

# Lilo Sellers Terms of Use Agreement

Please read carefully the following Terms of Use Agreement (“Terms of Use”) before using the marketplace services provided by Lilo Marketplace Limited (“Lilo”). Lilo is the trade name of Lilo Marketplace Limited (NZBN 9429050267941), a registered business in New Zealand.

Lilo is a website providing an online marketplace platform for the listing, sale and purchase of baby and children’s second-hand “Goods”. These Terms of Use apply to any registered seller (“Seller”) using Lilo’s marketplace services at the web address: [shoplilo.co.nz](http://shoplilo.co.nz). In using Lilo’s marketplace services, the Seller agrees to accept the Terms of Use contained within this document and agree to the additional policies, terms and conditions referenced within it (“the Agreement”).

The Agreement is between Lilo and Seller, upon registering as a Seller and is effective from April 01 2021. Any Seller found to have violated the Terms of Use (or any other policies that have been published on [shoplilo.co.nz](http://shoplilo.co.nz)) may be banned from using [shoplilo.co.nz](http://shoplilo.co.nz) and the marketplace services provided on that platform. Any action taken is at the sole discretion of Lilo.

## Definitions

**Goods** means baby and children’s clothing, footwear, and accessories, linen, books and puzzles and any related or associated baby and children products that Lilo agrees can be sold on the Marketplace.

**Agreement** means this Terms of Use Agreement.

**Terms** means the terms contained in this Agreement.

**Services** means the services provided by Lilo pursuant to this Agreement.

**Marketplace** means the marketplace platform owned and operated by Lilo through which the buying and selling services are offered.

**Store** means the store page in which you update, maintain and display with your branding images, biography, links to social media, and listings.

**Clothing** means baby and children’s clothing and footwear.

**Accessories** means clothing accessories including, but not limited to, hats, sunglasses, handbags, headbands.

**Content** means all text, images, hyperlinks and listings on your Store including, but not limited to, your branding image/s, biography, links to social media, hyperlink to your email, and sale listings.

**Item(s)** means goods that may be bought or sold through the Marketplace.

**Seller** includes any registered person using the Marketplace including listing an item to sell.

**Buyer** means a customer who has purchased an item from a Seller.

**Listing** means posting an item on the Marketplace for sale and includes all content relating to that item such as its description, photographs, title, brand, and product attributes including but not limited to size and condition.

**Lilo, we, us, and our** are a reference to Lilo Marketplace Limited.

**You and your** are a reference to you, the Seller.

## 01. Introduction

- a. Lilo is an online marketplace that connects Buyers and Sellers in baby and children's preloved clothing, accessories, linen, books and puzzles.
- b. Lilo allows Buyers or Sellers to buy or sell certain goods within a fixed-price format.
- c. Lilo is not in any way directly involved in the transaction between a Buyer or Seller.
- d. Lilo has no control over the ability of Buyers to pay for items.
- e. The legal ownership of purchased items on Lilo is transferred by the Seller to the Buyer upon completion of a sale. Lilo does not transfer legal ownership of items from the Seller to the Buyer.
- f. Lilo does not guarantee the true identity, age, or address of a Buyer.
- g. As a registered Seller, you agree that Lilo is a marketplace and because of this is not responsible or liable for any content, including (but not limited to) text, names of members, images, graphics, photos or photographs, profiles or profile information, links or hyperlinks posted by you on Lilo.
- h. You use the Marketplace at your own risk.

