

Terms of use of Trendsales

****Please note: below Terms of use of Trendsales take action May 3rd, 2025****

In our terms of use, you can read about your rights in connection with the creation of a user profile, private transactions and the use of Trendsales' trading system. We consider it a legal agreement between Trendsales and you as a user, which you must accept when creating a user profile on our platform. We therefore kindly request that you read the terms. If you have questions regarding the terms of use or your rights, you are welcome to write to Trendsales Support at support@trendsales.dk or contact us via the Help Center in the App under your profile when logged in.

The terms of use consist of four parts:

1. The first part concerns the terms for creating a user profile
2. The second part concerns the terms of private transactions and your rights as a seller and buyer in private transactions.
3. The third part concerns the terms of use of using the trading system and your rights as a seller and buyer in this context.
4. The fourth part concerns the general use of Trendsales, including rules about listings, and what is necessary to ensure good conduct and that you as a marketplace user get the best experience.

1. Terms of use regarding user account

1.1. General terms

* You can only create one Trendsales user profile. The user profile is strictly personal, and may not be lent to or shared with others.

* Trendsales is primarily a platform for private sellers and buyers. Trendsales does not allow commercial sellers that sell new goods or large quantities of goods that are bought with the purpose of reselling. Trendsales does exceptionally allow commercial sellers and permission is granted on a case-to-case basis. To sell commercially on Trendsales, preceding permission from Trendsales is required. Please contact Trendsales Support (support@trendsales.dk) to discuss your commercial intentions and the possibility of a permission to sell commercially on Trendsales. Violation of these rules can result in expulsion from the platform.

* Trendsales reserves the right to suspend or terminate a user's profile, if it is or appears to be in violation of the terms of use of Trendsales or applicable legislation in your country of residence. We also reserve the right to cancel or close a user's profile, and to suspend or cancel notes and transactions associated with such profiles, if incorrect registration information has been provided or in case of other abuse of Trendsales' services or if Trendsales considers the user to be undesirable. Individuals, whose profile has been canceled or closed, are banned from re-entering Trendsales' services without prior consent. Such attempts will result in the expulsion of the profile in question without notice.

* If you know or suspect that others have access to your user profile, regardless of how they have accessed your profile, you are under obligation to report this to Trendsales. In such cases, Trendsales reserves the right to block the user profile in question.

* You are required to be 13 years or older and have a Danish MitID to use Trendsales.

1.2. Newsletter and advertising

If you have accepted to receive weekly marketing material from Trendsales, you receive emails, notifications and push-messages with;

* regular news and updates from Trendsales, such as information and offers in regards to the Trendsales platform as well as similar products and services offered by Trendsales,

* information and offers about new and improved features, advertising possibilities, contests or campaigns about advertising and/or listings at Trendsales,

* information and invites to events organized by Trendsales.

You can unsubscribe to the email at any time where the unsubscribe link is found at the bottom of the email, and you will be able to change your settings of notifications and push-messages on your phone and/or tablet.

We will not disclose your personal information to third parties for their marketing purposes without your explicit consent.

1.3. Liability and general terms of intellectual property rights

You acknowledge that all copyrights, trademarks and other intellectual property rights to and regarding Trendsales' services are owned by Trendsales ApS. You may not make use of these intellectual property rights or Trendsales' services except to the extent necessary to perform transactions in the manner provided for in this agreement.

1.4. Failure to access Trendsales

Trendsales cannot guarantee that it is possible to access our services at all times, as the servers may be unavailable. This may include either a planned temporary shutdown or a technical breakdown, and Trendsales cannot be held responsible for the lack of access that users may experience.

1.5. Consequential damages

Trendsales may not be liable to you or any third party for any indirect damages or consequential damages, for loss of data, profits, income or business, how it might have been caused (whether due to negligence or breach of this agreement or otherwise) even though such loss or damage could have been foreseen by Trendsales or if Trendsales had been made aware of the possibility of potential damage.

1.6. Force majeure

Trendsales is not responsible for non-compliance with our obligations under this agreement due to factors beyond the control of Trendsales.

1.7. The effect of rules for the use of Trendsales

When signing up for Trendsales' services, you agree to Trendsales' Terms of Use

1.7.1. Changes to rules for the use of Trendsales

Trendsales reserves the right to change the rules for the use of Trendsales at any time and to put new versions of Trendsales' services into effect without user consent. Therefore, it is important regularly to keep up to date on the changes. Changes to your disadvantage, however, will always be notified no later than 2 months before the changes take effect. You may at any time withdraw your consent to the rules for the use of Trendsales and / or close your user profile if you do not accept the changes.

1.7.2. Duration of rules for the use of Trendsales

Rules apply until they are replaced by new ones. This version of rules for the use of Trendsales' services supersedes the former and enters into force on May 3rd, 2025 .

2. Terms of private transactions

* Private transactions are transactions taking place between you and other users on Trendsales, in which you can sell and buy items to and from other users by agreeing to a transaction. In such transactions, Trendsales is not a contractual party, and Trendsales thus exclusively acts as an online marketplace.

* For all private transactions, legislation in your country of residence applies.

* For transactions made through Trendsales' trading system, see section 3.

2.1. Summary of transaction rules:

* Transactions between private users of Trendsales are private transactions, which means that items are purchased 'as is' without right of withdrawal, except transactions made through Trendsales' trading system.

