

## **ReFunk Upcycling Ltd. Terms of Service and Privacy Policy**

ReFunk Upcycling Ltd. is an online marketplace designed to facilitate the purchase of upcycled furniture and furniture upcycling commissions. We are committed to providing a positive experience for Upcyclers and Consumers in each transaction.

### ***1. Terms of Service Introduction***

Thank you for visiting and using ReFunk. This is an agreement between you (“you” or “your”) and ReFunk Upcycling Ltd. (2B Fownes St Lower, Temple Bar, Dublin 2, D02 A995.), referred herein as "ReFunk" "we" or "us", that governs your use of the [www.refunkupcycling.com](http://www.refunkupcycling.com) website, and any related tools and services (collectively, the “Services”). When you access or use the Services in any way or express your consent to these terms in any other respect, you agree to be legally bound by these Terms and Conditions (“Terms”). Please make sure you review these Terms carefully, as they contain important information about your rights and obligations, including arbitration of legal disputes.

#### **Key Definitions**

“User” means a person who visits our website, completes the ReFunk account registration process, or uses the platform in any other respect, and includes but is not limited to Upcyclers and Consumers.

“Upcycler” means a User who posts an Item to be sold or claims an upcycling Commission.

“Consumer” means a User who purchases an Item or who creates a Commission.

“Item” means a product listed for sale by the upcycler or purchased by Buyer.

“Commission” means a furniture upcycling job that is listed by a Consumer.

“Content” means text, graphics, images, music, software, audio, video, information or other materials.

### ***2. Marketplace Sales & Jobs Portal Services***

As a condition to your use of the ReFunk platform, you agree to abide by the following procedures and guidelines when engaging in the sale or purchase of any Item. We may change these procedures and guidelines in the future, and such changes will be effective immediately upon posting without notice to you. ReFunk reserves the right to change the sales proceeds percentage specified. It is important to note that ReFunk’s involvement is limited to that of a platform provider facilitating the transactions between Upcyclers and Consumers, and as such, ReFunk is not, and shall not be deemed to be, the agent of either party for any purpose.

### ***3. Limitation of Liability***

ReFunk has no control over and is not responsible for any products or services that may be advertised or for the content, privacy or security of any third-party websites or applications linked to from the Services. ReFunk cannot and does not make any warranties about their quality, safety, authenticity, or their legality. Any legal claim related to a product or service you purchase must be brought directly against the seller or upcycler. You release ReFunk from any claims related to products or services sold, including for defective items, misrepresentations by sellers, or items that caused physical injury (like product liability claims). We make no guarantees, nor can we be responsible for any such information, content, products or

services, including their currency, safety, quality, copyright compliance or legality, or any resulting loss or damage. ReFunk is also not responsible for User conduct on the site, the condition of Items posted for sale on the Services or the accuracy or completeness of related Postings, failures or interruptions in the Internet, networks or systems, acts or omissions of third parties and other factors beyond its reasonable control.

#### ***4. Disintermediation***

As a condition to your use of the ReFunk platform, you agree to maintain transactions within the platform. Both Upcyclers and Consumers may not offer direct payments for items on the platform using payment systems outside of the ReFunk platform.

#### ***5. Delivery***

ReFunk does not guarantee shipping, tracking, quality, and condition of items or their delivery and shall not be responsible or liable for any damages or other problems resulting from shipping.

#### ***6. Payment***

All payments on the ReFunk platform are handled through Stripe. Please see the Stripe Checkout User Terms of Service — Ireland for more information: <https://stripe.com/ie/legal/checkout>

#### ***7. Privacy Policy***

At ReFunk, accessible from <http://www.refunkupcycling.com>, one of our main priorities is the privacy of our visitors. This Privacy Policy document contains types of information that is collected and recorded by ReFunk and how we use it.

If you have additional questions or require more information about our Privacy Policy, do not hesitate to contact us.

This Privacy Policy applies only to our online activities and is valid for visitors to our website with regards to the information that they shared and/or collected in ReFunk. This policy is not applicable to any information collected offline or via channels other than this website. Our Privacy Policy was created with the help of the Free Privacy Policy Generator.

#### **Consent**

By using our website, you hereby consent to our Privacy Policy and agree to its terms.

#### **Information we collect**

The personal information that you are asked to provide, and the reasons why you are asked to provide it, will be made clear to you at the point we ask you to provide your personal information.

If you contact us directly, we may receive additional information about you such as your name, email address, phone number, the contents of the message and/or attachments you may send us, and any other information you may choose to provide.

