

Other legal information

Capitalized terms have the meaning given to them in the general terms of use, [available here](#).

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1. Functioning of the Platform

1.1. Setting up relationships

The "Back Market" marketplace is a platform made available by the company JUNG S.A.S. via the website www.backmarket.ie, which allows consumers to buy refurbished electronic products from listed professional sellers (hereafter "Product(s)").

JUNG S.A.S. acts as an intermediary between the Sellers and the Buyers. It is in no way a seller or a buyer of the Products on the Platform, which are sold directly by the Sellers to the Buyers.

1.2. Financial terms and conditions

Buyers pay the price of their Product directly on the platform via a trusted payment provider. The Sellers give JUNG S.A.S. a mandate to receive, in the name and on behalf of the Sellers, the amounts paid by the Buyers.

The prices of the Products and the delivery costs are freely determined by the Sellers.

The Buyers also pay JUNG S.A.S. a service fee, the exact amount of which is stated before the Buyer confirms the order.

Sellers must pay JUNG S.A.S a monthly flat fee and a commission on all confirmed transactions carried out on the Platform by the Seller. The amount of the commission is equal to a fixed rate of the amount of the transaction, including all taxes (including shipping costs).

1.3. Guarantees

The applicable legal guarantees and the commercial guarantee offered by the Sellers are specified in the commercial guarantee contract available [under this link](#).

To exercise their rights, the Buyer may log in to their customer account by clicking on the "Get help" button on the order concerned, or by filling in the contact form available [under this link](#).

2. **Conditions for referencing, de-referencing and ranking**

2.1. Referencing

The platform only lists professional sellers. In order to be able to offer products for sale on the platform, Sellers must open a seller's account and undertake to respect, in particular :

- The applicable regulations;
- The platform's quality criteria in terms of logistics management (delivery times, stock management, quality of products delivered). These criteria are specified in the seller's general conditions and the quality charter;
- The general sales conditions are [available here](#).

Only offers relating to refurbished electronic products may be published by Sellers on the Platform.

2.2. Dereferencing

Jung S.A.S reserves the right to dereference a Seller, either for convenience or for a breach.

The reasons for dereferencing for default may include :

- Non-compliance with the legislation in force;
- Non-compliance with the general conditions of sale or the quality charter.

Jung S.A.S reserves the right to dereference products :

- whose marketing would be prohibited or illicit,
- presenting a danger to health, safety or the environment;
- which are not repackaged;
- offered by Sellers who have themselves been delisted.

2.3. Ranking of Products

2.3.1 Each Product on the Platform is listed within a Product category (e.g., smartphones, laptops, gaming consoles, smartwatches, home appliances, etc.) and subcategories (e.g. for smartphones: Google Pixel, iPhones, Samsung Galaxy, iPads, etc.).

On the Platform, Products can be highlighted under a “Best Seller” label considering the number of orders of the Product during the last 30 days.

2.3.2 When a user on the Platform searches for a category or subcategory, the Products appearing on the result page are ranked considering the number of orders of the Product during the last 30 days. This ranking aims to highlight the most popular Products for the user search.

For each category or subcategory, users can also refine their search by sorting results based on the following criteria:

- Most expensive to least expensive (“Price high to low”);
- Least expensive to most expensive (“Price low to high”).

2.3.3 When a user searches for a specific Product on the Platform, a single Product from a single Seller is displayed for each Product type across the possible grades. This means that only one Seller is presented as offering the Product to the Buyer. In other words, for each product grade, only the best value for money Product is displayed to the user.

The determination of the Product displayed is made according to an algorithm that considers, on the one hand, the price of the product and on the other the following quality criteria.

The quality criteria taken into account by the Platform's algorithm for the ranking are the following (in order of importance):

- Aesthetic Defect Rate
- Wrong Product Rate
- Defective Product Rate
- Wrong Accessories Rate
- Late Delivery Rate

Under no circumstances can a Seller influence this classification or pay any remuneration (direct or indirect) to JUNG S.A. S to be ranked on the Platform. The ranking is carried out exclusively by an algorithm according to the above-mentioned fixed criteria (price and quality of the Product).