* Only private users are allowed on Trendsales unless a special agreement has been entered explicitly and in writing with Trendsales.

Trendsales may at any time suspend or shut down a user profile if it is assessed to be in violation of the terms of use of Trendsales, the rules for the use of Trendsales, applicable legislation in your country of residence or otherwise good conduct.

* Trendsales is a marketplace platform exclusively making listings (postings) available to users and is therefore not a party in transactions between users, except transactions made through Trendsales' trading system.

* Bids submitted on listings are legally binding. You are thus required to purchase and pay for an item if the seller has accepted your bid, as well as if the seller makes an offer which is accepted by the buyer.

* As a seller, you are responsible for all regulatory reporting to the relevant tax authorities.

* In cases of missing shipping, the seller must always have documentation that the item has been shipped in the form of a certificate of mailing or a Track & Trace number. If no such shipping documentation exists, the buyer can demand to get his money back. If the seller is able to document that the item has been shipped, the risk of lost items is transferred to the buyer.

2.2. When is one considered a commercial seller

Trendsales is a marketplace where private citizens can trade secondhand goods. However, commercial trading is allowed with preceeding permission from Trendsales. In the assessment of whether a privately registered profile should instead be regarded as a commercial profile, the following factors are considered, based on the stipulations in the Danish Sales of Goods Act:

- * The owner of the profile is registered in the Central Business Register (in Danish: CVR-registeret). This applies regardless of whether the seller has stated to have a CVR-registration directly on the profile or not.
- * The owner of the profile has a website where the same goods are sold as on Trendsales
- * The owner has clearly ordered or purchased new goods with the purpose of reselling them. In relation to this, any prior history or knowledge of systematically organized sales of goods on Trendsales or similar platforms will be considered.
- * The user has multiple trades on his/her profile with the same types of goods or similar types of goods.
- * The owner of the profile produces goods himself/herself with the purpose of selling them.

2.2.1. Requirements for commercial sellers

If you are regarded as a commercial seller due to the rightful application of one or several of the factors mentioned in section 2.2., you are required to trade via Trendsales' payment system and you are not allowed to reference or advertise external platforms, even though you might own them.

2.3. Managing disputes between buyer and seller

If disputes occur in connection with a transaction outside of Trendsales' trading system, users may contact us by reporting the event through Trendsales, preferably through the conversation or via support@trendsales.dk. We advise users in accordance with applicable legislation in their country of residence. We may issue warnings and / or shut down the user profile, if our rules for the use of Trendsales are not complied with.

2.4. Terms and conditions of the seller

2.4.1. Terms and conditions of the seller

The contractual terms and conditions in their entirety, which are applicable between buyer and seller in connection with a transaction, are those specified by the seller, either in writing or otherwise. The obligation to notify the buyer of these terms and conditions is borne by the seller and not Trendsales.

2.4.2. Accuracy of listing description

You must accurately describe the items which you sell via Trendsales' services, and you are responsible for any errors or omissions in your descriptions, if the item is received by the buyer in a state other than what was promised. Trademarks or other indications of origin or make, size, measure, etc., that you include in your item description, must be completely accurate and

not misleading to other users. Remember that in case of defects, missing parts or wear and / or if you have bought the item second-hand, this must be mentioned in the description. If a trade is reported to our support team regarding misleading or incomplete descriptions, either in text or pictures, our support team will advise and act in accordance with applicable legislation in their country of residence.

2.4.3. Seller's ownership rights

As a seller of any item on Trendsales, you must be able to prove that you have the full ownership right of the items and that you are entitled to transfer this property to the buyer.

2.4.4. Your responsibility as a seller

As a seller, you are responsible for ensuring that neither the sale of the item itself, the item description on the listings or anywhere else, nor any activity or communication you make in connection with private transactions:

- * Violates intellectual property rights or other rights of a natural or legal person.
- * Violates applicable legislation in your country of residence, whether it is criminal, actionable etc.
- * Is false, unreliable, misleading, offensive or abusive.
- * Is of a pornographic nature.
- * Appears on Trendsales' list of illegal items, see section 4.3.
- * As a private seller, you must always have shipping documentation in the form of a certificate of mailing or a Track and Trace number in cases of non-receipt. If you do not have documentation and thus cannot prove that your item has been shipped, the buyer can demand to get his money back.

2.4.5. Sellers's responsibility in connection with bidding and selling

- * As a seller, if you accept a bid, this is legally binding on you and the buyer. This means that the buyer is only entitled to cancel a transaction if the item does not match the description or the pictures on the listing. Conversely, this also means that, as a seller, you cannot sell the item to another user unless specifically agreed with the buyer in advance.
- * If you do not accept a bid within seven days after it has been submitted, the potential buyer is entitled to cancel his bid, if you only accept it after this period.
- * If you bid on an item, the bid is valid for seven days. If the bid is accepted by the buyer within this period, you must sell the item to this person. If the bid is accepted by the buyer after this period, you decide whether you wish to proceed with this person or not.
- * If the buyer opts out of a transaction, we recommend that you report the buyer to the Trendsales Support function in the conversation.
- * When picking up, the seller must ensure that the buyer has the opportunity to inspect the item before the transaction can be completed.
- * When shipping an item, the item must be shipped no later than the hand-in deadline stated on the individual trade.
- * Keep in mind that it is your responsibility to have shipping documentation in the form of a certificate of mailing or a Track and Trace number in cases of non-receipt. A receipt for the

shipping cost is not sufficient. If no such shipping documentation exists, the buyer can demand to get his money back.

