

# Cuando Limited Creator Terms & Conditions

These Terms and Conditions apply between the Creator ('you') and Cuando ('we') in connection with the provision of the Service to you by Cuando. Please ensure that you read and understand these terms and conditions before agreeing to them.

By agreeing to these Terms & Conditions you the Creator:

1. Agree to ensure that all information provided about you and your products is and remains true, accurate, current and complete;
2. Acknowledge that you may at any time provide updated information about your products and we will commit to updating the site accordingly, or if you update your details directly on the dashboard we will commit to approving the change as soon as possible.
3. Understand that the charges for the service comprise solely of a Commission fee, as notified to you in writing. The Commission Fee is deducted from the product sale price before payment is made by Cuando to you. It is calculated as a percentage of the value of the total order, excluding the delivery charges, and includes VAT. Cuando shall pay you for the relevant transaction less the Commission Fee every second Friday by Paypal or Electronic Funds Transfer (EFT). Payments will be in Euro. In the case of a refund, Cuando will refund monies paid and received by Cuando in respect of sold Products.
4. Agree to ensure that all imagery, text, video and other content provided to Cuando maintains a high standard of presentation, and that Cuando is entitled to use all such content on our website, at our discretion.
5. Agree that stock availability for all Products will be accurate at all times and to update such stock availability either via the Creator Dashboard or in writing to the Cuando at [info@cuando.ie](mailto:info@cuando.ie).
6. Commit to providing two week's advance notice in writing to the Cuando if you will be away / unable to fulfil orders.
7. Agree that you are solely responsible for ensuring that you fully comply with current VAT regulations and are accounting for VAT correctly.
8. Agree that your products are in full compliance with all product safety and product marking laws and regulations in respect of the manufacture, packaging, marking, certification and delivery of your Products and indemnify Cuando against any liabilities incurred under this clause.
9. Agree that information supplied electronically to Cuando, including any uploaded files, are submitted free from Viruses.
10. Warrant that you are the legal beneficial owner of all IPR in and relating to your Products including photographs, logos, images and copy and that by making your Products available for sale on Cuando, we are not infringing any IPR owned by any 3rd Party involved with or not involved with your business.
11. Commit to the following upon receipt of an order via email & on the Creator Dashboard:
  - a. Fulfilling the Customer order within the timelines outlined on your product page;

- b. Notifying Cuando if there will be any unexpected delay in delivery (e.g. weather).
  - c. Responding to any Customer queries within 24 hours via Cuando email or dashboard.
  - d. Including with all orders the Cuando 'Thank You' Card with order number, and Cuando external sticker so that the customer can identify their order.
  - e. Not using any Cuando Customer information for your own purposes e.g. mailing lists or anything that the customer has not opted into.
  - f. Not including in any means of communication with the Customer any link to other websites or overt promotion of your own website, your own email; or any other means of communication outside of Cuando.
  - g. Providing Customers with a 14 day period from the receipt of a Cancellable Product in which Customers can cancel their order and return the Product for a full refund.
12. Accept that Cuando.ie provides a platform to Creators to sell their goods directly to Customers. At the time of these Conditions, products offered for sale through the Cuando Website are neither owned nor come into the possession of Cuando at any time.
13. Accept that Cuando has absolute discretion as to the look, feel and content of the Cuando Website including all product pages and presentation of Creator Information, as well as the Product/Product range live on the Cuando Website. Products on Cuando.ie are also displayed, at Cuando's discretion, in the single most appropriate category, or in some cases multiple categories.
14. Accept that Cuando makes no promise not to feature similar products on the website.
15. Accept that Cuando shall not be liable to the Creator for any loss of profit or other economic loss, costs, expenses or other claims for consequential compensation whatsoever or for any liability incurred by the Creator to a Customer, or to any other person howsoever, arising from the provision of the Service or otherwise.
16. Accept that Cuando may assign, charge, subcontract or transfer this agreement or any part of it to any person.
17. Accept that Cuando may immediately suspend provision of the Service without liability to Cuando by notifying the Creator in writing if in Cuando's sole discretion, a Creator's eligibility, or suitability to be listed on the Cuando Website, or otherwise receive the Service, changes.