## 02. Our contract

- a. The relationship between the Seller and Lilo is solely that:
  - i. Lilo provides for you an online marketplace to list and sell the Goods.
  - ii. Lilo acts as your agent solely in the collection of money paid by your Buyer.
  - iii. Lilo and Sellers are not partners or joint venturers.
  - iv. A Seller is not an employee of Lilo.
- b. If you list an Item for sale on the Marketplace, you do so subject to these terms.
- c. When you list an Item on Marketplace, you will be bound to provide all the information required by the Fair Trading Act 1986 and the Consumer Guarantees Act 1993 as amended.
- d. Lilo has sole discretion to not accept any registration application for a Seller account on the Marketplace.
- e. Lilo reserves the right to remove your Listings and suspend or remove your account if a Lilo Buyer or visitor has a valid complaint against you.
- f. Lilo maintains the right to remove a Seller and their Store if they do not meet these terms and conditions, or repeatedly violates this agreement.
- g. You agree that you will comply with all local laws regarding acceptable online conduct and content.
- h. You agree that you will abide in addition by these policies as stated in the Agreement and any other policy documents available via hyperlink in this Agreement as well as any and all other operating rules, policies, and procedures that may be published and updated by Lilo from time to time, on the Marketplace, each of which is incorporated herein by reference.
- i. Lilo reserves the right, at its sole discretion, to cancel unconfirmed or inactive Seller accounts. Lilo also reserves the right to refuse its Services to any Seller if a Seller breaches these Terms of Use.
- j. Sellers will have access to a Buyer's full physical address and other personal details. As a Seller, you are strictly prohibited from using this personally identifiable information for any purpose other than completing the sale.

- k. Lilo is not responsible for any Seller's business loss (including loss of profits, revenue, contracts, anticipated savings, data, goodwill or wasted expenditure) or any other indirect or consequential loss whatsoever.
- l. Lilo is not liable in any circumstances for damages resulting from loss of use, loss of data or loss of revenues or profits, whether in an action of contract, negligence or otherwise, arising out of or in connection with your use of the Marketplace.
- m. Lilo makes no representation or warranty of any kind, express or implied, including, without limitations, warranties:
  - i. as to fitness of the Marketplace and Service for a particular purpose;
  - ii. as to availability and accessibility, without interruption, or without error;
  - iii. any obligation, liability, or remedy in tort whether or not arising from Lilo's negligence.
- n. You now expressly release Lilo from any and all claims and liability known and unknown, arising in any way from a dispute between you and a Buyer.
- o. For the purposes of the Privacy Act 2020 as amended you agree to the processing of your personal data (in manual, electronic or any other form) relevant to this Agreement, by Lilo and any agent or third party nominated by Lilo and bound by a duty of confidentiality.

### 03. Amendments to our Terms

- a. Lilo reserves the right, at their discretion, to amend, modify, add or remove these Terms. Your continued use of the Marketplace following any amendments implies the acceptance of these amendments.
- b. It is your responsibility to view this page from time to time for the latest Terms.
- c. If you don't agree to any updated Terms, you must stop using the Marketplace.

### 04. Membership eligibility

- a. By registering as a Seller on the Marketplace, you confirm that you are over 18 years of age and are living in New Zealand.

### 05. Seller registration and account management

- a. You must provide your current name, date of birth, land address, email address, contact telephone number, and a valid New Zealand bank account number and will ensure that this information is always current and accurate at all times while you are a registered Seller on Lilo.
- b. It is your responsibility to ensure that your bank account information is entered correctly. Lilo may be unable to help you recover money sent to an inaccurate bank account number.
- c. It is your responsibility to ensure that your email address is correct and that you routinely check it for all correspondence from Lilo, Buyers or potential customers.
- d. You give Lilo permission to contact you to verify your intentions of using the Marketplace and personal details such as name, land address, email address and contact telephone number.
- e. Lilo may at any time require you to re-verify your identity and account information to maintain the Marketplace as a safe place to sell and buy.

- f. You agree that you will not provide your account access to another person or third party without obtaining written permission from Lilo.
- g. You personally guarantee that if you are registering a business, you have authority to bind the entity to this Agreement.
- h. You agree that you will not use or allow anyone else to use the Marketplace to undertake any activity that is unlawful, offensive, threatening, malicious, defamatory, sexually explicit or deceive any person.

## 06. Account security

- a. You agree to securely protect your account information and password and make sure that this information is accurate.
- b. You will notify Lilo of any security breach or unauthorised use of your account.
- c. You are solely responsible for any and all activity that is conducted via your account, including any liability, and/or damage, or loss that has resulted from your failure to securely maintain your Lilo account information and/or password.