- * Before shipping the item, it is the seller's responsibility to ensure that the items are properly packaged. Check the rules of the postal service or other distributor in order to properly pack items.

- * If disputes occur in connection with a transaction outside of Trendsales' trading system, it is possible to report a user through the conversation from the App or by sending an email to support@trendsales.dk. We advise both parties in accordance with applicable legislation in their country of residence. We may issue warnings and shut down the user profile on Trendsales, if our rules for the use of Trendsales are not complied with.

- * If the transaction is made through Trendsales' trading system, additional conditions are set out in section 3.

2.4.6. Regulatory reporting to the tax authorities

It is always your responsibility to report your taxable income from Trendsales to the local tax authorities. In addition, as a platform operator, Trendsales is obliged to report income for users with more than 30 sales and/or sales with a value of more than EUR 2.000 as a part of the DAC7 EU directive. Trendsales cannot be held liable in relation to the tax issues of a user.

2.5. Terms and conditions of the buyer

2.5.1. Bids

As a buyer, please be aware that all bids submitted to a seller's item or elsewhere are legally binding. Therefore, it is not allowed to make bids 'for fun'. If such bidding takes place repeatedly, this may result in exclusion.

2.5.2. Illegal transactions

Buyers may not look to buy items listed on Trendsales' list of illegal items, such as counterfeit goods, animals, food and beverages. If this nevertheless takes place, the buyer and seller protection does not apply to trades with illegal items.

2.5.3. Your responsibility as a buyer

As a buyer, you are responsible for ensuring that all activity or communication you make in connection with private transactions:

- * Does not violate intellectual property rights or other rights of a natural or legal person.

- * Does not violate applicable legislation, whether it is criminal, actionable etc.

- * Is not false, unreliable, misleading, offensive or abusive.

- * Is not of a pornographic nature.

- * At the same time, when a package has been handed over to the shipping company, the liability is transferred to you as a buyer, if the seller can prove, in the form of a certificate of mailing or Track and Trace number, that the item has in fact been shipped. Agree among each other to insure all shipments.

2.5.4. Buyer's responsibility in connection with bidding and purchasing

- * If you submit a bid and the bid is accepted by the seller within seven days, the bid is legally binding. After this, you are obligated to purchase the item.
- * If you receive and accept an offer from seller, the transaction is legally binding. If the bid is accepted seven days after it has been sent to you, it is up to the seller to decide if he wishes to proceed with the transaction or not.
- * If the product does not match the pictures or the description, this is a civil matter between you and the buyer. If disputes occur in connection with a transaction outside of Trendsales' trading system, it is possible to report a user through the conversation from the App or by sending an email to support@trendsales.dk. We advise both parties in accordance with applicable legislation in their country of residence. We may issue warnings and shut down the user profile on Trendsales, if our rules for the use of Trendsales are not complied with.
- * Payment of the item is agreed between the buyer and the seller.
- * If the transaction is made through Trendsales' trading system, additional conditions are set out in section 3.

3. Special rules when using Trendsales' trading system

This section relates specifically to the terms and conditions that apply to trades conducted through Trendsales' trading system. Note that the general terms and conditions regarding trades described in section 2., e.g. bidding rules, seller and buyer conditions etc., still apply along with the additional terms and conditions formulated in this section.

3.1. Generally about Trendsales' trading system

3.1.1. The use of Trendsales' trading system

Both the seller and the buyer can create a trade request that is valid for 24 hours. Within this timeframe, the counterpart is free to accept or decline the offer. If the offer is accepted, the trade is considered binding for both parties according to Danish law, cf. The Danish Contracts Act §1. Trendsales' trading system can only be used in trades where shipping labels are bought through Trendsales and its partners.

3.1.2. Money transactions with Trendsales' trading system

When you accept a trade request or use the "buy now" option as a buyer, the money is reserved on your payment card. The money is reserved for up to 7 days, or until the seller hands in the package for shipping. Please note that some card issuers, such as MasterCard, can reserve the money for up to 30 days. If the seller does not hand in the package within the deadline stated on the individual trade, the reservation of the money on your payment card will be lifted. If the seller hands in the package within the time frame, the reservation is completed and the payment is withdrawn.

Every transaction has a trade number ID used to identify the transaction in Trendsales' systems. Trendsales reserves the right to withhold a transaction before the payout is made, if a suspicion of fraud is present or if a KYC check is required.

When you are a buyer in a trade, it is important that you make sure to enter the correct contact information prior to accepting a trade request, in order to ensure that you receive information about the shipment from the shipping company.

3.1.3. Completion of payment

When a trade request has been accepted by the buyer or the buyer has used the “buy now” option, the seller has a deadline to hand in the package for shipping at a drop-off shop. The hand-in deadline is clearly stated on the individual trade. Trendsales’ systems provide a suggestion for the closest drop-off shop based on the seller’s location, but the seller is free to hand in at any drop-off shop supported by Trendsales’ shipping partners. The locations will appear from a map during the trade. When the package has been handed in, the money will be withdrawn from the buyer’s payment method and transferred to the seller. The money will typically be visible within 1-2 banking days.