3. Informations on reviews posted on the Platform

3.1. Submitting reviews

Buyers who have placed an order on the Platform may submit a review on the Product(s) they bought and its delivery.

The review must include a rating from 1 to 5 and a textual comment. If Buyer wishes, and subject to the rules described below, they can include photographs to illustrate their review.

For certain Products, the Buyer may give specific ratings (quality/price ratio, delivery, packaging and cleanliness, overall performance, aesthetic aspect).

The Buyer can submit a review by clicking on the link in the email sent to him/her for this purpose approximately 1 week after the delivery of his/her Product. They can also submit a review via their customer account, by clicking on the "My Orders" tab.

No compensation is provided by JUNG S.A.S. in exchange for a review.

When submitting a review, the Buyer undertakes to comply with applicable laws and regulations. In particular, the Buyer declares to be the sole author and holder of any copyrights attached to the review (photos, images, or texts), or to have obtained the express consent of the rights holder for its distribution. The Buyer guarantees that the review they submit does not infringe on intellectual property rights or any other third party rights.

By submitting a review, the Buyer grants JUNG S.A.S. a free, non-exclusive, worldwide license for the entire legal duration of intellectual property rights from the date of submission of the review, to reproduce, publish, display, distribute, modify, translate, adapt, and exploit all or part of the review, by any technical and/or digital means known or unknown to date, in any format and on any type of media. In particular, the Buyer authorizes JUNG S.A.S to reproduce and distribute the review on the following media:

- JUNG S.A.S and affiliated companies websites, applications, blogs, social media;
- Internal communications within JUNG S.A.S. and affiliated companies;
- Emails and newsletters sent to customers and prospects;
- Advertising and promotional materials;
- Third-party sites and applications of JUNG S.A.S and affiliates.

3.2. Publication and ranking of reviews

Only reviews on Products purchased via the Platform are published. The maximum time between the submission of a review and its publication is 1 business day.

When the review includes one or more photographs, the photographs are published later than the comment and rating, and within a maximum of 7 business days from their submission.

Reviews are ranked by default by our algorithm, taking into account, in particular, the rating, the length of the review, and the inclusion of photographs.

Users can sort the reviews by chronological order, relevance, highest rating, and lowest rating, depending on the user's choice.

If they have not been moderated according to the rules defined below, reviews remain online for 24 months, or for as long as the Products they concern are offered for sale on the Platform.

Reviews are automatically translated into the languages of the countries where JUNG S.A.S. or its affiliates operate. Translated reviews indicate the original language and the country of purchase.

3.3. Modification and deletion of a review

Within thirty (30) days of receiving a product, Buyers may modify their review via their customer account, by clicking on the "My Orders" tab, or by clicking on the link in the review collection email.

Buyers may also request the deletion of their review at any time by sending their request to the email address accessible under this [link](#).

3.4. Moderation of Reviews

3.4.1. Moderation Rules

Positive or negative reviews are published automatically on the Platform without prior moderation before publication.

However, photographs are subject to prior moderation by JUNG S.A.S. before publication. This moderation is carried out by human control. If any photographs violate the rules defined below, none of them will be published.

In any case, and after publication, JUNG S.A.S. reserves the right to remove a review or photographs that violate the following rules at any time according to the following moderation criteria.

3.4.2. Moderation Criteria

JUNG S.A.S may moderate - i.e. not publish or remove a review after publication - on its own initiative or upon request of a third party, any defamatory, insulting, abusive review or photograph, or one that violates JUNG S.A.S moderation rules, particularly in the following cases:

- The review or photograph is used for advertising purposes or contains advertising elements.
- The review or photograph is published several times or with different accounts.
- The review or photograph is off-topic (e.g., comment or photograph unrelated to the purchased product).
- The review or photograph is about another product.
- The review or photograph encourages a purchase from a competitor.
- The review or photograph contains comments or content that are political or social, abusive, obscene, offensive, sexually explicit, may be considered defamatory, or the review amounts to personal attacks.

