning from the date of shipping of the order, no confirmation or complaint has been received, the transaction is deemed to be completed. The transaction is also deemed to be completed from the moment Buyer confirms it.

7. SALE PROCESS

7.1 To buy a Product on the Website, you must either already be registered as a Member, or register as a Member at the time of purchase.

7.2 The payment means available on the Website are the following: payment through the payment system set up by BACK MARKET and its payment partners, in particular Adyen and Paypal. The sale is concluded between the Buyer and the Seller immediately on finalization by the Buyer of his/her order on the Website, provided, in the case of payment by bank card through the secure Credit card payment system set up by Adyen, that the Seller confirms within one business day the possibility of fulfilling the order. In this case, if the time span has elapsed without confirmation, the order may be cancelled by Back Market and the Buyer refunded its purchase price.

7.3 As soon as Buyer has finalized his/her order on the Website, an order confirmation will be sent to Buyer and the Seller. Buyer will then see, depending on his/her banking institution, the total amount of his/her order debited within a maximum of seven (7) days. Notwithstanding the foregoing, Buyer agrees that the time periods mentioned above may be delayed due to security checks performed by BACK MARKET payment partners.

7.4 The Products available on the Website can only be shipped to the 48 contiguous states of the United States. Buyer's contact details will be available to the Seller once the payment has been made. As soon as the Seller is ready to ship the order, he/she must inform BACK MARKET and Buyer accordingly, indicating to the latter the shipping date or the estimated time for delivery. If the order is shipped as a recorded delivery parcel, the Seller also agrees to indicate the tracking number on his/her account. The ordered Products are shipped and delivered at the expense and risk of the Seller.

7.5 When shipping the order, the Seller must confirm correct shipping by providing the parcel tracking number corresponding to the order to the Buyer.

7.6 The order can be tracked at any time on the Website by Buyer, through his/her account. Once the order has been delivered, Buyer can rate the transaction through the review system available on the Website.

7.7 The security of the transactions is ensured by Adyen (payment institution) or if applicable by Paypal, which means purchases can be made safely through secure connections (https). The Buyer's bank details are encrypted by means of the SSL protocol. BACK MARKET does not therefore store the Buyer's bank details at any time. In case of change or additional payment partners, BACK MARKET will obtain a commitment from such payment partners to comply with the above security standards.

8. COMPLAINTS, RIGHT TO WITHDRAW AND DISCLAIMER OF WARRANTY COMPLAINTS

8.1 Complaints by Buyer should be sent directly to the Seller through his/her account on the Website. The Buyer and the Seller will each be able to follow the procedure from their respective accounts and they will have access to an alert system in their order tracking. The transaction is deemed closed once Buyer confirms reception of the order through his/her account. Failing that, the transaction is deemed closed 21 days after the Seller has shipped the order, unless Buyer has sent a complaint.

8.2 The Buyer and the Seller will make every effort to achieve a satisfactory resolution of the complaint.

8.3 In case of a complaint linked to a non-compliant Product or to the exercise of the right of withdrawal, Buyer agrees to return the Product to the Seller. In particular, Buyer agrees to pack the Product appropriately and to take all the usual precautions for its transport as well as remove all personal data and passcodes.

8.4 A Buyer having paid for a Product by bank card via the Website's secure payment system will be able to receive a refund via the same means of payment, or if not possible, on his/her Virtual Wallet, provided that the credit of the Seller's Wallet is sufficient. In case of a refund on the Virtual Wallet, the Buyer will be able to use his/her Virtual Wallet to make other purchases on the Website or may at any time request that the amount on his/her Virtual Wallet be transferred to his/her bank account. In this case, he/she must make a bank transfer request and communicate to BACK MARKET his/her bank details.

8.5 8.5 YOU EXPRESSLY UNDERSTAND AND AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOUR USE OF THE BACK MARKET PROPERTIES IS AT YOUR SOLE RISK, AND THE BACK MARKET PROPERTIES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS. COMPANY PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES, REPRESENTATIONS, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

8.6 THE BACK MARKET PARTIES MAKE NO WARRANTY, REPRESENTATION OR CONDITION THAT: (1) THE BACK MARKET PROPERTIES WILL MEET YOUR REQUIREMENTS; (2) YOUR USE OF THE BACK MARKET PROPERTIES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (3) THE RESULTS THAT MAY BE

OBTAINED FROM THE USE OF THE BACK MARKET PROPERTIES WILL BE ACCURATE OR RELIABLE; OR (4) ANY ERRORS IN THE BACK MARKET PROPERTIES WILL BE CORRECTED.

