

Terms of Use

Welcome to Sellify. Use our service to your advantages, but please follow our house rules.

1. Accepting these Terms

This document and the other documents that we reference to make up our house rules, or what we officially call our Terms of Use (the “Terms” for short). The Terms are a legally binding contract between you and Sellify (actually with Volanti B.V. ; but we’ll just refer to Sellify). This contract sets out your rights and responsibilities when you use the services provided by Sellify (we’ll refer to our website, widgets, mobile apps and other services as our “Services”), so please read it carefully. By using any of our Services (even just browsing our website), you’re agreeing to the Terms. If you don’t agree with the Terms, you may not use our Services. You with us? Great, read on!

2. Your Privacy

We know your personal information is important to you, so it’s important to us. Our [Privacy Policy](#) details how your information is used when you use our Services.

3. Your Account with Sellify

You’ll need to create an account with Sellify to use some of our Services. Here are a few rules about accounts with Sellify:

A. You must be 18 or older to use our Services. Otherwise, you may only use our Services under the supervision of a parent or legal guardian.

B. Be honest with us. Provide accurate information about yourself. It’s not OK to use false information or impersonate another person or company through your account.

C. Choose a nice username. A username that is offensive, vulgar, or infringes someone’s intellectual property rights violates the Terms.

D. You are responsible for your account. You’re solely responsible for any activity on your account. If you’re sharing an account with other people, then

the person whose billing information is on the account will ultimately be responsible for all activity. If you're registering as a business entity, you personally guarantee that you have the authority to agree to the Terms on behalf of the business. Also, your accounts are not transferable.

E. Protect your password. As we mentioned above, you're solely responsible for any activity on your account, so it's important to keep your account password secure.

F. Let's be clear about our relationship. These Terms don't create any agency, partnership, joint venture, employment or franchisee relationship between you and Sellify.

4. Your Content

Content that you post using our Services is your content (so let's refer to it as "Your Content"). We don't make any claim to it. That includes anything you post using our Services (like usernames, shop names, profile pictures, listing photos, listing descriptions, reviews, comments, videos, etc.).

A. Responsibility for Your Content. You understand that you are solely responsible for Your Content. You represent that you have all necessary rights to Your Content and that you're not infringing or violating any third party's rights by posting it.

B. Permission to Use Your Content. By posting Your Content through our Services, you grant Sellify a license to use it. We don't claim any ownership to Your Content, but we have your permission to use it to help Sellify function and grow. That way, we won't infringe any rights you have in Your Content and we can help promote your stuff.

C. Rights You Grant Sellify. (Here's the legalese version of the last section). By posting Your Content, you grant Sellify a non-exclusive, worldwide, royalty-free, irrevocable, sub-licensable, perpetual license to use, display, edit, modify, reproduce, distribute, store, and prepare derivative works of Your Content to provide the Services and to promote Sellify, your brand, or the Services in general, in any formats and through any channels, including across any Sellify Services or third-party website or advertising medium.

That sounds like a lot, but it's necessary for us to keep Sellify going. Consider these examples: if you upload a photo of a listing on your Sellify account, first, we have permission to display it to buyers, and second, we can resize it so it looks good to a buyer using our mobile app; if you post a description in English, we can translate it into an other language so a buyer in for example Paris can learn the story behind your item; and if you post a beautiful photo of your latest handmade necklace, we can feature it on our homepage, in one of our blogs or even on a billboard to help promote your business and Sellify

D. Reporting Unauthorised Content. Sellify has great respect for intellectual property rights, and is committed to following appropriate legal procedures to remove infringing content from the Services. If Your Content infringes another person's intellectual property, we will remove it if we receive proper notice. We'll notify you if that happens.

E. Inappropriate, False or Misleading Content. This should be common sense, but there are certain types of content we don't want posted on Sellify's Services (for legal reasons or otherwise). You agree that you will not post any content that is abusive, threatening, defamatory, obscene, vulgar or otherwise offensive or in violation of our Terms. You also agree not to post any content that is false and misleading or uses the Services in a manner that is fraudulent or deceptive.

5. Your Use of Our Services

License to Use Our Services. We grant you a limited, non-exclusive, non-transferable and revocable license to use our Services—subject to the Terms and the following restrictions in particular:

A. Don't Use Our Services to Break the Law. You agree that you will not violate any laws in connection with your use of the Services. This includes any local, state, federal and international laws that may apply to you. For example, it's your responsibility to obtain any permits or licenses that your shop requires; you may not sell anything that violates any laws; and don't commit fraud, theft or any other crimes against Sellify, another Sellify user or a third party.