3.1.4. Before shipping the item

It is the duty of the seller to ensure:

- * That the item agreed upon is sent in the condition described by the seller. If the buyer does not believe the item to live up to the condition described by the seller after receiving it, the buyer has the option to contact Trendsales’ Support and start a dispute. Therefore, it is important that the seller makes sure to describe the item in detail through the listing description and through pictures. For more information about the seller’s obligations and the terms and conditions applicable to the seller, go to section 2.4.
- * That the item is sufficiently protected and packaged. It is the seller’s responsibility to check the packaging requirements of the shipping provider and to make sure that the packaging of the item lives up to these requirements. If the packaging does not live up to these requirements, and if the item is consequently damaged during shipping, the seller will be financially liable for any damages.
- * That the weight and size of the package is correctly noted, so that the package does not exceed the shipping provider’s requirements when it is handed in. If the weight and/or size exceed criteria, the shipping provider is rightfully entitled to either 1) deny shipping the package, or 2) charge an additional fee to cover the difference in size/weight. Trendsales reserves the right to forward such additional charges to the seller.
- * That the item is handed in for shipping at a drop-off shop before the stated deadline on the individual trade. If the item is not handed in within the stated deadline, the reservation of the money on the buyer’s payment card is lifted and the trade is cancelled.
- * That proof of delivery of the package is received in the form of a receipt via text message and/or email from the chosen shipping company, in order to confirm to the buyer and Trendsales that the package has been delivered on time and correctly.
- * That bank account details are always correct and up to date.

3.1.5. Shipping and delivery of the item

The item ****must**** be handed in for shipping before the stated hand-in deadline on the individual trade. The deadline is stated clearly for both seller and buyer on the trade. Both parties will be notified, during shipping, about the location of the package and delivery to the buyer. When the

package has arrived at the buyer's chosen pick-up shop, the buyer will be able to collect it. Delivery time is generally between 1-4 days after the package has been handed in. In case the package is not picked up by the buyer within the shipping company's specified time limit, the package will be returned to the seller. If the returned package is not picked up by the seller either, the package will be eligible for destruction at the used shipping company.

If, contrary to expectations, a lost package re-appears, where a compensation/refund has been paid and the buyer collects the package, Trendsales will contact the buyer for repayment of the compensation/refund paid.

3.1.6. Verification & Security Check

Due to safety and compliance reasons, it is only possible to receive payouts when verified with Danish MitID and/or when having completed a check in accordance with "Know Your Customer (KYC) procedures.

Trades conducted through Trendsales' trading system are systematically monitored, and trades may be subject to randomized manual security checks. For safety reasons, the exact causes triggering security checks are confidential but may be due to one or more of the following factors; amount, brand, type of item, user history etc.

If a trade is subject to a manual security check and is cleared, the seller will typically experience a minor delay in the payout for the item. The seller will then receive a notification about the delay. As part of a standardized security procedure, the payment will typically be withheld until it has been registered that the buyer has picked up the package. When the package has been picked up, the payout will be issued as soon as possible and will appear on the seller's account within 2-3 banking days. It will be visible from the seller's Trendsales profile that the money is on its way.

3.1.7. Security in relation to money transactions

Trendsales' trading system utilizes the payment gateway Stripe or MobilePay. The system uses SSL encryption for all transmissions, and therefore, all data is strictly encrypted. Stripe and MobilePay both have PCI certifications, which means that they are both in compliance with the security standards issued by Visa / Mastercard.

3.1.8. Fees related to Trendsales' trading system

Buyers and sellers are ensured when using Trendsales' trading system and if a problem arises, they are able to receive support from Trendsales', see section 3.3. For this service, Trendsales charges the buyer and seller a small fee. The fee is always stated clearly before using the trading system.

3.1.9. Liability rules

Trendsales is liable to you for direct losses caused by errors made by Trendsales in relation to payment transactions. In such instances, any residual credit belonging to you must be paid out to you within 10 days after your request.

If you suspect that your personal information is at risk of being abused, you must inform Trendsales of the issue.

Trendsales is liable for losses caused by others' unwarranted use of your Trendsales profile. However, for this type of loss, the following exceptions apply if the transaction is correctly registered and accounted for:

a. For losses caused by others' unwarranted use of your Trendsales profile, you are liable for up to 375 DKK, if Trendsales determines that your personal safety measures have been used.

b. For losses caused by others' unwarranted use of your Trendsales profile, you are liable for up to 8.000 DKK, if Trendsales determines that your personal safety measures have been used, and if you:

- * have failed to notify Trendsales as soon as possible after becoming aware that your personal safety measures have been compromised and known to others,

- * have exposed your personal safety measures to the party who has unwarrantedly used your profile, or

- * made the unwarranted use possible by exhibiting blatantly negligent behaviour

c. For losses caused by others' unwarranted use of your Trendsales profile, you are fully liable, if the loss has occurred under circumstances where it can be proved that you have given your personal safety measures to the person who has committed the act, and that you did realize or should have realized the risks of abuse associated with this.

Regardless of other rules in this section, you are not liable for any unwarranted use of your profile that may occur after you've notified Trendsales of the abuse.

Complaints regarding unauthorized or flawed payment transactions must be in the hands of Trendsales within 13 months after the completion of the payment transaction.

As a user of Trendsales, you are no longer liable for any losses that may occur after you have requested to have your profile closed/blocked.