8.7 ANY CONTENT DOWNLOADED FROM OR OTHERWISE ACCESSED THROUGH THE BACK MARKET PROPERTIES IS ACCESSED AT YOUR OWN RISK, AND YOU SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY OR PERSON, INCLUDING, BUT NOT LIMITED TO, YOUR COMPUTER SYSTEM AND ANY DEVICE YOU USE TO ACCESS THE BACK MARKET PROPERTIES, OR ANY OTHER LOSS THAT RESULTS FROM ACCESSING SUCH CONTENT.

8.8 THE SERVICES MAY BE SUBJECT TO DELAYS, CANCELLATIONS AND OTHER DISRUPTIONS. BACK MARKET MAKES NO WARRANTY, REPRESENTATION OR CONDITION WITH RESPECT TO SERVICES, INCLUDING BUT NOT LIMITED TO, THE QUALITY, EFFECTIVENESS, REPUTATION AND OTHER CHARACTERISTICS OF SERVICES.

8.9 NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM BACK MARKET OR THROUGH THE BACK MARKET PROPERTIES WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

8.10 FROM TIME TO TIME, BACK MARKET MAY OFFER NEW "BETA" FEATURES OR TOOLS WITH WHICH ITS USERS MAY EXPERIMENT. SUCH FEATURES OR TOOLS ARE OFFERED SOLELY FOR EXPERIMENTAL PURPOSES AND WITHOUT ANY WARRANTY OF ANY KIND, AND MAY BE MODIFIED OR DISCONTINUED AT BACK MARKET'S SOLE DISCRETION. THE PROVISIONS OF THIS SECTION APPLY WITH FULL FORCE TO SUCH FEATURES OR TOOLS.

8.11 YOU ACKNOWLEDGE AND AGREE THAT THE BACK MARKET PARTIES ARE NOT LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD THE BACK MARKET PARTIES LIABLE, FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OPERATORS OF EXTERNAL SITES, AND THAT THE RISK OF INJURY FROM SUCH THIRD PARTIES RESTS ENTIRELY WITH YOU.

8.12 BACK MARKET makes no warranty that the Products provided by Sellers will meet your requirements or be available on an uninterrupted, secure, or error-free basis. BACK MARKET makes no warranty regarding the quality of any such goods, or the accuracy, timeliness, truthfulness, completeness or reliability of any User Content obtained through the BACK MARKET Properties. We are not involved in the actual transaction between Buyers and Sellers. While we may help facilitate the resolution of disputes through various programs, we have no control over and do not guarantee the quality, safety or legality of items advertised, the truth or accuracy of Users' content or listings, the ability of Sellers to sell items, the ability of Buyers to pay for item, or that Buyer or Seller will actually complete a transaction or return all items.

8.13 BACK MARKET does not transfer legal ownership of items from the Seller to the Buyer.

N.Y. U.C.C. §2-401(2) and Uniform Commercial Code § 2-401(2) apply to the transfer of ownership between the Buyer and the Seller, unless the Buyer and the Seller agree otherwise. Further, we cannot guarantee continuous or secure access to the BACK MARKET Properties and operation of the BACK MARKET Properties may be interfered with by numerous factors outside of our control. Accordingly, to the extent legally permitted, we exclude all implied warranties, terms and conditions.

8.14 YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE BACK MARKET PROPERTIES. YOU UNDERSTAND THAT BACK MARKET DOES NOT MAKE ANY ATTEMPT TO VERIFY THE STATEMENTS OF USERS OF THE BACK MARKET PROPERTIES. BACK

MARKET MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF USERS OF THE BACK MARKET PROPERTIES. YOU AGREE TO TAKE REASONABLE PRECAUTIONS IN ALL COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE BACK MARKET PROPERTIES.

9. THIRD PARTY SERVICES.

The BACK MARKET Properties may contain links to third-party websites (“Third-Party Websites”). When you click on a link to a Third-Party Website, we will not warn you that you have left the BACK MARKET Properties and are subject to the terms and conditions (including privacy policies) of another website or destination. Such Third-Party Websites are not under the control of BACK MARKET. BACK MARKET is not responsible for any Third-Party Websites.

BACK MARKET provides these Third-Party Websites only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to

Third-Party Websites, or their products or services. You use all links in Third-Party Websites at your own risk. When you leave our Website, our Agreement and policies no longer govern. You should review applicable terms and policies, including privacy and data gathering practices, of any Third-Party Websites, and should make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third party.

