

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" platform is a platform made available by the company JUNG S.A.S. via the website www.backmarket.fr, which allows :

- consumers to buy refurbished electronic products from listed professional sellers;
- private individuals, consumers or professionals, to resell used electronic products to professionals, so that they can refurbish them for resale

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.

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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 refurbished product offers

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The offers appearing on the result pages are referenced according to the best quality/price ratio of the products offered by the Sellers, determined by the algorithm developed by JUNG S.A.S.

The main parameters taken into account by the JUNG S.A.S. algorithm for the referencing of the offers are the following:

- The price of the product,
- the evaluation of the product and the Seller by the Buyers, (average of all the notes given by the consumers after having received their product),
- the quality of the Seller's order processing (rate of defective products, rate of bad products or accessories sent by the merchant, rate of products in poor aesthetic condition),
- the rate of orders delivered late,
- the means of payment.

3. Informations on reviews posted on the Platform

Only Buyers who have placed at least one order on the Platform may post a review of the products and delivery.

The Buyer can give a rating from 1 to 5, and add a comment to their rating. For certain products, the Buyer may give specific ratings (quality/price ratio, delivery, packaging and cleanliness, overall performance, aesthetic aspect).

The Buyer can leave 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.

Within thirty (30) days of receiving a product, the Buyer has the option to modify their review via their customer account, by clicking on the "My Orders" tab.

The Buyer may also request the deletion of their review at any time by sending their request to the following address: legal@backmarket.com.

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

Only reviews of purchased products are published. The maximum time between the submission of a review and its publication is 1 working day.

Reviews are ranked by our algorithm, taking into account, in particular, the rating and the length of the review. They can also be classified by chronological order, relevance, highest rating, lowest rating, depending on the user's choice. Reviews remain online as long as the products they concern are offered for sale on the Platform.

We publish positive and negative reviews without moderation before publication. After publication, any disparaging, insulting or abusive review may, at the request of any interested party, be removed by Back Market, in particular in the following cases :

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- The review is used for advertising purposes
- The review is published several times or with different accounts
- The review is off-topic, or the review is about the buying experience and not the product
- The review is about another product
- The review encourages a purchase from a competitor
- Buyer's rating is inconsistent
- The review 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 Merchant
- The review is illegal or links to illegal content
- The review is protected by third party rights
- The review was published as a result of identity theft
- The review contains personal data or confidential information
- The review incites hatred, discrimination, homophobia, xenophobia, racism or violence

The request for the removal of a disparaging, insulting, or abusive review as described above should be sent by any interested party to the following address: legal@backmarket.com.

4. EU Authorities

If you are an authority of the EU Member States, the European Commission or the European Digital Services Committee, you can contact Back Market directly via the "authorities@backmarket.com" address.

If you are not an authority of the EU Member States, the European Commission or the European Digital Services Committee, you cannot use this email address. However, you can contact Back Market directly and quickly by logging into your customer account and clicking on the "Get Help" button on the relevant order, or by filling in the contact form available under [this link](#).

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.

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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 2023 to 31 December 2023, 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 free online dispute resolution platform set up by the European Commission available by [clicking on 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.