



Twig Seller Terms

Effective date: 28th June 2021

Welcome on board to Twig.

These are the terms and conditions on which we will buy and you will sell Products to us.

Please read these Terms carefully.

By swiping right to "Cash Out" and then clicking "Confirm Sale" you indicate you have read and understand these terms (the "**Terms**"). You also indicate you are happy to sell your Products to us on the basis of these Terms; we can only buy your Products from you if you agree to be subject to these Terms. If you do not accept these Terms, do not click "Accept Value" and do not sell your Products to us.

These Terms tell you who we are, how we will buy your Products from you, how you and we may change or end the contract, what to do if there is a problem, and other important information.

1. What some words mean

1.1. **App:** the Twig mobile application.

1.2. **Payment Card:** An active debit or credit card in your name with a third party bank or financial institution, which you provide us with details of, when selling us the Products.

1.3. **Contract Summary:** the summary sent to you by us via email, summarising the details of the Product, the Price and our key assumptions made in offering the Price to you.

1.4. **E-money Account:** your e-money account which is provided by PayrNet Limited and governed by the [PayrNet Terms and Conditions](#).

- 1.5. **Price:** the price for the Products, as set out in the Contract Summary, which has been assessed based on our key assumptions as set out in the Contract Summary.
- 1.6. **Products:** the goods (or any part of them) being sold by you and purchased by us as set out in more detail in the Contract Summary.
- 1.7. **Us:** means DIEM Group Ltd, trading as Twig.
- 1.8. **You:** means you, the seller of the Product and account holder with us, whose details are set out in the Contract Summary.

2. Information about us and how to contact us

- 2.1. We are DIEM Group Ltd (trading as Twig) a company registered in England and Wales. Our company registration number is 12685476 and our registered office is at 69 Wilson Street, London, United Kingdom, EC2A 2BB. Our registered VAT number is 378217472.
- 2.2. **How to contact us.** You can contact us by writing to us at support@twigcard.com, or at 69 Wilson Street, London, EC2A 2BB.
- 2.3. **How we may contact you.** If we have to contact you, we will do so by telephone or in writing via the email or postal address you have provided to us.

3. Our contract with you

- 3.1. In order to use the Twig service, and sell Products to us, you must first create an account on the Twig App. You consent to an E-Money Account being opened in your name. Please see our [Privacy Policy](#) for details of how we use your personal data at a time of creating an account and anytime thereafter when contacting us or selling your Products to us.
- 3.2. You are responsible for keeping your personal details on your Twig account up to date. You can update these at any time via the App. Please contact us at support@twigcard.com should you need help with updating your details.
- 3.3. Our contract is formed with you, which incorporates these Terms, when you click "Confirm Sale". Thereafter, these Terms will apply to our relationship with you.
- 3.4. When you click "Confirm Sale" in the app, you are confirming the sale of your Products to us. We will confirm our acceptance of the sale, at which point the title of your

Product will transfer to us. All products must be fully owned by you and not be subject to any hidden debts or security interests. Our purchase of the Product will be governed by these Terms. If we are unable to accept your sale request, we will inform you of this and will not buy your Product or transfer you the money for the Product.

- 3.5. You grant us a non-exclusive, unconditional, worldwide, irrevocable, perpetual, and royalty free licence to use, copy, publish, reproduce, distribute to third parties, adapt, re-format, modify, translate, licence (Including sub licence), assign, transfer and exploit any content, including without limitation images, photographs, sounds, text or information that you provide to us or create on the App in connection with the operation of our business.

4. Selling Your Products to Us

When Selling your products to us you have two options for receiving the proceeds of your sale (Price):

4.1. Option 1

Immediate payment of the Price (subject to section 6. below) to your E-money Account. You will need to send the Product to Us by the next working day following the day on which the sale was confirmed (Every day of the week is considered a working day other than Sunday) using either the prepaid postage label from the App or arranging for a courier to collect the Product within 24 Hours.

If you elect this option, we shall be entitled to place a pre-authorisation over your Payment Card in accordance with 6.2 below.

4.2. Option 2

The proceeds of the sale will be credited as a pending transaction to your E-money Account. These funds shall not be available for your use until we have received the product and verified the details in 4.3 below to our satisfaction.