10. OWNERSHIP

10.1 Except with respect to User Content, including your User Content, you agree that BACK MARKET and its suppliers own all rights, title and interest in the BACK MARKET Properties. You will not remove, alter or obscure any copyright, trademark service mark or other proprietary rights notices incorporated in or accompanying the BACK MARKET Properties.

10.2 Any person publishing a Website and wishing to create a direct hypertext link to any of the Websites must request in writing authorization from BACK MARKET. The BACK MARKET authorization will, under no circumstances, be granted definitively. The link must be deleted when this is requested by BACK MARKET

10.3 Hypertext links to the Website which use techniques such as framing or insertion by hypertext links (in-line linking) are strictly forbidden.

10.4 Except with respect to your User Content, you agree that you have no right or title in or to any Content that appears on the BACK MARKET Properties.

10.5 BACK MARKET does not claim ownership of your User Content. However, when you as a User post or publish User Content on or in the BACK MARKET Properties, you represent that you own and/or have a royalty-free, perpetual, irrevocable, worldwide nonexclusive right (including any moral rights) and license to use, license, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, derive revenue or other remuneration from, and communicate to the public, perform and display your User Content (in whole or in part) worldwide and/or to incorporate it in other works in any form, media or technology now known or later developed for the full term of any worldwide intellectual property right that may exist in your User Content.

10.6 You agree that the submission of any ideas, suggestions, documents, and/or proposals to BACK MARKET through its suggestion, feedback, wiki, forum or similar pages (“Feedback”) is at your own risk

and that BACK MARKET has no obligations (including without limitation obligations of confidentiality) with respect to such Feedback. You represent and warrant that you have all rights necessary to submit the Feedback. You hereby grant to BACK MARKET a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and fully sublicensable right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all Feedback, and to sublicense the foregoing rights, in connection with the operation and maintenance of the BACK MARKET Properties.

10.7 The Services host User generated Content that is related to reviews of certain Users. Such reviews are opinions and are not the opinion of BACK MARKET, have not been verified by BACK MARKET, and each User should undertake his or her own research to be satisfied concerning any specific User. You agree that BACK MARKET is not liable for any User generated Content

11. COMPLIANCE WITH THE LAW

11.1 Each Member agrees to comply with the laws, regulations and standards of all kinds that are in force relating to the use of the Services offered through the Website, the putting up for sale, the purchase, the soliciting of offers to sell and the sale of Products.

11.2 In the case of manifest fraud (fraudulent copy, receiving stolen goods, illegal importation, etc.) or on demand, BACK MARKET will forward all the necessary information, including nominative information, to the relevant services in charge of the repression of such fraud and infractions.

12. DURATION AND TERMINATION OF THE AGREEMENT

12.1 This Agreement will continue for an indefinite period of time and can be terminated at any time by you or by BACK MARKET, without particular reason, by notification which can be given by email or through the Services. Any termination will take effect at the end of the month following the one during which the notification was sent.

12.2 Without excluding other legal remedies, BACK MARKET reserves the right to issue a warning, to temporarily or permanently suspend Buyer's registration, to end Buyer's registration immediately and/or to stop providing its Services to Buyer in the following cases:

- in case of breach of the present Agreement, including the documents which are incorporated by reference;
- if BACK MARKET is unable to verify or authenticate the information provided, and Buyer does not respond to verification and/or authentication requests;
- if the actions of Buyer could engage the responsibility of BACK MARKET, that of Buyer, or that of any other Member.

12.3 In case of termination, Buyer's account will be deactivated. Buyer will have to request the transfer to his/her account of the remaining balance which might be present in his/her Virtual Wallet before the effective date of termination. In such case, Buyer agrees to provide to Back Market the documents required by the payment service provider for anti-money laundering purposes.

13. ACCOUNT REMOVAL

13.1 If Buyer wishes to remove his/her account, he/she must send his/her request to the address: support@backmarket.com

13.2 If the Virtual Wallet of a Buyer who wishes to remove his/her account has a positive balance, the Buyer must request the transfer of this amount to his/her bank account when he/she makes the account removal request.

13.3 BACK MARKET will remove the account of Buyer at Buyer's request, subject to the conditions that all orders have been honored; that claims, exercises of the right of withdrawal; and refunds have been processed; and that there are no other ongoing operations and/or warranties.