3.1.10. Starting with May 3rd, 2025 all users on Trendsales have the right to request payment transactions, by claiming money held in their Trendsales accounts under this set of TCs, for a period of 12 months (until May 3rd, 2026).

If users do not exercise this right within the 12 months period, they will lose the right to claim unclaimed money remaining in their Trendsales accounts.

Trendsales shall not be liable for any loss resulting from a user's failure to exercise the right to claim unclaimed money remaining in their Trendsales accounts within the specified period.

3.1.11. Relevant supervisory authorities

Trendsales ApS has a limited permission to supply payment services. The license is issued by the Danish Financial Supervisory Authority, cf. ch. 3 laws on payment services. The permissions are registered in the Danish Financial Supervisory Authority's register on companies under supervision and holds the FT no. 21159. Trendsales ApS is subject to supervision from the Danish Consumer Ombudsman and the Danish Financial Supervisory Authority.

3.2. Handling of trade disputes between buyer and seller

3.2.1. Generally about trade disputes

As a buyer or seller, you have the possibility to contact Trendsales Support if you experience an issue or a dispute in relation to a trade that has been conducted through Trendsales' trading system. Should you receive an item that is not as described or should you experience other issues with a seller in relation to a trade, it is required that you first attempt to solve the dispute with the seller by contacting the seller no later than 2 days after receiving the item. If an agreement to solve the dispute can't be reached, you can report the trade to Trendsales' Support. This must be done within 14 days upon the receipt of the item. Trendsales reserves the right not to enter into a trade dispute if the reporting party has not attempted to solve the issue with the reported party prior to contacting Trendsales, or if the time frames stated above have been exceeded.

Moreover, it is not permitted to attempt to repair the defect before the case is reported, unless this has been agreed with the seller. If the defect has been attempted to be repaired or the item has been put for sale on Trendsales again, we reserve the right not to enter into a trade dispute.

When a form is submitted to Trendsales, a dialog will be initiated with Trendsales' Support in your Inbox under Messages.

When all relevant documentation has been submitted, Trendsales' Support will thoroughly evaluate the information provided and contact the seller regarding the case, if the claim is sufficiently substantiated and deemed valid.

3.2.2. Dispute settlement

If Trendsales is contacted regarding a dispute in a trade, the dispute will be settled based on Danish law, including the Danish Sale of Goods Act, along with the trade dialog and the documentation provided by the parties in the trade, including but not limited to photo documentation of the item received, proof of shipping, proof of binding deals etc.

Documentation that is not provided prior to the dispute settlement cannot be included in the evidence upon which the settlement is based, even if such documentation might be compelling. All dispute settlements are made based on Trendsales' terms and conditions. In some instances, disputes may be settled in partial favour of both parties, or the case may be declined.

3.2.3. Refunds and liability

****Buyer:****

If a reported trade dispute is settled in your favour in a trade conducted through Trendsales' trading system, you will receive a refund directly from Trendsales. The money will be transferred to you as soon as possible in cases regarding items that have never been received. In cases regarding items that have significant shortcomings, the refund will be issued when the item has been returned to the seller or sent to Trendsales, unless other arrangements are made with Trendsales' Support. Trendsales will cover the shipping costs if an item is to be returned to the seller or sent to Trendsales. You will receive a shipping label from Trendsales for the return, which has to be used within 5 days by handing in the package with the issued package number at a DAO shop. If the item is not handed in within this time frame, the package code will expire and your claim to a return will be repealed. You will no longer be able to pursue a return of the item with the assistance of Trendsales' Support.

When the package is handed in, you will receive a refund consisting of the trade amount (excluding the buyer protection service fee) and the shipping expenses (provided that the return of the item can be proved with valid shipping documentation). If the seller is held liable, Trendsales will take over the financial claim against the seller (in compliance with paragraph 4.8. on liability). The amount that the seller has received and the original shipping expenses will be collected from the seller.

****Seller:****

When selling on Trendsales, you are required to describe your items precisely and adequately through your listings. You are solely responsible for any mistakes, omissions or misleading information in your listings. Brand names or statements of origin or fabrication in your item description must be correct and must not be at risk of misleading potential buyers. Mistakes, omissions or misleading information can result in your financial liability towards the buyer or Trendsales for the costs related to the trade (the item price and the original costs of shipping).

If a trade dispute is settled in favour of the buyer resulting in the return of an item, the seller is obligated to:

- * Cooperate in the return and receipt of the item. If the seller neglects to collect and receive the package, this will result in the destruction / disposal of the package at our parcel supplier after 90 days, in accordance with our parcel supplier's applicable terms & conditions.
- * Fully refund the trade including; the amount that was originally paid out and the original shipping costs.

If a trade dispute is settled in favour of the buyer resulting in a financial claim against the seller, the refund must take place immediately and with no unnecessary delays in compliance with Trendsales' directions. In cases covered by the stipulations in paragraph 3.2.3 on refunds, Trendsales will refund the money to the eligible party and take over the financial claim against the liable party. A lack of compliance in following Trendsales' directions in relation to dispute settlements will result in permanent expulsion from the platform. Furthermore, the financial claim will be handed over to a third party debt collection agency.