## 07. Store Page management

- a. You are responsible for keeping your Store biography, social media links, e-mail and branding image/s updated.
- b. You are required to provide professional customer service to Buyers or visitors to your Store.
- c. You may include in your biography that you offer consignment but must abide by the Consignment Terms detailed further below.
- d. You can cancel your Seller account and request your Store and listings to be removed from the Marketplace at any time by sending a request.
- e. Stores that are inactive for more than three consecutive months will be removed from the Marketplace.
- f. When you publish Content to your Store (including biography, branding image/s, listings) it becomes available in the public domain. Lilo has no control over who sees it or what anyone does with this content.
- g. You accept all risk and responsibility for determining whether any Content is in the public domain and not confidential.

## 08. General terms for all listings

- a. You agree that:
  - i. You have read the Lilo Sellers Guide before listing an Item.
  - ii. Any Items you list for sale on the Marketplace are not listed on any other platform including social media for sale.
  - iii. You are only listing Items that meet Lilo's criteria in the Lilo Sellers Guide.
  - iv. Your listing is accurate, current, complete and an honest and detailed description of your Item.
  - v. You are only listing Items that are within your physical possession.
  - vi. You will not list an Item that may be considered a replica, counterfeit, inauthentic, illegal, obscene, abusive, threatening, defamatory, invasive of

privacy, infringing of intellectual property rights, health hazard, or a stolen Item.

- vii. Your listing must include at least two photographs of the Item, except for when the listing is for a bundle of Items, in which case, each Item must be clearly visible in at least one photograph.
  - viii. You will provide quality photography that accurately represents the Item in person. A brand image is only allowed as a secondary photo.
  - ix. You have accurately inspected your Item for any flaws before listing it for sale on the Marketplace (including but not limited to checking all seams, buttons, zippers, velcro, and hems on clothing, footwear, accessories and linen; and making sure all book pages and puzzle pieces are intact and not damaged).
  - x. Items must not have any sharp, broken, chokable pieces that are dangerous to babies or children under 12 years of age.
  - xi. All Goods are listed for sale at a fixed price which includes GST (if you are GST registered).
  - xii. Your Item sale price includes associated shipping costs.
  - xiii. Your listing description includes the shipping price amount.
  - xiv. Your listings may only include text descriptions, photos and other content relevant to the sale of that Item only.
  - xv. If the Item has a size (for example, clothing, footwear, linen, hats) you must include the size in the listing title.
  - xvi. The Item is listed in the most applicable category and sub-categories.
  - xvii. Where the listing requirements are not complied with, Lilo may require such Items to be removed from the Marketplace.
  - xviii. Listing of any sort does not change your ownership of the copyright in it. Lilo has no claim over it and they will not protect your rights for you.
  - xix. You understand that you are personally responsible for your breach of someone else's intellectual property rights, defamation, or any law, which may occur as a result of any content listed by you.
- b. Price reductions may only be made after the listing has been live for at least 28 days.
  - c. All Sellers items are set up with a combined shipping discount code of 10% that is applied when a customer purchases two or more items within the same order.
  - d. You may choose to opt out of the combined shipping discount or change the percentage at your discretion by sending a request to Lilo.
  - e. You can delete your listings from the Marketplace at any time. If you delete your listings they will be gone and cannot be retrieved or reactivated and would need to be added into the system again.
  - f. To activate a new promotional code you must notify Lilo by sending a request at least 48 hours prior to the time you want the code to be Live. Lilo will activate your code against your listings and inform you via email when the request has been completed.
  - g. Lilo highly recommends that you add your listings from a computer and that you view your listings once live to make sure they are accurate and error-free.
  - h. If you add listings via a mobile device, Lilo cannot guarantee that the listing will be error-free and highly recommend that you review your listings once live on the Marketplace to make sure they are accurate.
  - i. You may not include the following information in a listing:
    - i. Keywords or words which are irrelevant to the Item listing.
    - ii. The logo or trademark of any organisation other than yours.
    - iii. Inaccurate, false or misleading information.

iv. Hyperlinks.

