

Terms of service shumee.eu

Version valid from 24.08.2022

General provisions - definitions

1. In these terms and conditions of the "Shumee" service, hereinafter referred to as "Terms and Conditions", the following terms shall be understood to mean:
 - a) **"Shumee"** - Shumee S.A., with its registered office in Łódź, Al. 1 Maja 31/33 lok 6, 90-739 Łódź, entered in the Register of Entrepreneurs of the National Court Register under No. 628881, whose registration files are kept by the District Court for Łódź-Śródmieście in Łódź, XX Economic Division of the National Court Register, share capital 300 000,- PLN (paid in full), NIP 725-214-08-27, REGON 364985130, e-mail address: info@shumee.pl,
 - b) **„Marketplace"** - an online sales platform that gives the seller the opportunity to conclude a sales contract with the buyer including, in particular:
 - a. AboutYou
 - b. Allegro.pl
 - c. Alza.cz
 - d. Amazon
 - e. Aukro.cz
 - f. cDiscount.com
 - g. Objective.ro
 - h. Ceneo.pl
 - i. Douglas
 - j. eBay
 - k. eMAG
 - l. EMPIK
 - m. ERLI
 - n. Kaufland
 - o. Mall
 - p. Apricot
 - q. Okazii
 - r. Shopee
 - s. Wayfair
 - t. Wish
 - u. Zalando
 - c) **Final Customer"** - natural or legal person with whom a sales contract will be concluded via the Marketplace
 - d) **„Commission"** - remuneration dependent on the Partner's sales level
 - e) **„SKU"** - goods which can be the subject of a sales contract
 - f) **„Market"** - the country in which the Marketplace operates
 - g) **„Service"** - service available at <https://shumee.eu> together with the dashboard available at <https://panel.shumee.eu/dashboard/>.
 - h) **„Partner"** - entity contracting with Shumee for the provision of services
 - i) **„Price list"** - <https://shumee.eu/pl/cennik-uslug/>

- j) **"Billing Period"** - the period of time for which the service fee is charged. The billing period starts on the first day of a calendar month and ends on the last day of the
- k) **Subscription** - fee based on the number of SKUs that will be subject to Shumee services
- l) **Feed** - a file enabling data exchange between the Affiliate and Shumee on the SKU.

I. Conclusion of contract

1. The contract between Shumee and the Partner is concluded electronically by completing the registration form on the site, accepting the Terms and Conditions, Privacy Policy.
2. By concluding the agreement, the partner declares that:
 - a) is duly authorised to conclude the Agreement
 - b) provides the correct data and holds all legally required consents for the activity, if any
 - c) is solely responsible for the accuracy and authenticity of the data provided
 - d) authorises you to conclude contracts with the Marketplace for his account and on his behalf

II. Scope of services

1. As part of the operation of the Service, Shumee undertakes to provide services related to the launch of sales on selected Marketplaces.
2. Services include, in particular:
 - a) creation and verification of an account on the indicated Marketplace
 - b) a presentation of the rules and charges associated with selling on a marketplace
 - c) translation of descriptions and listing of products on the designated marketplaces
 - d) Marketplace end customer service via
 - a. e-mail addresses agreed with the partner
 - b. internally embedded Marketplace messaging
 - e) Establishment and implementation of Delivery Pricelists
 - f) assistance in establishing an effective pricing strategy
 - g) technical assistance in the configuration of downloading orders
 - h) additional logistics services provided by Shumee
3. The scope of the services, in particular the selection of Markets and Marketplaces on which the services are to be provided, is defined by the Partner.
4. In order to activate the services on a given platform, the Affiliate is required to complete a form available in the Customer Panel.
5. Shumee undertakes to verify within two working days the correctness of the completed form and to inform you of the necessary corrections, if any are required.

III. Partner's responsibilities

1. In order to launch the services on a given Marketplace, the Affiliate undertakes to complete the form available in the Customer Panel. The scope of the data varies from Marketplace to Marketplace.