B. Pay Your Bills. You are responsible for paying all fees that you owe to Sellify. You are also solely responsible for collecting and/or paying any applicable taxes for any purchases or sales you make through our Services.

C. Don't Steal Our Stuff. You agree not to "crawl," "scrape," or "spider" any page of the Services or to reverse engineer or attempt to obtain the source code of the Services.

D. Don't Try to Harm Our Systems. You agree not to interfere with or try to disrupt our Services, for example by distributing a virus or other harmful computer code.

E. Follow Our Trademark Policy. The name "Sellify" and the other Sellify marks, phrases, logos and designs that we use in connection with our Services, are trademarks. If you'd like to use our trademarks, please contact us at info@sellify.com.

F. Share Your Ideas. We love your suggestions and ideas! They can help us improve your experience and our Services. Any unsolicited ideas or other materials you submit to Sellify (not including Your Content or items you sell through our Services) are considered non-confidential and non-proprietary to you. You grant us a non-exclusive, worldwide, royalty-free, irrevocable, sub-licensable, perpetual license to use and publish those ideas and materials for any purpose, without compensation to you.

6. Sellify supporters

Sellify rewards the supporters of your product as well as the buyer of your products that are bought because of their support on their social-media or other channels. Supporters get rewarded when one of your friends, followers or likes, will buy the product with a unique link you shared. It will only entitle the supporter or buyer to a cash reward when both parties (supporter and buyer) have a valid sellify account and the buyer buys the product within 30 days after he has been redirected to the shop of the product.

6.1 Deposits (cashbacks and rewards)

Sellify will instruct our payments partners to initiate a deposit of the supporters Available Balance into the supporters bank account every first Monday of the month after a delay of 30 days after the purchase of the product is executed. ("Payment Date"). The actual timing of the deposit may depend on how quickly a supporters bank processes the request. In some cases, deposits to supporters' bank accounts could be temporarily delayed by an issue at Sellify, at Sellify's third-party service providers, or at a supporters bank. We'll do our best to communicate with the affected supporter as soon as we can. If we believe that a supporters actions may result in a dispute, chargebacks, or other claims, then we may, in our sole discretion, put (1) a hold, (2) a deposit delay, or (3) a reserve on the supporters Account balance.

6.2 Escheatment.

If funds cannot be deposited into a supporters bank account, the funds will be made available in the supporters Account balance. It is the supporters sole responsibility to update his or her bank account information to receive the funds. If a supporter fails to update the information to claim the funds within a certain period of time, Sellify will escheat the funds to the relevant government authority in order to comply with escheatment laws.

7. Termination

Termination By You.

We hate to see you go, but you may terminate your account with Sellify at any time from your account settings. Terminating your account will not affect the availability of some of Your Content that you posted through the Services prior to termination. Oh, and you'll still have to pay any outstanding bills.

Termination By Sellify.

We may terminate or suspend your account (and any related accounts) and your access to the Services or parts of our service (such as payments) at any time, for any reason, and without advance notice. If we do so, it's important to understand that you don't have a contractual or legal right to continue to use our Services, for example, to sell or buy on our website or mobile apps. Sellify may refuse service to anyone, at any time, for any reason.

If you or Sellify terminate your account, you may lose any information associated with your account, including Your Content.

We May Discontinue the Services.

Sellify reserves the right to change, suspend or discontinue any of the Services at any time, for any reason. We will not be liable to you for the effect that any changes to the Services may have on you, including your income or your ability to generate revenue through the Services.

Survival.

The Terms will remain in effect even after your access to the Service is terminated, or your use of the Service ends.

8. Warranties and Limitation of Liability**Items You Purchase.**

You understand that Sellify does not manufacture, store or inspect any of the items sold through our Services. We provide the venue; the items in our marketplace are produced and sold directly by independent sellers, so Sellify can't and does not make any warranties about their quality, safety or even their legality. Any legal claim related to an item you purchase must be brought directly against the seller of the item. You release Sellify from any claims related to items sold through our Services, including for defective items, misrepresentations by sellers or items that caused physical injury (like product liability claims).

Content You Access.

You may come across materials that you find offensive or inappropriate while using our Services. We make no representations concerning any content posted by users through the Services. Sellify is not responsible for the accuracy, copyright compliance, legality or decency of content posted by users that you accessed through the Services. You release us from all liability relating to that content.

People You Interact With.

You can use the Services to interact with other individuals, either online or in person. However, you understand that we do not screen users of our Services, and you release us from all liability relating to your interactions with other users. Please be careful and exercise caution and good judgment in all interactions with others, especially if you are meeting someone in person.