3.3. Types of cases

Disputes are settled in the following types of cases:

- * cases where an item has not been received
- * cases where an item has significant shortcomings that are present upon receipt
- * cases where an inauthentic item has been received

3.3.1. Documentation

In cases regarding items that have not been received, the seller must be able to document that the item has been shipped. Therefore, as a seller, you must make sure that you receive confirmation by text or email from the shipping provider, after you have handed in the package for shipping, and that you also receive confirmation from Trendsales' systems in your conversation with the seller.

If you are a buyer in a case regarding an item with significant shortcomings, you must document these shortcomings as soon as possible after receiving the item. This must be done in compliance with the time frames stated in section 3.3.2. If the time frames are exceeded, Trendsales reserves the right to decline the case. Documentation in such a case must consist of distinct and clear images and a detailed description of the shortcomings in question.

If you are a buyer in a case regarding an inauthentic item, you must be able to document sufficiently that the item is not authentic. Sufficient documentation could be:

- * A written statement from an authorised seller or reseller of the brand in question
- * Clear and sufficient photo documentation and a detailed description substantiating your claim.

3.3.2. Time limits

Section 3.2.3. about refunds and liability is only applicable when a trade is reported within the time limit.

In cases regarding items that have not been received, the trade must be reported within 3 weeks after the trade has been completed through Trendsales' trading system.

In cases regarding items with significant shortcomings, it is required that you first attempt to solve the dispute with the seller by contacting the seller no later than 2 days after receiving the item. If an agreement to solve the dispute can't be reached, you can report the trade to Trendsales' Support. This must be done within 14 days upon the receipt of the item. Trendsales reserves the right not to enter into a trade dispute if the reporting party has not attempted to solve the issue with the reported party prior to contacting Trendsales, or if the time frames stated above have been exceeded.

3.4. Right of withdrawal

3.4.1. Right of withdrawal regarding fees

When trading through Trendsales' trading system, you are charged a fee for the administration of the trade. The expedition of a trade, where a buyer or seller fee is paid, is regarded as a digital service that is taken into usage immediately after the completion of the trade. Therefore, the standard 14 days withdrawal period does not apply.

3.4.2. Right of withdrawal towards sellers

Trades that are entered into through Trendsales' trading system, are generally covered by The Consumer Contracts Act, §18 (1). Therefore, a buyer generally has a right to withdraw from a trade within 14 days upon the receipt of the item. The buyer must invoke his/her right to withdraw from the trade to Trendsales or to the seller within the given time period. If a buyer exercises the right to withdraw from the trade resulting in a return of the item, any additional costs related to the return shipping must be covered by the buyer.

In relation to the buyer's right of withdrawal, Trendsales is solely responsible for establishing contact between the buyer and the seller. Additionally, Trendsales offers to assist in the transfer of money back to the buyer, if the seller and buyer wish Trendsales to facilitate this transaction. Trendsales will only assist in the transaction when the item is safely returned to the seller in the same condition as originally sent in. If a buyer and seller cannot reach an agreement regarding a return when a buyer has chosen to withdraw from a trade, the buyer has the option to bring the case to the The Mediation Team for Consumer Complaints (In Danish: "Mæglingsteamet for forbrugerklager") administered by The Council for Consumer Complaints. To file a complaint, the trade amount must be minimum 720 DKK. The Council for Consumer Complaints charges a fee consisting of 100 DKK for handling the complaint. Read more [here](<https://naevneneshus.dk/start-din-klage/center-for-klageloesning-og-forbrugerklagenaevn-et/foer-du-klager/>).

4. Rules for the general use of Trendsales

You are required to comply with our rules, so as to ensure good conduct in the marketplace for the benefit of everyone. By agreeing to our terms of use, you also agree to having read and understood our rules for the use of Trendsales.

4.1. Summary of general rules

- * You must ensure that the items you put up for sale through listings on Trendsales do not violate applicable legislation in your country of residence or the terms and conditions for the use of Trendsales. Also, as a buyer you may not look to buy illegal items or encourage others to sell illegal items.

- * As a seller, if you do not comply with the applicable terms, cf. section 2.4.4. and section 4.3.3. the right to your payout, compensation and/or refund for the sold item is forfeited.

- * When creating a listing, it is important that you describe the item and its condition carefully in the text or through the pictures you take - even if the item has damages or wear. Then, as a seller, you have done what you can, in case the buyer finds that the item does not match the description.

- * You must ensure good conduct when engaging with other users on Trendsales. Users who use offensive language will be excluded.

4.2. Listings

4.2.1. Legality

You must be aware that the content of all listings relating to the item itself, the description, and any activity or communication made in connection with private transactions must comply with applicable legislation in your country of residence as well as the rules for use of Trendsales.

4.2.2. Listing requirements

- * Listings on Trendsales must comply with the following rules, and Trendsales reserves the right to close listings that fail to comply.
- * Listings created on Trendsales may only offer physical items, and therefore do not include services, advertisements for the user's own Trendsales shop, existing listings or listings used to search for items.
- * The same item must only be sold in one listing and in one geography. The same product may not be sold in multiple listings.
- * We reserve the right to ask for product documentation, e.g. condition, geography and time of purchase.
- * If a user is selling branded goods, Trendsales may ask for documentation of the brand's authenticity, e.g. receipt of purchase from the official dealer, unambiguous photo documentation etc.