2. Based on the data entered by the Partner, Shumee undertakes to complete the registration form on the respective Marketplace. Some of the Marketplaces require additional verification by the Marketplace and by providing additional documents or making an activation transfer. If the Partner needs to provide additional documents or make a verification transfer, it will be informed in real time.
3. The Affiliate undertakes to provide all necessary data for the launch of the Marketplace without undue delay and confirms the correctness of the data provided.
4. In the form indicated, the Affiliate undertakes to provide the Feed in any format with the following conditions:
 - a) The feed will contain all the necessary data for listing products on the Marketplace:
 - a. min. 3 photos of the SKU, including one on a white background. For Zalando and AboutYou, 5 photos for each SKU, including the first on a white background.
 - b. product description
 - c. Product name
 - d. SKU code
 - e. EAN code
 - f. SKU price for end customer
 - g. stock SKU
 - h. product category
 - i. manufacturer / brand / company name
 - j. weight
 - k. width
 - l. length
 - m. height
 - b) Feed will be updated continuously
 - c) Feed will be prepared for each Marketplace separately
 - d) If the feed is prepared by the Affiliate in the shumee or XML format of Ceneo or Google Shopping, the onboarding fee will be charged according to the standard price list. If the Partner prepares the feed in a format other than those listed above, the onboarding fee will be charged according to the non-standard price list.
6. The Affiliate agrees that, upon confirmation by shumee, it will prepare and transmit in email communication a Feed in the agreed format, which will contain the SKUs to be issued by shumee on the respective Marketplace.
7. The Affiliate undertakes to state the purchase price for the End User Customer in the Feed, and declares that it is understood by the Affiliate that this price will apply to it when processing the End User's Order.
8. The Affiliate declares that it has the right to dispose of all materials, including, in particular, copyrights and has trademark rights with respect to the materials provided in the Feed.
9. In the event that the Partner fulfils Orders placed by End-customers using its own means of transport, it shall determine and communicate to Shumee the prices that the End-customer shall pay for the use of delivery.
10. The Affiliate undertakes to fulfil the Orders on time, in accordance with the declarations agreed on the Marketplace
11. The Partner undertakes to change the status of the Orders in accordance with their current status and to complete the numbers of the shipments sent.
12. The partner will inform Shumee immediately of:
 - a) existing delays in processing Orders

- b) cancellation of Orders, together with an indication of the reason for cancellation of the Order
 - c) technical problems related to the proper functioning of Feed
13. The partner undertakes to pay the Marketplace on time.
 14. The partner is responsible for Marketplace billing.
 15. In the case of Zalando and AboutYou, the Partner will be obliged to use the courier companies designated by Shumee, depending on the market in which the sales will be made.
 16. Bearing in mind the rules of Zalando and AboutYou, the Affiliate accepts the return of full-priced Goods sold on Zalando and AboutYou within a period of 115 days from the date of purchase of the Goods by End-Customers on these platforms.

IV. Remuneration

1. Shumee will be entitled to remuneration for the services provided. The remuneration consists of three components:
 - a) a fixed monthly remuneration, depending on the Subscription chosen
 - b) commission - dependent on the sales level of the Partner and the respective Marketplace.
 - c) remuneration for additional services - depending on the agreed scope of services and the number of services provided in a given month
2. The monthly remuneration is calculated according to the items of the Price List available at: <https://shumee.eu/pricing/>.
3. The value of the commission depends on the Partner's sales level. The Partner's sales level is calculated on the basis of the Orders placed by End-Customers on the Marketplace in a given billing period and is the sum of their values. The commission is calculated on the basis of the net value (excluding value added tax) and minus the value of Orders returned in a given month. In the case of Zalando and AboutYou, an additional commission is charged for the handling of returns included in the Price List.
4. Payment and when the invoice is issued depends on the type of remuneration.
5. Fixed monthly remuneration is payable in advance for each month started. The first payment shall be made after the first transaction has been made by the End-Customer, on any of the platforms selected by the Affiliate, pro rata to the Billing Period. In the event that the Affiliate exercises its right of termination before the first transaction has been made, the Affiliate will be required to pay the equivalent of 3 months' subscription, in accordance with the applicable rates.
6. The commission is payable in arrears on the basis of an invoice issued by Shumee by the 10th of each month.
7. Remuneration for additional services is payable in arrears on the basis of an invoice issued by Shumee by the 10th of each month.
8. The Partner agrees to the issuing and receiving of electronic invoices, to the e-mail address indicated when filling in the registration form.
9. Shumee's remuneration does not include the remuneration payable to Marketplace, in accordance with the agreements concluded with the exception of Zalando and AboutYou.
10. The Affiliate is obliged to attach the Feed when filling in the registration form, no later than 14 working days after filling in the form. In the event of failure to provide the Feed, the Affiliate will be charged a contractual penalty of 1 month's subscription in accordance with the Price List.

