

We have tried to make the terms of use on Poppmart.com and Popplist.com simple to understand and as useful and fair as possible. We want terms that you understand and can comply with. If you have any thoughts on how we can improve our terms then please do contact us by raising a support ticket.

## **Definitions and Notification of Changes**

By using the Poppmart.com and Popplist.com website [“Popp”] and all sub-domains, which are a service of Winged films LLC., you are agreeing to be bound by the following terms and conditions [the Terms of Use” or “The Agreement”].

Poppmart.com and Popplist.com may change these terms at any time by posting changes online. Please review these terms regularly to ensure you are aware of any changes made by Poppmart.com and Popplist.com. Your continued use of Poppmart.com and Popplist.com after changes are posted means you agree to be legally bound by these terms as updated and/or amended.

## **General Terms**

1. You must be 18 years of age or older or you will not be able to enter into a legally binding contract to buy or sell via Poppmart.com and Popplist.com

1.2. If you register membership as a business [as a sole trader or partnership] on Poppmart.com and Popplist.com you must guarantee that you personally have the authority of the business to agree to the terms of use.

1.3. These terms shall be governed by and interpreted in accordance with the U.S law.

## **Behaviour**

2. You must not use Poppmart.com and Popplist.com for any illegal or unauthorized purpose and you agree to comply with all 'local' laws regarding online conduct and acceptable content such as libel law and must comply with all local jurisdiction.
3. You must not breach any laws, sell any counterfeit items or otherwise infringe the copyright, trade mark or other rights of third parties.
4. You must not threaten, intimidate, harass or otherwise abuse any other Folksy user.
5. You are responsible for maintaining that the content you submit is your own and is not owned by others.
6. You are solely responsible for your behavior and conduct on Poppmart.com and Popplist.com including use of all content and data including images [graphics and photos], audio and video clips, links and text [such as conversations] that you post to the Poppmart.com and Popplist.com websites.
7. You must not modify or adapt or 'hack' Poppmart.com and Popplist.com or seek to create another website or communication to users that implies it is associated to Poppmart.com and Popplist.com
8. You must not produce unwanted communications [spam] to other users of Poppmart.com and Popplist.com.
9. You are responsible for keeping your password secure.
10. You must not transmit or seek to transmit any viruses or worms or any code that seeks to alter the behaviour of the Poppmart.com and Popplist.com sites or that is in any way destructive.

## **Liability**

11. Under no circumstances will Poppmart.com and Popplist.com. (Winghead Films LLC) be liable for any of the following losses or damage (whether such losses were foreseen, foreseeable, known or otherwise): (a) loss of data; (b) loss of revenue or anticipated profits; (c) loss of business; (d) loss of opportunity; (e) loss of goodwill or injury to reputation; (f) losses suffered by third parties; or (g) any indirect, consequential, special or exemplary damages arising from the use of Poppmart.com and Popplist.com regardless of the form of action.

12. Popplist.com does not vet or inquire about the authenticity of any event posted on Popplist.com. Vetting an event is solely the responsibility of the vendor who applies. Popplist.com or (Winghead Films Inc.) does not take responsibility for any event that turns out to be fake or a scam. It is the sole responsibility of the applicant to the event to do their own research and vetting regarding the legitimacy of an event or those involved in the event.

## **Content and Copyright**

13. You ["the user"] in using Poppmart.com and Popplist.com allow Poppmart.com and Popplist.com the right to re-use, edit, modify, re-purpose and re-publish the content. "You" retain rights over copyright of all such content yet provide a license for Poppmart.com and Popplist.com to use this content both on and offline in perpetuity (see also point 27.).

14. You must not post, list or upload false, inaccurate, misleading or defamatory content (including personal information).

15. You must not copy, modify, or distribute Poppmart.com and Popplist.com copyrighted works or trade marks, or other content from the Site, without our express consent.

16. Poppmart.com and Popplist.com may change or remove content ("content" includes, for example, items, item descriptions, and other information on the site) and accounts containing content that Poppmart.com and Popplist.com determines to be unlawful, offensive, threatening, libelous, defamatory, obscene or otherwise objectionable or

violates any party's intellectual property, the Terms of Use, the Privacy Policy or other policy documents and community guidelines as posted on Poppmart.com and Popplist.com.

17. By submitting your content you grant Poppmart.com and Popplist.com a perpetual, royalty-free, non-exclusive, right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, make available to the public, and exercise all copyright and publicity rights with respect to your contribution worldwide and/or to incorporate your contribution in other works in any media now known or later developed for the full term of any rights that may exist in your contribution, and in accordance with privacy restrictions set out in the Poppmart.com and Popplist.com Privacy Policy. This will enable us to reproduce your work for the purposes of marketing the service and your work [for example: 'adverts'; blog posts; printed and web related marketing material; books etc.].

18. Your content must be your own original work which you have the right to make available and is not defamatory, does not infringe any law and indemnify Poppmart.com and Popplist.com against all legal fees, damages and other expenses that may be incurred by Poppmart.com and Popplist.com as a result of your breach of the above warranty.

## **Sales and Returns**

19. All transactions on Poppmart.com and Popplist.com are solely the responsibility of the seller and buyer. Poppmart.com and Popplist.com can not be held responsible for and lost, damaged, unreceived items. Each store on Poppmart.com and Popplist.com is an independent business and sets their own returns policy. All sales are final unless stated by the seller. If you are not satisfied with the order, or for lost items, please contact the seller directly. We recommend paying through Pay Pal.

20. You must pay for items purchased by you, unless the seller has made a clear typographical error or you cannot authenticate the seller's identity.

21. You and you alone are liable for paying the seller if you commit to buy an item.

22. Once paid the seller alone is responsible for delivering the merchandise.

23. Sellers alone are responsible for and tax obligations.

## **Data and Privacy**

24. You must not collect information about users, including email addresses, without their express consent.

25. You must not hold multiple accounts in order to sell the same goods as this constitutes 'spam' and unfair manipulation of the Poppmart.com and Popplist.com platforms.

26. You must not solicit for new business on Poppmart.com and Popplist.com or send unsolicited communications except to ask or inform others about Poppmart.com and Popplist.com's business (items, postage etc.). Any such action will result in your account being deleted and possible action taken with your company or ISP (internet service provider).

## **Changes to the Service**

27. Poppmart.com and Popplist.com retains the right to terminate or change the service for any reason at any time without notice.

28. Poppmart.com and Popplist.com retain the right to modify the Terms of Use at any time.

29. Poppmart.com and Popplist.com retains the right to refuse service to anyone at any time and to terminate accounts if in breach of the Terms of Use.

### **Marketing and Linking**

30. You shall not link out from Poppmart.com and Popplist.com to your own shop or other selling platform. Poppmart.com and Popplist.com is to be primarily used as a platform for selling and not as a lead generator / marketing platform for your own site or other services and platforms.

If you break the above terms then your account will be suspended and possibly terminated. Poppmart.com and Popplist.com seek to promote legal activity and well behaved conduct on its site however, you understand and agree in using the site that Poppmart.com and Popplist.com is a 'place' and is not responsible for the content posted on the site and that you may be exposed to content and behavior that contravenes the above Terms and as such you use the Poppmart.com and Popplist.com service at your own risk.