If you elect this option, we shall not place a pre-authorisation over your Payment Card in accordance with 6.2 below. However, you must deliver the Product within fourteen (14) days of clicking "Confirm Sale". If the Product has not arrived within fourteen (14) days, the transaction will be cancelled in accordance with 6.3 below.

- 4.3. You will confirm the details of the Product requested by the App, including its brand, category, name, and condition to us. These details will be accurate and a true reflection of the Product. You acknowledge that our Price is based on the information that you have provided to us and the key assumptions as set out in the Contract Summary.

- 4.4. Once we have sent you our confirmation of our acceptance of your offer to buy your Product from you, we will be deemed to have bought the Product from you. That means that we own the Product and title in the Product will pass to us immediately. We will then pay the Price to you in accordance with the Terms.
- 4.5. You will then have to deliver the Product in accordance with Option 1 (4.1) and Option 2 (4.2) to Twig, Synergy Retail Logistics, Ravens Way, Northampton, NN3 9UD. Risk in the Product will pass to us when you have posted the Product (but only if you have obtained and can show to us when asked proof of postage or collection (if courier has been selected)).

5. The Products

- 5.1. You must ensure that the Products reflect the description and details you have submitted to us.
- 5.2. After you agree to sell a Product to us, you may download a prepaid postage label from the App. You will bear the cost of packaging the Product and using different methods of delivery such as a courier.
- 5.3. When sending the Products to us, you shall:
 - (a) ensure that the Products are properly packed and secured in such manner as to enable them to reach us in good condition;
 - (b) obtain and retain a proof posting and provide us with a copy upon request;
 - (c) send the Products with insurance cover equal to no less than the Price;
 - (d) send the Products to arrive at Twig, Synergy Retail Logistics, Ravens Way, Northampton, NN3 9UD in accordance with Option 1 (4.1) or Option 2 (4.2).
- 5.4. What we will not buy from you - the Products that you sell to us do not need to be in mint condition, however, we will not buy items with any of the following attributes. This is not an exhaustive list and we may reject Products for any reason at our sole discretion:
 - (i) Stains, marks, blemishes or discolouration
 - (ii) Soiled/dirty

- (iii) Holes & burns/scorching
- (iv) Seconds or Products with manufacturing defects
- (v) Signs of heavy wear/washing such as piling and/or thinning of material
- (vi) Missing or damaged fastenings (eg buttons, zips and other fastenings)
- (vii) Noticeable smell or odour
- (viii) Original brand or laundry label removed
- (ix) Products that have been customised, modified or personalised
- (x) Counterfeit or fake items

Please refrain from selling Products with any of these attributes to us, as we will be unlikely to accept them and it will result in a charge to your Payment Card in accordance with 6.4 below. You will also be liable for return postage costs and fees in accordance with 6.7 & 6.8 below. If you have elected Option 2, we will remove the pending proceeds of the sale from your Twig account.

If the Product is not delivered to us in accordance with paragraph 5.3 above, we will be entitled to exercise our rights under paragraph 6.2 below.

5.5. Products that we believe have been miscategorised, not had their attributes accurately reflected, do not fit into our guidelines for what we do and do not buy, or do not meet the condition level we have described, may have the transaction cancelled with you. We encourage you to read our [guidelines](#) on what we accept to buy and the condition descriptions of a Product before cashing it out. Some non-exhaustive reasons for why we may cancel a transaction as a result of your error may include:

- (a) Pricing an item based on a category that does not represent this Product
- (b) Specifying that a Product is a certain condition level where we do not believe this to be the case
- (c) Supplying a Product that does not accurately reflect the gender, name, brand, material and any other detail that we use to generate the Price
- (d) Products that we have specified that we do not buy
- (e) Children's items (Products with children's sizes or for ages 16 and younger)
- (f) Products where the quality of the photos does not enable us to accurately assess the Product (due to poor lighting, blurring, bad focus, not being able to see a

substantial part of the item, not being able to see the brand, not being able to read the label etc.)

Please note that if your actions result in several instances of items being required to be rejected through persistent misrepresentations of the attributes of your products, we reserve the right to reduce your number of cash outs, reduce your cash out limits and in some circumstances to terminate your account.

- 5.6. You confirm that the Products are yours, and that they do not belong to anyone else. That you have good title to the Products and that there is no outstanding debt or security interest in the Product.

