



Acceptance of terms

The following Terms and Conditions form a legally binding contract for any party using the Site Flamingaroo.com. By using any service under Flamingaroo Limited you accept all Terms and Conditions set out in this document. If you do not wish to be bound by these Terms and Conditions then please do not use the Site, Services or any part of them as a Buyer or Seller. As a Buyer you should also refer to the Terms and Conditions set out by each individual seller on their Flamingaroo home or product pages before making any order.

We may update these Terms and Conditions and any aspect of the Site from time to time without prior notice. Please ensure you periodically review our Terms and Conditions and are aware of any changes that are made by the Site. By using the Site you agree to be bound by these Terms and Conditions and any changes or amendments. If there are any questions regarding the information set out anywhere on the Site then please contact us prior to buying or selling.

Definitions

'Site' refers to the website Flamingaroo.com or any local versions such as .ae, .co.uk or any other domain that has the word Flamingaroo in its address.

'Account' is a personal membership set up by a member of the site, either in the form of a buyer or seller.

'Buyer' refers to a person using the Site to purchase products.

'Seller' or **'Vendor'** refers to a person using the Site to sell their products.

'Member' is a person that has registered to buy or sell on the Site.

'Product' or **'Item'** refers to any goods that are sold or bought on the Site.

'Services' means any one or more of the Services offered by Flamingaroo.

'Listing' means the registration of an item, product or service that is live on the website for sale.

'Intellectual Property' means all intellectual property rights throughout the world, including copyrights, patents, mask works, trademarks, service marks, trade secrets, inventions (whether or not patentable), know how, authors' rights, rights of attribution, and other proprietary rights and all applications and rights to apply for registration or protection of such rights and the legal rights, interests and protections afforded under applicable patent, copyright, trademark, trade secret and other intellectual property laws.

'Terms and Conditions' refers to this document and all its content.

'We', 'Us', 'Our' refers to Flamingaroo Limited.



Our Service

Flamingaroo is a market place that brings together Vendors and Buyers. We are not liable for anything that occurs between the Vendor and Buyer. Flamingaroo will seek to mediate any issues but cannot be held responsible for any issues that arise.

Flamingaroo, without penalty or notice, may remove or withdraw Services, Products, Items, Vendors, Members or Buyers if in our opinion any of the above brings disrepute or unsuitability to the Site. At any time, Flamingaroo may terminate its Services and to refuse Service to any one at any time without reason and without penalty.

It is Your responsibility to ensure that all personal information entered onto the Site is accurate and correct at the time of purchase or sale. Any mistake made will be Your sole liability.

Seller Guidelines

Sellers work must be original work of which You have the legal right to its Intellectual Property with the rights to be able to reproduce for sale. This includes all areas of the Item or product whether in full or part. The Seller is liable in totality for any infringement of copyright or International Intellectual Property and indemnifies Flamingaroo against all legal fees, damages and other expenses that may be incurred by Flamingaroo as a result of Your breach of the above warranty.

Seller must not list Items that may infringe on local laws or customs or Items that are not in line with the guidelines of Flamingaroo. This includes edible Items and untested cosmetics. Failure to comply will result in removal from Site and the possibility of legal action from local authorities. Flamingaroo takes no liability for any actions taken by our Sellers.

Sellers agree not to mislead any Buyer by offering inaccurate information about the Product or Service or regarding delivery of these said Items. Sellers must list Items in the correct categories, failure to do this will result in Items being removed by the Site.

Sellers are forbidden to list contact details, email address, phone number or website address within your listings, account information, messages or in any packaging presented to the Buyer on delivery. On occasion, Flamingaroo will purchase random Items from different Sellers to ensure this process is being strictly adhered to. In the case this rule is being breached, the Seller will be removed permanently from the Site.

Sellers must only list Items that are available. If an Item is unavailable it must be removed immediately. Repeated incidents of Sellers not removing unavailable Items will result in the termination of the Seller account.



Sellers are required to check their Account daily to ensure orders are adhered to in a timely manner. Flamingaroo recommends Sellers ship items within 5 days of receiving orders, any later than this then communication with the Buyer is required explaining the reasons for delay. Delivery details must be clearly stated for each of the sellers listed items.

It is the responsibility of the Seller to safely package Items to ensure no damage and that the Item is in good condition. Failure to do so will be a cost borne by the Seller of refund or replacements.