## 09. Listing terms and requirements for clothing, shoes and accessories

- a. Lilo accepts sizes from premature/newborn to children's size 12.
- b. Lilo accepts all brands of clothing, footwear and clothing accessories labelled for babies and children as long as they are in a good condition and reasonably fit for purpose
- c. Lilo does not allow the sale of clothing or footwear with rips, mould, severe damage or, missing or broken buckles, zippers, shoe laces, velcro, or any other missing parts that means the Item no longer functions for use as intended and is no longer reasonably fit for purpose.
- d. Lilo allows the sale of goods where there may be a minor hole less than 1cm diameter and does not affect the use of the Item. In this case the flaw must be described in the listing description and a photograph of the flaw included and depending on the size of the flaw, the clothing condition must only be either Good Used Condition or Play Condition.
- e. Missing buttons or domes should be replaced before listing but in the case where they are missing and have no effect on the function of the Item, the missing Item must be noted in the listing description.
- f. Any Item with a children's name must be removed or blacked out and be noted in the listing description.
- g. Lilo considers the following Items as examples of accessories: bibs, hats, cloth nappies, headbands, backpacks, handbags, sunglasses, belts and suspenders, gloves and mittens, and aprons.
- h. You must correctly select the right 'clothing condition' for your Item.
- i. If a clothing Item does not match its tag size, you must list it as the size you best think it is and note the size discrepancy in the listing description.
- j. If you consider the Item to be Very Good Used Condition, Good Used Condition, or Play Condition you must accurately describe the flaws in the listing description and where possible include photographs of the flaw/s.
- k. All clothing and linen Items, and fabric based accessories (for example hats, gloves and cloth nappies) must be washed and/or sanitised before they are sent unless they are being sold as Brand New With Tags.
- l. It is best practice to wash and/or sanitise footwear where appropriate and you are required to include in the Item description where footwear have either been:
  - i. Washed and/or sanitised, or
  - ii. thoroughly wiped inside and out, or
  - iii. spot cleaned.

## 10. Listing terms for all other Items

- a. Lilo allows the sale of books, puzzles and children's accessories such as:
  - i. Picture and story books.
  - ii. Jigsaw puzzles and card games such as peg puzzle boards, frame tray puzzles, cardboard puzzles, and memory or flash cards.
  - iii. Linen such as baby and children towels, bed linen, and commercially manufactured muslin wraps, swaddles and sleep sacks.
  - iv. Commercially manufactured tableware such as cutlery, plates, drinking cups and lunch boxes.

- b. All Items must be in a clean and good working order with no loose, damaged or missing pieces or parts.
- c. Any children's names on the Item must be removed or blacked out.
- d. Lilo does not allow the sale of other baby or child related goods, including, but not limited to:
  - i. Toys
  - ii. Home-made swaddles, wraps and sleepsacks.
  - iii. Furniture such as cots, bassinets, chairs, tables, prams, change tables.
  - iv. Baby/toddler Items such as potties, car seats, capsules, baby bottles or sippy and drink bottles.
  - v. Electronic Items such as breast pumps, lamps, baby monitors.
  - vi. Play equipment such as bicycles, swings, slides, helmets.

## 11. Listing moderation

- a. You agree that Lilo can review your listing at any time.
- b. You agree that Lilo can enquire by email if they deem your listing is vague, inaccurate or misleading and that you will respond to their enquiry.
- c. You agree that Lilo can request you to update or add additional information to your listing where they may find it to be inaccurate, vague or misleading.
- d. You give Lilo the permission to update any errors in your listing including, but not limited to spelling, brand, or category information without requesting permission from you.
- e. You agree that Lilo reserves the right to remove any listings that they do not believe fits within their criteria, at their sole discretion. Lilo may notify you by e-mail of any listings removed. You will not replace any listing removed by Lilo.

## 12. Packaging, shipping and delivery

- a. Items will only be sold and shipped within New Zealand.
- b. You are responsible for packaging up sold Items in a manner that maintains the condition of the Item described in the listing.
- c. You agree to ship an order no later than 2 business days after the transaction of the sale has been made. Failure to do so is a breach of this contract.
- d. You will send all Items as a tracked parcel through a NZ courier service.
- e. You will upload the tracking number to your vendor dashboard when the courier is booked so that Lilo and the Buyer are notified of dispatchment and the tracking information.
- f. You are required to inform Lilo if the Buyer has chosen urban shipping but has an rural address so they can communicate with the Buyer about the additional postage cost.
- g. If the Buyer's address is considered Urban or Standard with one courier service but considered Rural with another, Lilo will not contact the customer and you are still required to send the Item within the price paid by the Buyer.
- h. If some unexpected, exceptional circumstance occurs where you are prevented from shipping the Item, you must notify the Buyer and Lilo within 24 hours of the sale transaction so that a total refund can be paid to the Buyer. The success fee charged by Lilo will not be refunded.