14. LIMITATION OF LIABILITY

14.1 Disclaimer of Certain Damages. YOU UNDERSTAND AND AGREE THAT IN NO EVENT SHALL BACK MARKET PARTIES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE BACK MARKET PROPERTIES, OR ANY DAMAGES RESULTING FROM LOSS OF USE, DATA, OR PROFITS, WHETHER OR NOT BACK MARKET HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH THE TERMS, OR FROM ANY COMMUNICATIONS, INTERACTIONS OR MEETINGS WITH OTHER USERS OF THE BACK MARKET PROPERTIES, ON ANY THEORY OF LIABILITY, RESULTING FROM: (1) THE USE OR INABILITY TO USE THE BACK MARKET PROPERTIES; (2) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED FOR TRANSACTIONS ENTERED INTO THROUGH THE BACK MARKET PROPERTIES; (3) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (4) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE BACK MARKET PROPERTIES; OR (5) ANY OTHER MATTER RELATED TO THE BACK MARKET PROPERTIES, WHETHER BASED ON WARRANTY, COPYRIGHT, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY.

14.2 Cap on Liability. UNDER NO CIRCUMSTANCES WILL BACK MARKET'S LIABILITY HEREUNDER EXCEED THE HIGHEST OF THE FOLLOWING AMOUNTS: (i) IN THE CASE OF A CLAIM BY A SELLER, THE TOTAL AMOUNT OF SALES FEES PAID BY THAT SELLER TO BACK MARKET IN THE 12 MONTH PERIOD PRECEDING THE DATE OF THE CLAIM; AND (ii) \$175.00.

14.3 Exclusion of Damages. CERTAIN JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

14.4 User Content. BACK MARKET PARTIES ASSUME NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MIS-DELIVERY OR FAILURE TO STORE ANY CONTENT (INCLUDING, BUT NOT LIMITED TO, YOUR CONTENT AND USER CONTENT), USER COMMUNICATIONS OR PERSONALIZATION SETTINGS.

14.5 Basis of the Bargain. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN COMPANY AND YOU.

15. PROCEDURE FOR MAKING CLAIMS OF INFRINGEMENT

It is BACK MARKET's policy to terminate membership privileges of any User who repeatedly infringes copyright upon prompt notification to BACK MARKET by the copyright owner or the copyright owner's legal agent. Without limiting the foregoing, if you believe that your work has been copied and posted on the BACK MARKET Properties in a way that constitutes copyright infringement, please provide our Copyright Agent with the following information: (1) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (2) a description of the copyrighted

work that you claim has been infringed; (3) a description of the location on the BACK MARKET Properties of the material that you claim is infringing; (4) your address, telephone number and e-mail address; (5) a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law; and (6) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. Contact information for BACK MARKET's Copyright Agent for notice of claims of copyright infringement is as follows: Copyright Department, BACK MARKET, 185 Alewife Brook Parkway, Suite #210 , Cambridge, MA 02138

16. GENERAL PROVISIONS

16.1 The relationship between BACK MARKET and its Members is solely that of independent contractors. Nothing in this Agreement creates any agency, joint venture, partnership or other form of joint enterprise, employment or fiduciary relationship between BACK MARKET and Buyer. Neither BACK MARKET on the one hand, and each Member on the other hand, has any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other party, or to bind the other party to any contract, agreement or undertaking with any third party.

16.2 BACK MARKET reserves the right at any time and at its sole discretion to suspend or interrupt access to the Website and/or operation of the Website, fully or partly, particularly for maintenance interventions, operational necessities, internal choices or in case of emergency. BACK MARKET also reserves the right at any time and at its sole discretion to remove or modify any Content, including but not limited to, for technical, commercial or practical reasons. It is agreed that such interventions shall not give rise to any compensation or damages claims for the benefit of a Member or a User of the Website.

16.3 Any notification addressed to BACK MARKET but intended for another Member will normally be sent by email to the address which was provided by the Member to BACK MARKET when the Member registered. The notifications are deemed to have been received by the Member 24 hours after the sending of the email, unless the sender is notified of the invalidity of the email address. The notifications may also be sent to the Member by registered letter with proof of delivery at the address provided on registration. The time span of 24 hours mentioned above is then extended to 3 days after the sending of the letter.

16.4 Electronic Communications. The communications between you and BACK MARKET use electronic means, whether you visit the BACK MARKET Properties or send BACK MARKET e-mails, or whether BACK MARKET posts notices on the BACK MARKET Properties or communicates with you via e-mail. For contractual purposes, you (1) consent to receive communications from BACK MARKET in an electronic form; and (2) agree that all terms and conditions, agreements, notices, disclosures, and other communications that BACK MARKET provides to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect your statutory rights. Including but not limited to your rights under the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. §7001 et seq.