4.2.3. Pictures

- * When you add pictures to your listings on Trendsales, it is your responsibility to guarantee that the pictures belong to you and thus do not violate the rights of others.
- * Moreover, you agree that: a) Trendsales is entitled to use the pictures in other commercial contexts, including for use in Trendsales newsletters and ads on social media, eg Facebook and Instagram, b) your listing pictures may be used for the "resell" feature which entitles a buyer of an item the option to relist the item for sale by reusing the original item information, including the pictures from the original listing.

4.2.4. Links and references to other websites

Links and references to your own or other websites, Facebook pages, Instagram pages, etc. on Trendsales are not allowed. This applies to listings, private messages, profile texts etc. Trendsales reserves the right to close listings with links.

4.2.5. Closing of listings

Trendsales reserves the right to close a listing or move it to a different category than the one in which the listing was created, if we judge it to be placed incorrectly.

4.2.6. Keeping listings

We keep active and inactive listings in our database. These may be used if Trendsales should at any time be imposed by law or in response to a valid request from a law enforcement or

public authority to disclose such listings. Trendsales is not responsible for listings appearing on search engines on the internet.

4.2.7. Reporting of illegal listings

You can report listings to us that appear to violate legitimate intellectual property rights, applicable legislation or the rules for the use of Trendsales. This is done in the App via the listing.

4.3. Items not allowed on Trendsales

4.3.1. Illegal items

On the Trendsales platform, it is not allowed to create listings with illegal items, including stolen goods and defamatory material, under applicable legislation in your country of residence. This section summarizes items that cannot be sold on Trendsales.

4.3.2. Items that may be described as untrustworthy or inappropriate etc, including:

- * Listings that Trendsales find to be untrustworthy, offensive, or that are otherwise deemed inappropriate.
- * Listings used to search for or offer labor from persons below the age of 15.

4.3.3. Equipment or material that violates copyrights, other intellectual property rights or applicable legislation in general, including:

- * Items that can be described as illegal copies or counterfeits of a company's copyrighted design (counterfeit goods), including branded goods such as bags, clothes, jewelry, makeup and designer furniture.
- * Listings that make use of a registered trademark for marketing purposes, even if the item sold is not actually of the brand in question. Nor is it permitted to use the registered trademark, even if you specify that the product is not of the brand in question (false marketing).
- * Text or images taken from another individual or company without prior permission (eg from a company's website) and used on a listing, as such material is protected under copyright.
- * Resale of products or services that violate an existing exclusive distribution agreement:
- * An exclusive dealership agreement is an agreement between the manufacturer of a product and one or more dealers, providing these dealers with the exclusive right to buy and resell products from the manufacturer in question. Although such an exclusive dealership agreement exists, it is of course always allowed to sell individual secondhand items goods or items of the brand purchased by mistake. Shares, securities, currency
- * All types of founding companies.
- * Black market trading.
- * Sale of tickets for entertainment etc, which were originally handed out free of charge.
- * Tickets for concerts, festivals, etc., sold at overprice.
- * Free samples, including samples of lotions and cosmetics, perfume samples, decants and testers.

4.3.4. Counterfeit copies etc, including:

Copy of material protected by the copyright act, such as:

- * illegal software: Counterfeit copies
- * illegal music, movies, games and e-books
- * instructions for using websites or programs containing illegal downloads of the above material

4.3.5. Goods with potential adverse health effects, including:

- * Euphoriants and similar as well as remedies for their use
- * All forms of medicine (both prescription and OTC drugs)
- * All types of medicines for animals
- * All types of contact lenses
- * Slimming pills
- * Various transdermal patches, eg nicotine patches and slim patches.
- * Teeth whitening agents
- * Equipment for tattooing or piercing
- * E-cigarettes
- * All products containing nicotine
- * Eye drops
- * Products from the brand 'Sina' and Gellack products from the brand 'Depend'

4.3.6. Buying goods for resale

- * This applies to purchases from pages such as Wish, eBay, Alibaba, Light in the Box etc.
- * Buying and selling of surplus stock
- * Bulk purchasing from stock sales etc.

Trendsales reserve the right to ask for documentation that goods have been purchased for private use and not for resale, if this is suspected.

4.3.7. Own production of goods for sale in large quantities

Drawing / making / building goods in large quantities with the intention of resale and / or direct ordering, including posters, plank tables, jewelry, knitted items etc.

4.3.8. Nutritional supplements as well as food and beverages including:

- * All kinds of foods, including rye bread, fruit, candy etc
- * All kinds of beverages, such as wine, beer, soft drinks etc
- * Supplements
- * Herbalife products
- * Including animal food

4.3.9. Animals and plants, including:

- * Live animals, including give-aways

- * Preserved animals of endangered species, cf CITES (Convention on International Trade in Endangered Species of Wild Fauna and Flora).

- * Endangered plant and animal species (such as ivory), parts thereof and products or objects made from such endangered species, cf CITES.

- * Wireless fence receiver collars for animals

4.3.10. Weapons and explosives, including:

- * Fireworks

- * All kinds of explosives as well as chemicals and remedies for their manufacture

- * All kinds of firearms and small arms, including softgun / hardball / paintball firearms

4.3.11. Materials / products from associations and the military, including:

- * Merit badges (scouts)

- * Military equipment

- * Police effects, including police uniforms, signs, etc

- * Material belonging to relief organizations

- * Official uniforms (police, hospital, etc)

- * All types of decorations

4.3.12. Items with a commitment to further purchase, including:

- * The right to purchase a product with an obligated to buy more a later date.