When you register for an Account, we may ask for your contact information, including items such as name, company name, address, email address, and telephone number.

### How we use your information

We use the information we collect in various ways, including to:

- Provide, operate, and maintain our website
- Improve, personalise, and expand our website
- Understand and analyse how you use our website
- Develop new products, services, features, and functionality
- Communicate with you, either directly or through one of our partners, including for customer service, to provide you with updates and other information relating to the website, and for marketing and promotional purposes
- Send you emails
- Find and prevent fraud
- Log Files

ReFunk follows a standard procedure of using log files. These files log visitors when they visit websites. All hosting companies do this as part of hosting services' analytics. The information collected by log files include internet protocol (IP) addresses, browser type, Internet Service Provider (ISP), date and time stamp, referring/exit pages, and possibly the number of clicks. These are not linked to any information that is personally identifiable. The purpose of the information is for analysing trends, administering the site, tracking users' movement on the website, and gathering demographic information.

### Cookies and Web Beacons

Like any other website, ReFunk uses 'cookies'. These cookies are used to store information including visitors' preferences, and the pages on the website that the visitor accessed or visited. The information is used to optimise the users' experience by customising our web page content based on visitors' browser type and/or other information.

For more general information on cookies, please read the Cookies article on Generate Privacy Policy website.

### Google DoubleClick DART Cookie

Google is one of the third-party vendors on our site. It also uses cookies, known as DART cookies, to serve ads to our site visitors based upon their visit to www.website.com and other sites on the internet. However, visitors may choose to decline the use of DART cookies by visiting the Google ad and content network Privacy Policy at the following URL – <https://policies.google.com/technologies/ads>

### Our Advertising Partners

Some of the advertisers on our site may use cookies and web beacons. Our advertising partners are listed below. Each of our advertising partners has their own Privacy Policy for their policies on user data. For easier access, we hyperlinked to their Privacy Policies below.

Google: <https://policies.google.com/technologies/ads>

### Advertising Partners Privacy Policies

You may consult this list to find the Privacy Policy for each of the advertising partners of ReFunk.

Third-party ad servers or ad networks uses technologies like cookies, JavaScript, or Web Beacons that are used in their respective advertisements and links that appear on ReFunk, which are sent directly to users' browser. They automatically receive your IP address when this occurs. These technologies are used to measure the effectiveness of their advertising campaigns and/or to personalise the advertising content that you see on websites that you visit.

Note that ReFunk has no access to or control over these cookies that are used by third-party advertisers.

### Third Party Privacy Policies

ReFunk's Privacy Policy does not apply to other advertisers or websites. Thus, we are advising you to consult the respective Privacy Policies of these third-party ad servers for more detailed information. It may include their practices and instructions about how to opt-out of certain options.

You can choose to disable cookies through your individual browser options. To know more detailed information about cookie management with specific web browsers, it can be found at the browsers' respective websites.

### CCPA Privacy Rights (Do Not Sell My Personal Information)

Under the CCPA, among other rights, California consumers have the right to:

Request that a business that collects a consumer's personal data disclose the categories and specific pieces of personal data that a business has collected about consumers.

Request that a business delete any personal data about the consumer that a business has collected.

Request that a business that sells a consumer's personal data, not sell the consumer's personal data.

If you make a request, we have one month to respond to you. If you would like to exercise any of these rights, please contact us.

### GDPR Data Protection Rights

We would like to make sure you are fully aware of all of your data protection rights. Every user is entitled to the following:

The right to access – You have the right to request copies of your personal data. We may charge you a small fee for this service.

The right to rectification – You have the right to request that we correct any information you believe is inaccurate. You also have the right to request that we complete the information you believe is incomplete.

The right to erasure – You have the right to request that we erase your personal data, under certain conditions.

The right to restrict processing – You have the right to request that we restrict the processing of your personal data, under certain conditions.

The right to object to processing – You have the right to object to our processing of your personal data, under certain conditions.

The right to data portability – You have the right to request that we transfer the data that we have collected to another organisation, or directly to you, under certain conditions.

If you make a request, we have one month to respond to you. If you would like to exercise any of these rights, please contact us.

#### Children's Information

Another part of our priority is adding protection for children while using the internet. We encourage parents and guardians to observe, participate in, and/or monitor and guide their online activity.

ReFunk does not knowingly collect any Personal Identifiable Information from children under the age of 13. If you think that your child provided this kind of information on our website, we strongly encourage you to contact us immediately and we will do our best efforts to promptly remove such information from our records.