16.5 Release. You hereby release BACK MARKET Parties and their successors from claims, demands, any and all losses, damages, rights, and actions of any kind, including personal injuries, death, and

property damage, that is either directly or indirectly related to or arises from your use of the BACK MARKET Properties, including but not limited to, any interactions with or conduct of other Users or third-party websites of any kind arising in connection with or as a result of the Terms or your use of the BACK MARKET Properties. If you are a California resident, you hereby waive California Civil Code Section 1542, which states, "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

16.6 Assignment. The Agreement, and your rights and obligations hereunder, may not be assigned, subcontracted, delegated or otherwise transferred by you without BACK MARKET's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void.

16.7 Force Majeure. BACK MARKET shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, war, terrorism, riots, embargos, acts of civil or military authorities, fire, floods, accidents, strikes or shortages of transportation facilities, fuel, energy, labor or materials.

16.8 Questions, Complaints, Claims. If you have any questions, complaints or claims with respect to the BACK MARKET Properties, please contact us at: support@backmarket.com. We will do our best to address your concerns. If you feel that your concerns have been addressed incompletely, we invite you to let us know for further investigation.

16.9 Dispute Resolution.

Applicability of Arbitration Agreement. All claims and disputes (excluding claims for injunctive or other equitable relief as set forth below) in connection with the Agreement or the use of any product or service provided by BACK MARKET that cannot be resolved informally or in small claims court shall be resolved by binding arbitration on an individual basis under the terms of this Arbitration Agreement. Unless otherwise agreed, all arbitration proceedings will be held in English. This Arbitration Agreement applies to you and BACK MARKET, and to any subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or goods provided under the Agreement.

Notice Requirement and Informal Dispute Resolution. Before either party may seek arbitration, the party must first send to the other party a written Notice of Dispute ("Notice") describing the nature and basis of the claim or dispute, and the requested relief. A Notice to BACK MARKET should be sent to: Legal Department, BACK MARKET, 185 Alewife Brook Parkway, Suite #210, Cambridge, MA 02138. After the Notice is received, you and BACK MARKET may attempt to resolve the claim or dispute informally. If you and BACK MARKET do not resolve the claim or dispute within thirty (30) days after the Notice is received, either party may begin an arbitration proceeding. The amount of any settlement offer made by any party may not be disclosed to the arbitrator until after the arbitrator has determined the amount of the award, if any, to which either party is entitled.

Arbitration Rules. Arbitration shall be initiated through the American Arbitration Association ("AAA"), an established alternative dispute resolution provider ("ADR Provider") that offers arbitration as set forth in this section. If AAA is not available to arbitrate, the parties shall agree to select an alternative ADR Provider. The rules of the ADR Provider shall govern all aspects of the arbitration, including but not limited to the method of initiating and/or demanding arbitration, except to the extent such rules are in conflict with the Agreement. The AAA Consumer Arbitration Rules governing the arbitration are

available online at www.adr.org or by calling the AAA at 1-800-778-7879. The arbitration shall be conducted by a single, neutral arbitrator. Any claims or disputes where the total amount of the award sought is less than Ten Thousand U.S. Dollars (US \$10,000.00) may be resolved through binding non-appearance-based arbitration, at the option of the party seeking relief. For claims or disputes where the total amount of the award sought is Ten Thousand U.S. Dollars (US \$10,000.00) or more, the right to a hearing will be determined by the Arbitration Rules. Any hearing will be held in a location within 100 miles of your residence, unless you reside outside of the United States, and unless the parties agree otherwise. If you reside outside of the U.S., the arbitrator shall give the parties reasonable notice of the date, time and place of any oral hearings. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. If the arbitrator grants you an award that is greater than the last settlement offer that BACK MARKET made to you prior to the initiation of arbitration, BACK MARKET will pay you the greater of the award or \$50,000 (USD). Each party shall bear its own costs (including attorney's fees) and disbursements arising out of the arbitration and shall pay an equal share of the fees and costs of the ADR Provider.

Additional Rules for Non-Appearance Based Arbitration. If non-appearance based arbitration is elected, the arbitration shall be conducted by telephone, online and/or based solely on written submissions; the specific manner shall be chosen by the party initiating the arbitration. The arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise agreed by the parties.

Time Limits. If you or BACK MARKET pursue arbitration, the arbitration action must be initiated and/or demanded within the statute of limitations (i.e., the legal deadline for filing a claim) and within any deadline imposed under the AAA Rules for the pertinent claim.