V. Responsibility

1. Shumee is not responsible for:
 - a) refusal to open an account in the relevant Marketplace
 - b) discontinuation of the Marketplace
 - c) blocking by the Marketplace of the use of the Marketplace
 - d) availability of Marketplace
 - e) correct execution of Orders by the Partner
 - f) erroneous calculation of the purchase price of the SKU by the Final Customer by the Partner
2. Shumee is responsible for:
 - a) exercising due diligence when listing on the Marketplace
 - b) ongoing updating of stock levels and prices of products available on the Marketplace on the basis of the Feed file reported by the Partner
 - c) Immediate updating of business parameters such as supply price lists on the basis of a notification from the partner
 - d) Timely handling of end customer enquiries
- 3 For the avoidance of doubt, Shumee declares that:
 - a) is not a party to the contracts concluded between the Affiliate and the Marketplace, with the exception of sales on Zalando and AboutYou.
 - b) is not a party to the agreements concluded between the Partner and the Final Customer
 - c) has no direct influence on decisions made by the Marketplace relating to the Partner's activities on the Marketplace, including, in particular, the suspension of the Partner's activities on the Marketplace, termination of the cooperation agreement or other equivalent events

VI. Duration

1. This contract is concluded for an indefinite period.
2. Either party may terminate the agreement with three months' notice, without specifying reasons. In the event of termination by the Partner, Section IV, subsection 5 of the Rules shall apply.

VII. Amendment of the Rules of Procedure

1. Shumee shall have the right to unilaterally amend the Terms and Conditions in accordance with the provisions of this paragraph and only in the event of the occurrence of one of the following reasons:
 - a) Shumee's introduction of new services, thematically related to the scope of services
 - b) expansion of the Service's capabilities
 - c) changes in the law which make it necessary to adjust the provisions of the Terms and Conditions to them, such as in particular changes to the provisions on: consumer protection, provision of electronic services, protection of personal data.

2. In the event of the occurrence of one of the above-mentioned causes, the Rules may be amended to the extent that is necessary in view of the cause.
3. If the above right is exercised, Shumee will send to the Partners, at the e-mail addresses they have provided to Shumee, information about the planned change to the Terms and Conditions, together with a link leading to the new content of the Terms and Conditions. The information will be sent to the Partners at least 14 days prior to the effective date of the planned changes.
4. If the Partner does not agree with the planned changes, he may terminate the agreement for setting up an Account. If the Affiliate does not terminate the agreement for setting up an Account before the date of entry into force of the new version of the Terms of Use, then the new version of the Terms of Use becomes binding for the Affiliate on the date indicated as the date of entry into force of the new version of the Terms of Use.

VIII. Processing of personal data

1. The rules for the processing of the Partner's personal data are set out in the Privacy Policy.
2. The Parties undertake to keep confidential any information constituting a business secret of the other Party, which comes into the possession of the respective Party in connection with the conclusion and execution of the Agreement. In particular, the Partner undertakes to keep confidential any information relating to the principles of operation, functionality and terms of Shumee's commercial offer. The obligation of confidentiality shall apply for the entire duration of the Agreement and for as long as the information has economic value for the Party, in any case no less than 3 years after the expiry or termination of the Agreement, regardless of the reason. Each Party guarantees the confidentiality of its employees and associates and other persons to whom the data has been made available.

IX. Final provisions

1. The Terms and Conditions are governed by Polish law. Any disputes arising out of or in connection with the Terms and Conditions shall be settled by the common court having jurisdiction over Shumee's registered office.
2. The Affiliate shall not be entitled to assign any right under the Agreement to any other entity without Shumee's prior consent in writing on pain of nullity.
3. The Partner grants Shumee the exclusive right to sell and service sales of the Partner's products on selected platforms during the contract period. If the Partner sells products on platforms serviced by Shumee, bypassing Shumee during the contract period - Shumee will charge the Partner a contractual penalty of three times the Partner's subscription fee.