6. Price and payment

- 6.1. We shall pay you the Price to your E-money Account which was issued to you by PayrNet Limited when you registered your Twig account. We will pay the Price to you when we buy the Product from you in accordance with the Terms.
- 6.2. If you elect Option 1 under section 4 above (4.1), we will be entitled to place a pre-authorisation on your Payment Card for the amount of the Price. If the Product is not delivered to us in accordance with paragraph 5.3 and has not arrived with us within five (5) days, we will be entitled to take payment of the Price from your Payment Card. Additionally, we will be entitled to take payment of part or all of the Price in the circumstances set out in paragraph 6.3. You confirm that you authorise us to put this hold for the amount of the Price until the Product is delivered to us in accordance with paragraph 5.3. We will release this pre-authorisation if and when the Product is delivered to us in accordance with paragraph 5.3.
- 6.3. If you elect Option 2 under section 4 above (4.2), we will be entitled to cancel the transaction if the Product has not arrived within fourteen (14) days from the date you clicked "Confirm Sale". The time frame may only be extended at our sole discretion.
- 6.4. Under Option 1, if the Product is delivered to us in accordance with paragraph 5.3 but we determine that it does not reflect the description and details you submitted to us, we will notify you via the App that there is a discrepancy. We reserve the right to charge your Payment Card with the amount you received into your Twig account after the sale was confirmed.
- 6.5. Under Option 2, if the Product is delivered to us in accordance with paragraph 5.3 but we determine that it does not reflect the description and details you submitted to us or

the key assumptions, we will notify you via the App that there is a discrepancy. We reserve the right to alter the final amount that we credit your E-money account with.

- 6.6. If you change your mind about selling a Product to us, you may cancel the sale by contacting us via the App or email within fourteen (14) days from the date you clicked "Confirm Sale". If the Product has already been delivered to us in accordance with paragraph 5.3, we will return it to you within seven (7) days to the address listed on your Twig account. If you change your mind, you authorise us to remove the Price from your Payment Card.
- 6.7. If you cancel a sale in accordance with paragraph 6.5 or decline an amended price in accordance with paragraph 6.4 and 6.5, you agree that we may deduct the cost from your Payment Card, related to the return of the Product to you by post.
- 6.8. If we have to deduct money from the pre-authorisation on your Payment Card for any of the reasons set out in paragraphs 6.2 to 6.6, you agree that you will be responsible for a fee of 5% of the Price that we will directly incur as a result of this.
- 6.9. All amounts payable by us to you under these terms are inclusive of valued added tax (VAT), chargeable from time to time. All other taxes, including import taxes, shall be included within the Price. You shall be responsible for payment of all taxes and duties due on the sale of your Product to us, including without limitation, sales tax and VAT.

7. Termination

You may terminate your Twig account at any time via the App or by emailing us.

8. Complaints

We value our relationship with you. In the unlikely event that you have any complaints about how we have dealt with you and/or your account, please contact us at support@twigcard.com and we will take every effort to resolve the matter for you.

9. General Legal Matters

- 9.1. **Entire agreement:** These Terms describe the entire agreement between us regarding the sale of the Product to us by you, and supersede and extinguish any prior understandings or agreements.
- 9.2. **Changes to these Terms:** We may need to change these Terms from time to time. Changes to the Terms will be posted on our website and updated on our App. We will notify you of any material changes to our Terms by sending you an email with details of

the change or notifying you of a change next time you log into your account following a change to these Terms. Changes to the Terms of use will be effective immediately to any future Products you sell to us. If you do not agree to changes to these Terms you can cease using the Twig service. Your continued use of the Twig service will be deemed to constitute your acceptance of all of the new terms. These Terms of use may not otherwise be changed without our written consent.

- 9.3. **Transfer of rights and obligations:** We shall be entitled to transfer our rights and/or obligations under these Terms to another party. Any such transfer will not reduce your rights under these Terms. You may not transfer any of your rights or obligations under these Terms without our written consent.
- 9.4. **Waiver and severability:** If either you or we ignore any breach of these Terms, it does not mean that any further breach cannot be enforced. Similarly, if any part of these Terms turns out to be invalid or unenforceable for some reason, then it will be replaced with a provision which, as far as possible, achieves the same purpose as the original, and the remainder of the Terms will still be binding.
- 9.5. **Resolving disputes:** These Terms of use shall be governed by and interpreted in accordance with the English law. If any party wants to take court proceedings in relation to these Terms, they must do so in England.