

## **General terms and conditions**

*Between MediaMarkt and Customer for using the online platform*

#### Article 1 - Definitions.

- **General Terms and Conditions:** these terms and conditions for the use of the Online Platform for purchases from Sellers, which apply between MediaMarkt and the Customer.
- **User:** any visitor, being a natural or legal person, to the Online Platform.
- **Evaluation System:** the evaluation system that allows Customer on the Online Platform to rate the products and/or the Sellers.
- **Customer:** a User who proceeds to purchase a product via the Online Platform.
- **Purchase agreement:** the purchase agreement concluded between the Seller and the Customer when purchasing a product.
- **MediaMarkt:** MediaMarktSaturn Plattform Services GmbH, having its registered office in Munich and its place of business in (D-80939) Munich at Maria-Probst-Straße 9, registered in the Commercial Register of the Munich Court (Amtsgerichts) under number: HRB 256088 and with VAT number: DE329404887 and/or a group company of MediaMarkt.
- **Online Platform:** the environment where products are offered by third parties to Users.
- **Seller:** a third party that offers products to Users via the Platform.
- **Website:** the website [www.mediamarkt.nl](http://www.mediamarkt.nl) in which the Online Platform is integrated.

#### Article 2 - Applicability.

1. These General Terms and Conditions apply without restriction to all Users of the Online Platform.
2. Every Customer who places an order for a product thereby accepts the applicability of these General Terms and Conditions and the General Terms and Conditions of the Seller. If there is any contradiction between the two General Terms and Conditions, these General Terms and Conditions shall prevail.
3. Any User may contact MediaMarkt's customer service via various contact points indicated on the Website, such as telephone customer service and e-mail, and submit their complaints. If MediaMarkt has a valid e-mail address of the , receipt of the request will be confirmed by e-mail.

#### Article 3 - Customer account

1. If the Customer orders a product via a customer account, the Customer is at all times responsible for the confidentiality and use of their login data (such as the user name and password) and for the correctness of the data in his own account.
2. The Customer declares to act in accordance with these General Terms and Conditions and all applicable laws and regulations.

#### Article 4 - Purchase agreement

1. After acceptance of the offer, a Purchase agreement will be established between the Customer and the Seller.
2. The Customer acknowledges that MediaMarkt is not and/or will not become a party to the Purchase agreement between the Customer and the Seller.
3. The Customer is aware that the Seller determines the price and any guarantees. The Seller is responsible and liable for these.
4. In case of any questions and/or complaints about the product, the Customer send his question or complaint via MediaMarkt's customer care channels. MediaMarkt will facilitate the Customer's contact with the Seller by subsequently putting the Customer in contact with the Seller. Since MediaMarkt does not supply the product to the Customer and is not a party to the Purchase Agreement, the Customer hereby acknowledges and accepts that MediaMarkt is in no way liable to the Customer and that MediaMarkt is not responsible for any defective product purchased.

#### Article 5 - Order and delivery

1. Through the normal ordering process, the Website facilitates the sale of a product offered by the Seller to the Customer.
2. The Customer will receive an invoice from the Seller and a packing slip from MediaMarkt or Seller r.
3. For all products, ownership only passes after the Customer has paid MediaMarkt all amounts due in connection with the order.
4. The Customer is aware that an order for a product will be processed in accordance with the provisions of these General Terms and Conditions and the provisions of the general terms and conditions of the relevant Seller.
5. If a Seller does not accept a Customer's order within the term agreed between MediaMarkt and the Seller, MediaMarkt shall inform the Customer within five (5) working days after the Customer has placed the order that its order has not been accepted. Payments already received by MediaMarkt in this respect will be returned as soon as possible.

#### Article 6 - E-mail communication between the Customer and the Seller

1. Communication between the Customer and Seller takes place by setting up a question or complaint through MediaMarkt's customer service channels. MediaMarkt facilitates the contact between the Sellerr and the Customer byforwarding this communication through an internal system.
2. The system referred toin the previous paragraph provides for MediaMarkt to store all communications made through the application. These communications can be viewed and used by MediaMarkt and/or group companies to:
  - a. provide support to the Seller and/or the Customer in case any questions and/or problems;
  - b. assess whether the Seller is complying with the services agreed with it; and
  - c. analyse process improvements.
3. MediaMarkt has the possibility to store and use the communications that takes place via the internal system in accordance with the provisions of this article.
4. Communications as named in this article will be stored by MediaMarkt for as long as necessary.

#### Article 7 - Information and use of data

1. For an optimal service of the Seller, it is necessary that the Customer keeps a close eye on his e-mail, or other communication channels initiated by the Customer, at the time of the ordering process so that the Customer can take note of the information sent to the Customer by MediaMarkt and/or the Seller in a timely manner.
2. When placing an order, MediaMarkt requests the Customer to share his personal data in the ordering process. The Customer agrees that its personal data (such as, inter alia, name, address, place of residence, telephone number and e-mail address) will be shared with the Seller to the extent necessary to execute the Purchase agreement. The Seller is only entitled to use the Customer's data for the purpose of executing the Purchase agreement.
3. The Customer agrees that MediaMarkt has the right, without liability to the Customer, to disclose the Customer's data to third parties if MediaMarkt is required to do so by law

or if MediaMarkt deems it appropriate to enforce and/or monitor compliance with any part of the Purchase agreement and/or these General Terms and Conditions of Seller and Customer.