- * Promotion of pyramid schemes

- * By pyramid schemes, we are referring to events in which participation requires payment of money or other monetary values. Participants are lured in by the prospect of a financial gain. The potential profit is based on payments from participants, who are gradually enrolled in the scheme. Pyramid schemes are therefore not permitted, cf the Danish Public Collections and Pyramid Schemes Act.

4.3.13. Trades containing not specified items, including:

- * Mystery boxes

4.3.14. Rental clothing

It is not allowed to rent clothes on Trendsales. Trendsales will delete listings with rental clothing and reserves the right to not act in conflicts in regards to this.

4.4. Good conduct and commercial practice on Trendsales must be observed

- * Promotion of your own shop or other users' listings is not allowed.
- * It is not allowed to comment on a listing, if you do not intend to buy the item. Examples include: comments that the product can be purchased cheaper elsewhere, comments that you have the product for sale on your own profile, comments about the seller's item or comments about the seller himself of a personal nature that is not related to a transaction, etc.
- * It is not allowed to mention irrelevant brands, information etc in descriptions to make the listings show up in searches as this will mislead users.
- * It is not allowed to create new listings with the same product more than twice, even if you delete the original listing.
- * Items must be marked as sold, when they are no longer available for sale on Trendsales.
- * Remember to reply to comments, messages, bids etc. Good conduct leaves buyers with a good experience.

4.5. Support in connection with rules for the use of Trendsales

Our support actively applies our rules for the use of Trendsales to deal with conflicts, clean up the marketplace and maintain good order. Therefore, Trendsales Support also helps define the rules, as they are usually the first to face new issues.

If you have any doubts about your rights or have questions about the rules for the use of Trendsales, please do not hesitate to contact Trendsales Support at: support@trendsales.dk or in the app via the Support button under Settings.

As a user, you are responsible for keeping up-to-date and answering inquiries from Trendsales' Support.

4.6. Limitation period of reported issues

When contacting Trendsales Support regarding a transaction, incident or similar, please do so as soon as possible, so that we can assist you and act as mediators:

- * If your inquiry deals with non-receipt of an item, the report must be filed no later than one month after payment.
- * If your inquiry deals with items not matching expectations, a report must be filed no later than two days after receiving the item.

When reporting cases, documentation of the condition of the goods upon receipt must be attached. If you have already started using the item, attempted to wash it or the like, the item has been modified, which makes more difficult to file complaints, and the possibility of Trendsales looking into the case is minimized.

We reserve the right to reject reports, if the above conditions are not met.

4.7. Liability

Whether you are the buyer or the seller, you are obliged to comply with the decisions made by Trendsales' Support in a dispute. If a decision results in a claim for repayment, the repayment must take place immediately in accordance with Trendsales' instructions. In the cases covered by section 3.2.3., Trendsales will immediately reimburse the party who succeeds in the dispute and subsequently enter into the payment claim against the unsuccessful party. Unwillingness to comply with a decision may result in suspension of the profile and/or expulsion from Trendsales

4.8. Complaints

We're obligated to inform you that you always have the option to file a complaint and appeal a decision made in a dispute. In the first instance, the complaint must be submitted to the complaints officer (in Danish: "den klageansvarlige") at trendsales via email: klageansvarlig@trendsales.dk. If you subsequently disagree with a decision, you can submit a complaint to the Mediation Team for Consumer Complaints administered by The Council for Consumer Complaints (In Danish: "Mæglingsteamet for Forbrugerklager") or the courts, if the conditions are met. However, you will continue to be obliged to comply with Trendsales' decision until any legal proceedings have been finally settled. When submitting a complaint, you must indicate our e-mail: klageansvarlig@trendsales.dk.

4.9. Trendsales' role and responsibility in transactions

4.9.1. Trendsales' role

Items available through private transactions are put up for sale by users on Trendsales in the form of listings. The terms and conditions of the agreement, the conclusion of the agreement and all other aspects of the agreement are governed by legislation in your country of residence.

4.9.2. Trendsales' responsibility

To the extent permitted by the law, you agree to indemnify Trendsales and Trendsales employees for any liability that may arise as a result of or in connection with private transactions. Nor is Trendsales responsible for user behavior on Trendsales' services.

You and all other users acknowledge that Trendsales does not assume responsibility for the seller's and buyer's behavior in private transactions nor for the items put up for sale or delivery by the seller. Trendsales does not enter in the obligations of a given user if the user fails to meet these requirements. You obtain protection by shopping via Trendsales' trading system. Here, Trendsales actively engages and mediates in cases where one of the parties fails to fulfill his obligations.

4.9.3. Disclaimer

Trendsales does not control nor are we responsible for the quality, safety or legality of the items, for which private transactions concern, whether an item description is true or accurate, whether the seller has the will and ability to deliver and sell items or whether the buyer has the will and ability to pay for items. Trendsales cannot and will not control the closing or validity of private transactions. Although not allowed, information may be disclosed or other behavior unreliable

may occur, which violates the law or is otherwise in violation of the obligations of users under this Agreement, and in such cases, Trendsales may not be held responsible.

4.9.4. Payment and shipment from users

In private transactions, Trendsales does not control whether users pay for items or if they ship the item as agreed. Trendsales disclaims any responsibility whatsoever in connection with the seller's delivery of items sold and the buyer's payment of items delivered.