Sellers are required to provide accurate personal information to Flamingaroo such as names, addresses, telephone numbers, email addresses so that You can be contacted. It is the Sellers responsibility that this is updated whenever there is a change to this information.

Failure to fulfil orders will result in the immediate removal from the Site as a Seller and in some cases an administration charge will be chargeable from the Sellers account for any additional work the staff of Flamingaroo has incurred due to the Sellers failure to fulfil orders.

It is the sole responsibility of the Seller to input correct information with regards to the weight of their Listed Products. Any inaccurate information leading to more costs will be borne by the Seller in full. If a Seller is deemed to be inaccurately stating weight to profit from shipping fees, then the difference will be paid back to the Buyer by the Seller and the Seller will be removed from the Site permanently.

The Seller is responsible for collecting VAT for the country that they reside in.

The Seller is responsible for ensuring they are legally allowed to sell the Items and that they are a registered business with a trade license for their jurisdiction. Flamingaroo is not responsible for providing or checking this on behalf of the Seller or the local jurisdiction.

Flamingaroo will always attempt to mediate between the Seller and the Buyer, however, the agreement of sale is between the Buyer and Seller only and no responsibility will be borne by the Site. If the event of an unresolvable dispute between the Buyer and Seller, Flamingaroo will make a decision of blame and both parties are required to stand by that decision including all incurred costs.

Disclaimer of Warranties and limitation of liabilities

- a) To the fullest extent permitted by applicable laws, we disclaim responsibility for any harm resulting from Your use of any part of the Service.
- b) The Site and App are provided “as is” and “as available” and we expressly disclaim to the fullest extent permitted by law all express, implied and statutory warranties.
- c) You download and use the App at your own discretion and risk, and You are solely responsible for any damages to Your hardware device(s) or loss of data that results from the download or use of the App.



Intellectual Property

We own, or are the licensee to, all right, title and interest in and to the Service, including all rights under the patent, copyright, trade secret or trademark law, and any and all other proprietary rights, including all applications, renewals, extensions and restorations thereof. You will not modify, adapt, translate, prepare derivative works from, decompile, reverse-engineer, disassemble or otherwise attempt to derive source code from the App or any other part of the Service.

You must not extract or otherwise use any of the content on the Site and/or Service for commercial purposes without obtaining a licence to do so from Us or Our licensors.

We respect the intellectual property rights of others and we ask our Sellers to do the same.

Fees

You are responsible for ensuring You are familiar with Flamingaroo's fees before listing an item for sale.

A commission fee of 15% is charged to the Seller on the VAT inclusive product by Flamingaroo when a successful sale is made. This fee will be deducted from your account.

Flamingaroo reserves the right to alter any of Our fees at any time without prior notice. You will be notified of any of the changes to the fees by email.

Accounts will be balanced by Flamingaroo on a monthly basis.

On termination of your membership, Flamingaroo will refund the balance of your account as applicable. If your membership is terminated for breach of Flamingaroo's Terms and Conditions, refunding the balance will be at our discretion. Overdrawn amounts in Your account balance must be settled immediately. Flamingaroo reserves the right to take action against You to recover outstanding debts. You are liable for any expenses incurred by Flamingaroo in the collection of this debt.



Privacy

We will treat your personal information as confidential and will only disclose it in accordance with the United Arab Emirates laws concerning privacy rights.

Force Majeure

If the performance of this Site or any obligations hereunder is prevented, restricted or interfered with by reason of earthquake, fire, flood or other casualty or due to strikes, riot, storms, explosions, acts of God, war, terrorism, or a similar occurrence or condition beyond the reasonable control of the Parties, the Party so affected shall, upon giving prompt notice to the other Parties, be excused from such performance during such prevention, restriction or interference, and any failure or delay resulting therefrom shall not be considered a breach of these terms.

Entire Agreement

These terms and any documents expressly referred to in them constitute the entire agreement between Site, Seller and Buyer and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between each party, whether written or oral, relating to its subject matter. Each party agrees that neither Us nor You shall have any remedies in respect of any representation or warranty (whether made innocently or negligently) that is not set out in these Terms and Conditions or any documents expressly referred to in them. Neither of us shall have any claim for innocent or negligent misrepresentation based upon any statement in these Terms and Conditions and any documents expressly referred to in them.



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