Authority of Arbitrator. If arbitration is initiated, the arbitrator will decide the rights and liabilities, if any, of you and BACK MARKET, and the dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages, and to grant any non-monetary remedy or relief available to an individual under applicable law, the AAA Rules, and the Agreement. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and BACK MARKET.

Waiver of Jury Trial. THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A

JURY, instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement. Arbitration procedures are typically more limited, more efficient and less costly than rules applicable in a court and are subject to very limited review by a court. In the event any litigation should arise between you and BACK MARKET in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, YOU AND BACK MARKET WAIVE ALL RIGHTS TO A JURY TRIAL, instead electing that the dispute be resolved by a judge.

Waiver of Class or Consolidated Actions. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER.

Confidentiality. All aspects of the arbitration proceeding, including but not limited to the award of the arbitrator and compliance therewith, shall be strictly confidential. The parties agree to maintain confidentiality unless otherwise required by law. This paragraph shall not prevent a party from submitting to a court of law any information necessary to enforce this Agreement, to enforce an arbitration award, or to seek injunctive or equitable relief.

Severability. If any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable by a court of competent jurisdiction, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Agreement shall continue in full force and effect.

Right to Waive. Any or all of the rights and limitations set forth in this Arbitration Agreement may be waived by the party against whom the claim is asserted. Such waiver shall not waive or affect any other portion of this Arbitration Agreement.

Survival of Agreement. This Arbitration Agreement will survive the termination of your relationship with BACK MARKET.

Small Claims Court. Notwithstanding the foregoing, either you or BACK MARKET may bring an individual action in small claims court.

Emergency Equitable Relief . Notwithstanding the foregoing, either party may seek emergency equitable relief before a state or federal court in order to maintain the status quo pending arbitration. A request for interim measures shall not be deemed a waiver of any other rights or obligations under this Arbitration Agreement.

Claims Not Subject to Arbitration. Notwithstanding the foregoing, claims of defamation, violation of the Computer Fraud and Abuse Act, and infringement or misappropriation of the other party's patent, copyright, trademark or trade secrets shall not be subject to this Arbitration Agreement. Courts. In any circumstances where the foregoing Arbitration Agreement permits the parties to litigate in court, the parties hereby agree to submit to the personal jurisdiction of the courts located within Kings County, NY, for such purpose.

16.10 Governing Law. The Agreement and any action related thereto will be governed and interpreted by and under the laws of the State of New York, consistent with the Federal Arbitration Act, without giving effect to any principles that provide for the application of the law of another jurisdiction.

16.11 Notice. Where BACK MARKET requires that you provide an e-mail address, you are responsible for providing BACK MARKET with your most current e-mail address. In the event that the last e-mail address you provided to BACK MARKET is not valid, or for any reason is not capable of delivering to you any notices required/ permitted by the Agreement, BACK MARKET's dispatch of the e-mail containing such notice will nonetheless constitute effective notice. You may give notice to BACK MARKET at the following address: support@backmarket.com. Such notice shall be deemed given when received by BACK MARKET by letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail at the above address.

16.12 Waiver. Any waiver or failure to enforce any provision of the Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

16.13 Severability. If any provision of the Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of the Agreement will remain enforceable, and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

16.14 Export Control. You may not use, export, import, or transfer the BACK MARKET Properties except as authorized by U.S. law, the laws of the jurisdiction in which you obtained the BACK MARKET Properties, and any other applicable laws. In particular, but without limitation, the BACK MARKET Properties may not be exported or re-exported (a) into any United States embargoed countries, or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Denied Person's List or Entity List. By using the BACK MARKET Properties, you represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. You also will not use the BACK MARKET Properties for any purpose prohibited by U.S. law, including the development, design, manufacture or production of missiles, nuclear, chemical or biological weapons. You acknowledge and agree that products, services or technology provided by BACK MARKET are subject to the export control laws and regulations of the United States. You shall comply with these laws and regulations and shall not, without prior U.S. government authorization, export, re-export, or transfer BACK MARKET products, services or technology, either directly or indirectly, to any country in violation of such laws and regulations.

16.15 Consumer Complaints. You may report complaints to the Division of Consumer Protection of the State of New York by contacting them in writing at N.Y. State Dept. of State, Division of Consumer Protection, Consumer Assistance Unit, 99 Washington Avenue, Albany, N.Y. 12231-0001, or by telephone at (800) 697-1220.

16.16 Entire Agreement. The Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matter.

To read the previous version please [click here](#).