- i. You and a Buyer may arrange for personal delivery or collection of the Item/s directly from you. This arrangement is solely between you and the Buyer. Lilo accepts no responsibility for liability for receipt of the Item/s by the Buyer.
- j. You will provide information to Lilo in respect of any claim for non-delivery and any dispute as to payment, so as to enable Lilo to identify the possibility of fraud.
- k. If at any time a Buyer notifies you of delayed or lost shipping, you will investigate immediately and tell the Buyer that you are doing so, what you are doing, and work with them to resolve the shipping issue.
- l. If a Buyer has not received their Item within fifteen business days from the day of collection, and the Item is deemed lost in transit, you will provide the Buyer with a full refund. This is a condition of your contract with Lilo because their reputation, as well as yours, is at stake in those circumstances.

### 13. Fees, Payouts, Refunds and Tax

- a. Lilo sellers can choose from one of two monthly subscription plans. The plans are The Mum Plan for \$3.20 or the Side Hustle Plan for \$5.00.
- b. Monthly subscriptions are charged to the Seller's chosen debit or credit card on the same day each month based on the date of the first subscription being created by the Seller.
- c. Subscriptions can be cancelled at any time by emailing hello@shoplilo.co.nz.
- d. There is no charge for listing an Item for sale on the Marketplace.
- e. Lilo charges a successful selling fee (success fee) of 11% that is applied to the total Item cost (Item sale price and shipping costs) when a purchase is made.
- f. Lilo's fee is payable on demand. You irrevocably authorise Lilo to deduct the fee from sums paid to Lilo by your Buyer.
- g. All fees are inclusive of GST.
- h. Success fees charged by Lilo will not be refunded for sales processed.
- i. Payouts are made weekly and bank transferred from Lilo's bank account to your nominated New Zealand bank account each Wednesday.
- j. Payouts will be paid out for any completed sale transactions (post shipment and tracking information inputted into the Seller dashboard) made during the Monday to Sunday period prior to that Wednesday.
- k. Lilo has sole discretion to at times put a hold on payouts based on certain factors. This may include, but is not limited to, the sale of an Item over \$80, for up to four days after the delivery of an Item to ensure that the Buyer's satisfaction and protection of replica or any other misrepresentations of the Seller. The Seller's payout will be released after the holding period if Lilo is not alerted of any issues with the purchased Item.
- l. Lilo will send you a summary of the payouts for completed sale transactions via e-mail on each Thursday.
- m. If Lilo does, or could earn interest on any cash balance in their control for the period between payment by a Buyer and payout to you, they are free to keep that interest and have no obligation to account for it to you.
- n. You acknowledge and agree that you have the responsibility to pay and comply with all applicable taxes and laws for any transactions that have resulted from your use of the Marketplace.
- o. Where Lilo requires a Seller to provide a refund to the Buyer, Lilo will invoice the Seller for that amount and refund the money to the Buyer.
- p. Any offer to buy or sell outside of the Marketplace carries the potential risk of fraud for both the Buyer and Seller, and as such are strictly not protected by this Agreement.

Additionally, these offers may be an attempt at avoiding Lilo success fees. This is unfair to other registered Sellers on Lilo and violates the Agreement and will result in account cancellation/termination. You must not exchange personal information or engage in transactional activity with another member in any manner to avoid the success fee or the Lilo checkout process.

#### 14. Temporarily closing your Store (going on Holiday/Sick)

- a. You can temporarily deactivate your Store Page and listings at any time (this means your account is still active and the listings exist in the dashboard). You are responsible for unpublishing your listings. If you wish for Lilo to make your Store Page invisible, you must notify Lilo by sending an email at least 48 hours before the time you require your Store Page to be deactivated. Lilo will confirm via email that it has been deactivated. You will need to email Lilo to request for your store to be reactivated.