- The review is false, misleading, or written by a Seller.
- The review or photograph is illegal or links to illegal content.
- The review or photograph infringes on third-party rights, including any right to image and respect for privacy and intellectual property rights (e.g., the review contains a photograph showing an individual's face, even partially, or any other personal or confidential data).
- The review or photograph was published as a result of identity theft.
- The review or photograph contains personal data or confidential information.
- The review or photograph incites hatred, discrimination, homophobia, xenophobia, racism, or violence.
- The review or photograph can be considered to violate laws and regulations in force.

The request for the removal of a defamatory, insulting, or abusive review as described above can be made by any third party to the following address accessible under this [link](#).

Requests for removal of reviews are processed by our staff. When moderating reviews, JUNG S.A.S. will proceed objectively according to the above-mentioned moderation criteria, i.e. based solely on factual considerations and irrespective of the person of the respective author of the review. In doing so, JUNG S.A.S. will respect the freedom of expression of the Buyer and at the same time take appropriate account of any conflicting rights and interests of third parties.

JUNG S.A.S. notifies the Buyer by email when all or part of the review is not published or is removed and indicates the reasons why. The Buyer may challenge this decision using the form accessible under [this link](#). The Buyer must indicate the date of the review and the associated order number.

In the event of serious or repeated violations of the moderation rules, JUNG S.A.S. reserves the right to temporarily or permanently block the Buyer's account. The Buyer will be informed immediately about the blocking which shall remain a measure of last resort. The Buyer may challenge this decision using the form accessible under this link.

4. EU Authorities

IMPORTANT: REQUESTS FROM CUSTOMERS SENT TO THIS ADDRESS WILL NOT BE PROCESSED.

If you are not an authority from an EU Member State, the European Commission, or the European Board for Digital Services, you may not use this email address. For any customer request, please log in to your customer account and click on the “Get help” button for the relevant order, or fill out the contact form available at [this link](#).

However, if you are an authority from an EU Member State, the European Commission, or the European Board for Digital Services, you may contact Back Market directly via the email address “authorities@backmarket.com”.

This address may also be used by Member State market surveillance authorities to communicate directly with Back Market regarding product safety issues.

Communications to this address should be in English or French.

5. Information on the active recipients

The Digital Services Act (DSA) is a European regulation that entered in force in November 2022, and that aims at creating a common set of rules on intermediaries' obligations and accountability to ensure a high level of protection to all users.

At Back Market, we are dedicated to ensuring the security of customers worldwide, and we hold customers' confidence in high regards. Indeed, we aim at creating trust in refurbished products in order to reduce overconsumption of new products, to allow emergence of a circular economy for all tech products. In this regards, the DSA is an opportunity for Back Market to reinforce its commitment to protect customers.

Pursuant to article 24(2) of the DSA, Back Market shall publish *"information on the average monthly active recipients of the service in the Union, calculated as an average over the period of the past six months"*. This publication aims at determining whether Back Market is likely to be qualified as a *"very large online platform"* within the meaning of the DSA, reaching at least 45 million average monthly active recipients in the EU.

In accordance with this article, Back Market hereby underlines that, in the period from 30 June 2024 to 31 December 2024, the average monthly active recipients of Back Market's marketplace in the EU was well below 45 million. Back Market will publish updates in compliance with the abovementioned Digital Services Act.

6. Dispute resolution

In the event of a dispute relating to the formation, conclusion, execution, interpretation or validity of the terms of use or the relationship with JUNG S.A.S., the Buyer and JUNG S.A.S. are invited to take the necessary steps to reach an amicable resolution of their dispute.

The Buyer is informed that he/she can, if he/she wishes, have recourse free of charge to a consumer mediator for the amicable resolution of the dispute with JUNG S.A.S. In this respect, the Buyer may use the European, national or local alternative dispute resolution bodies of their choice (consumers may for instance refer to the list provided by the European Commission under [this link](#)).

If the Buyer does not wish to benefit from mediation, if mediation has not been successful or in the event of the failure of other steps that the Buyer could have taken to try to reach an amicable resolution of his/her dispute with JUNG S.A.S., the Buyer may refer the matter to the competent jurisdiction of the place where he/she lived at the time of the conclusion of the contract or of the occurrence of the harmful event, of the place where JUNG S.A.S. has its registered office or of the place of the actual delivery of the Product.

7. Transparency report

The transparency report pursuant to the DSA is available under this [link](#).