Third-Party Services.

Our Services may contain links to third-party websites or services that we don't own or control (for example, links to Facebook, Twitter and Pinterest). You may also need to use a third party's product or service in order to use some of our Services (like a compatible mobile device to use our mobile apps). When you access these third-party services, you do so at your own risk. The third parties may require you to accept their own terms of use. Sellify is not a party to those agreements; they are solely between you and the third party.

Warranties.

Sellify is dedicated to making our Services the best they can be, but we're not perfect and sometimes things can go wrong. You understand that our Services are provided "as is" and without any kind of warranty (express or implied). We are expressly disclaiming any warranties of title, non-infringement, merchantability and fitness for a particular purpose, as well as any warranties implied by a course of performance, course of dealing or usage of trade.

We do not guarantee that: (i) the Services will be secure or available at any particular time or location; (ii) any defects or errors will be corrected; (iii) the Services will be free of viruses or other harmful materials; or (iv) the results of using the Services will meet your expectations. You use the Services solely at your own risk. Some jurisdictions do not allow limitations on implied warranties, so the above limitations may not apply to you.

Liability Limits.

To the fullest extent permitted by law, neither Sellify, nor our employees or directors shall be liable to you for any lost profits or revenues, or for any consequential, incidental, indirect, special or punitive damages arising out of or in connection with the Services or these Terms. In no event shall Sellify's aggregate liability for any damages exceed the greater of one hundred (€100) euro's or the amount you paid Sellify in the past twelve months. Some jurisdictions do not allow limitations on incidental or consequential damages, so the above limitations may not apply to you.

9. Indemnification (or What Happens If You Get Us Sued)

We hope this never happens, but if Sellify gets sued because of something that you did, you agree to defend and indemnify us. That means you'll defend Sellify (including any of our employees) and hold us harmless from any legal claim or demand (including reasonable attorney's fees) that arises from your actions, your use (or misuse) of our Services, your breach of the Terms or your account's infringement of someone else's rights. We reserve the right to handle our legal defense however we see fit, even if you are indemnifying us, in which case you agree to cooperate with us so we can execute our strategy.

10. Disputes with Other Users

If you find yourself in a dispute with another user of Sellify's Services or a third party, we encourage you to contact the other party and try to resolve the dispute amicably. Sellify will attempt to help you resolve disputes in good faith and based solely on our interpretation of our policies, in our sole discretion; we will not make judgments regarding legal issues or claims. Sellify has no obligation to resolve any disputes. You release Sellify from any claims, demands and damages arising out of disputes with other users or parties.

11. Disputes with Sellify

If you're upset with us, let us know, and hopefully we can resolve your issue. But if we can't, then these rules will govern any legal dispute involving our Services:

A. **Governing Law.** The Terms are governed by the laws of The Netherlands. These laws will apply no matter where in the world you live.

B. **Arbitration.** You and Sellify agree that any dispute or claim arising from or relating to the Terms shall be finally settled by arbitration, using the English language, administered by the Netherlands. Any arbitration under the Terms will take place on an individual basis: class arbitrations and class actions are not permitted. *You understand that by agreeing to the Terms, you and Sellify are each waiving the right to trial by jury or to participate in a class action.* Notwithstanding the foregoing, each party shall have the right to bring an action in a court of proper jurisdiction for injunctive or other equitable or conservatory relief, pending a final decision by the arbitrator.

C. Forum.

Forum. We're based in Amsterdam, The Netherlands, so any legal action against Sellify related to our Services must be filed and take place in The Netherlands.

12. Changes to the Terms

We may update these Terms from time to time. If we believe that the changes are material, we'll definitely let you know by doing one (or more) of the following: (1) posting the changes through the Services or (2) sending you an email or message about the changes. That way you can decide whether you want to continue using the Services. Changes will be effective upon the posting of the changes. You are responsible for reviewing and becoming familiar with any changes. Your use of the Services following the changes constitutes your acceptance of the updated Terms.

13. Some Finer Legal Points

The Terms, including all of the policies that make up the Terms, supersede any other agreement between you and Sellify regarding the Services. If any part of the Terms is found to be unenforceable, that part will be limited to the minimum extent necessary so that the Terms will otherwise remain in full force and effect. Our failure to enforce any part of the Terms is not a waiver of our right to later enforce that or any other part of the Terms. We may assign any of our rights and obligations under the Terms.

14. Contact Information

If you have any questions about the Terms, please email us at: info@sellify.com.