#### 15. Closing your Store or transferring it to another person

- a. You may close-down your Store at any time, for any reason by sending a request.
- b. You are required to notify Lilo at least 48hours in advance of when you wish to close your Store and terminate your Seller account.
- c. You agree to send any Items sold between the time of request and the removal of any listing(s) and the closure of your Store.
- d. Lilo will notify you by email when your Store has been closed and that you no longer have access to your Seller account.
- e. A Store may be transferred to another user as long as written permission is granted by Lilo. That user must register and be accepted by Lilo as a Seller.
- f. If a Store is to be transferred to another user, all active listings must be deactivated or removed before the transfer to ensure no purchases are made by a Buyer during the transition.

#### 16. Consignment Guidelines

- a. If you chose to offer a consignment service on your Store biography, you agree that:
  - i. You have full responsibility of handling any consignment sales including all communications, listing, sales and payments.
  - ii. Lilo is not responsible, has no involvement and makes no representations or warranties as to, and has no responsibility or liability with respect to communications, transactions, interactions, disputes or any relations whatsoever between the parties (consignor and consignees).

#### 17. Buyer disputes, complaints and Seller performance

- a. If you fail to ship an Item, your account and any of your active listings may be suspended or removed from the Marketplace at Lilo's sole discretion. You may request that your account and listings be re-activated, which Lilo may also do at its sole discretion acting reasonably.

- b. If a Buyer raises the issue where an Item purchased does not look or meet the condition in the sale listing you are required to respond and communicate with them promptly and use your best endeavours to resolve any dispute. Any disputes between you and any Buyer will be your responsibility to resolve. Lilo shall not be responsible, has no involvement and makes no representations or warranties as to, and has no responsibility or liability with respect to communications, transactions, interactions, disputes or any relations whatsoever between you and any Buyer.
- c. Lilo requires a Seller to refund the full amount to the Buyer where Lilo believes that the listing was misleading, inaccurately described, or incorrectly listed. In this circumstance, Lilo will not refund the success fee to the Seller.
- d. If a Seller receives multiple complaints or if in Lilo's reasonable discretion they believe that your performance as a Seller negatively impacts their reputation and its community of Sellers, they have full right acting reasonably to deactivate your account, remove your active listings and Store from the Marketplace.

## 18. Breach of terms and termination

- a. If you are in breach of any terms of this agreement, or where Lilo reasonably considers it appropriate, Lilo may restrict, suspend or terminate your use of or access to the Marketplace, without notice or liability to you and in its sole discretion, including cancelling any orders, and removing your Store and listings. Lilo may take technical or legal steps to keep a Seller off the Marketplace and refuse to provide Services to a Seller. Further, any suspected fraudulent, abusive, or illegal activity, including violations of the Agreement and any additional Lilo policy, may be referred to appropriate law enforcement authorities or other appropriate third parties.

## 19. Copyright and Other Intellectual Property Rights

- a. All Content on your Store Page including your listings are the property of you.
- b. All Content on other Store Pages are the property of those Sellers.
- c. All other Content on the Marketplace is the property of Lilo. It is all protected by international copyright laws.
- d. You may not copy, modify, publish, transmit, create derivative works from, or in any way exploit any of the Content, except as is expressly permitted in this Agreement or with Lilo's written consent.
- e. You should be aware that copyright exists in compilations and graphic images, shapes and styles, as well as in raw text.
- f. If you are provided with a copy of Lilo's logo for your marketing and social media purposes, you agree that it comes in good faith that you do not do anything defamatory, illegal with it, or anything that may cause reputable damage or negatively impact Lilo.

## 20. Interruption or closure of the Marketplace

- a. Lilo gives no warranty that the Marketplace will be satisfactory to you.
- b. Lilo provides their Marketplace and its Services on an 'as is' basis.
- c. Lilo works hard to ensure the security and performance of the Marketplace but Lilo does not guarantee that the Marketplace will be 100% secure, uninterrupted or error-free.