4. The Customer is aware and accepts that the Evaluation System is part of the Website. Through the Evaluation System the Customer can rate the products and/or the Seller. The Customer will be invited by email to participate in the Evaluation System. The Customer hereby declares that, if he participates in the Evaluation System, he will do so in good faith. The Customer guarantees that all information provided by him is correct and not misleading. Furthermore, the Customer declares that he will refrain from providing and/or stating insulting, threatening and/or defamatory information and that his actions are not in conflict with the law or regulations, public order and/or morality. MediaMarkt is at all times entitled not to include certain information on the Website or to remove it as soon as it becomes aware of this.
5. Customer may exercise its rights as described in the [Privacy Statement](#) at any time.

#### Article 8 - Role of MediaMarkt

1. MediaMarkt only offers a service in the form of providing the Online Platform that enables Seller to offer and sell products via the Online Platform. MediaMarkt is not and does not become a party to the Purchase agreement between the Customer and the Seller that is concluded via the Online Platform and MediaMarkt therefore does not know whether Seller will actually and fully perform the Purchase agreement. The Customer therefore may not claim performance of such Purchase agreements from MediaMarkt.
2. MediaMarkt is not involved in the preparation of the information provided by the Seller. MediaMarkt provides that information unseen and unaltered and therefore does not know whether that data is correct.
3. MediaMarkt makes every effort to keep the Website and Customer Account functioning properly, but the Website or Customer Account may not be available at all times.

#### Article 9 - Illegal Content

1. Every User has the right to report illegal content on the Website to MediaMarkt. The report must be sufficiently accurate and sufficiently reasoned so that MediaMarkt can quickly assess why the User considers the content to be illegal. To ensure that the content to be checked can be found, the User must also provide the exact storage location, for example the URL address or other information.
2. If a justified report is received, MediaMarkt will immediately take a decision on how to deal with it and inform the reporter. In the case of reports that do not contain the information in paragraph 1 of this article, MediaMarkt will make every effort to verify the existence of illegal content.

#### Article 10 - Internal complaint management system

1. Any User affected by an illegal content decision has the right to file a complaint against MediaMarkt's decision. Users can do so via the contact details at [www.mediamarkt.nl](http://www.mediamarkt.nl) and must mention the relevant decision when submitting the complaint. They should also explain the complaint.
2. Any User affected by a decision under paragraph 1 of this article also has the right to contact a certified dispute resolution body. This does not affect the User's right to submit MediaMarkt's decision to the competent court.

#### Article 11 - Advertising

1. MediaMarkt marks commercial advertising from its suppliers and third parties as "Sponsored". The ad itself shows who the advertiser is and what the ad refers to. These are usually online product placements.

#### Article 12 - Recommendation systems

1. MediaMarkt does not use user-related data for the "recommended" feature. Basically, the default settings of "similar products" and "often viewed together" are used. In individual cases, a supplier may place ads marked as "Sponsored".

#### Article 13 - Infringement of intellectual property rights by Marketplace products

1. MediaMarkt obliges Sellers not to infringe copyrights, trademark rights and patent rights of third parties. If the content placed by a Seller in the Online Platform infringes the rights of third parties, the Seller is solely responsible for this. MediaMarkt will remove such illegal content upon receipt of notification by the rights holder and notify the Seller concerned. Infringements can be reported to [mms.content.mgmt.de@mms-marketplace.com](mailto:mms.content.mgmt.de@mms-marketplace.com).

#### Article 14 - Miscellaneous

1. MediaMarkt is entitled to limit, not grant or withdraw certain privileges deny or limit the use of accounts and/or the possibility to order products of the Seller via the Online Platform, depending on a Customer's trading history; this is the sole discretion of MediaMarkt.
2. The Customer cannot derive any rights from deviations, tacit or otherwise, from these General Terms and Conditions that are tolerated by MediaMarkt. These deviations do not prevent MediaMarkt from still invoking direct and strict compliance with these General Terms and Conditions.
3. If any provision of the General Terms and Conditions is found to be wholly or partly void, voidable or unenforceable, the remaining provisions of the General Terms and Conditions shall remain in force.
4. MediaMarkt is at all times entitled to remove functionalities for the benefit of the Seller's offer from the Online Platform without giving any reason.
5. MediaMarkt is entitled to transfer its rights and obligations under these General Terms and Conditions to a third party. MediaMarkt shall notify the Customer of this in a timely manner.
6. MediaMarkt may unilaterally amend these General Terms and Conditions at any time. MediaMarkt shall announce such amendments sufficiently in advance of their introduction. Publication may also take place digitally. The provisions of these General Terms and Conditions may only be deviated from if the deviation is laid down in writing and approved by a person authorized to bind MediaMarkt.

#### Article 15 - Applicable law

The Purchase agreement, these General Terms and Conditions and the rights and obligations arising therefrom between MediaMarkt, the Seller and the Customer shall be governed by Dutch law. All disputes arising therefrom or related thereto shall be settled in first instance exclusively by the competent court in Rotterdam. In the case of an Agreement between a consumer and company (consumer purchase), the court of the consumer's place of residence shall have co-jurisdiction.