- d. You acknowledge that Lilo's Service may also be interrupted for reasons beyond Lilo's control.
- e. Lilo will do all it can to maintain access to the Marketplace for you and/or Buyers, but it may be necessary for Lilo to suspend all or some of its Services at times for repairs, maintenance or other good reasons. Lilo will use its best endeavours to notify you but may suspend Services without telling you first if the reason is urgent.
- f. You agree that Lilo is not liable to you for any loss whether foreseeable or not, arising as a result of interruption to their Service.
- g. Lilo has full discretion to permanently close-down the Marketplace website at any time. Lilo will do their best to give you at least two weeks notice before any closure but maintain the right to close it urgently and without notice. If this situation arose, you agree that you will fulfil any sales and send Items to Buyers that were made prior to the closure.

## 21. Ownership of content and licence to use content

- a. You give permission for Lilo to use your logo and listing images for promotional purposes such as advertising and social media content.
- b. You retain ownership of your Content and nothing in these Terms is intended to claim ownership of your Content or to restrict your ability to use your own Content.
- c. You give Lilo a licence or right to use your Content so they can provide their Marketplace. Under this licence you grant Lilo an irrevocable and worldwide licence to use, store, display, and save your Content in any manner and on any media or platform, including that owned and operated by Lilo or other third parties they may work with, to promote and improve the Marketplace, including for the purposes of making improvements to their Services and for other internal and business purposes. This licence continues even if you stop using the Services or delete content from your account. You confirm that you have the right to grant this licence to Lilo.

## 22. New Zealand Consumer Law

- a. The Seller shall agree to comply with all relevant New Zealand laws including but not limited to the Contracts and Commercial Law Act 2017 and the Consumer Guarantees Act 1993

## 23. Covid-19 Guidelines

- a. No Items are to be sent whilst you or a member of your household is during the NZ Government Covid-19 mandatory isolation period.
- b. If you or a household contact has confirmed positively you agree that you will notify Lilo so they can temporarily remove your Store Page and listings while you and/or your household contact completes the NZ Government Covid-19 mandatory isolation period.
- c. If an Item is purchased between the time that you notified Lilo of your Covid-19 isolation and the time your listings were deactivated, Lilo will work with you to inform the Buyer that their purchase will be sent after the isolation period or be provided with a refund.

## 24. Dispute Resolution

- a. In the event of a dispute between Lilo and you the Seller, the parties shall attempt to use their best endeavours to resolve such dispute or difference in the spirit of cooperation and goodwill. If the parties are unable to resolve the dispute themselves within a period of 10 days from the date the dispute arose, then the parties agree to participate in mediation.
- b. The mediation shall be conducted by a mediator and at a fee agreed by the parties.
- c. If the parties are unable to agree on a mediator within 15 days of agreeing to participate in mediation then a mediator will be appointed by the President for the time being of the Arbitrators and Mediators Institute of New Zealand Incorporated. Failing mediation being successful within 15 days after the mediation, the parties shall submit to the arbitration of a single arbitrator to be agreed or failing agreement to be appointed by the President for the time being of the Otago Branch of the New Zealand Law Society and conducted in accordance with the Arbitration Act 1996 or any then statutory provisions relating to arbitration.

## 25. Communications

- a. You agree that all Lilo's electronic communications satisfy any legal requirement that such communications be in writing.
- b. Any communication to be served on either of you the Seller or Lilo by the other shall be delivered by hand or sent by express post or recorded delivery or by e-mail.
- c. It shall be deemed to have been delivered:
  - i. if delivered by hand: on the day of delivery;
  - ii. if sent by post to the correct address: within 72 hours of posting;
  - iii. If sent by email to the address from which the receiving party has last sent email: within 24 hours if no notice of non-receipt has been received by the sender.

## 26. Miscellaneous Matters

- a. So far as any time, date or period is mentioned in this agreement, time shall be of the essence.
- b. If any term or provision of this Agreement is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.
- c. Any obligation in this Agreement intended to continue to have effect after termination or completion shall continue.
- d. No failure or delay by any party to exercise any right, power or remedy will operate as a waiver of it nor indicate any intention to reduce that or any other right in the future.
- e. Lilo shall not be liable for any failure or delay in their performance of this Agreement which is caused by circumstances beyond their reasonable control, including any labour dispute.
- f. In the event of any conflict between any term of this Agreement and the provisions of the constitution of a limited company or any comparable document intended to regulate any other corporate or collective body, then the terms of this Agreement shall prevail.

- g. The validity, construction and performance of this Agreement shall be governed by the laws of New Zealand.