

Terms & Conditions – Privacy Policy – Shipping Policy

ACCEPTING THE TERMS

The Terms are a legally binding contract between you and El Locale LLC.

This contract sets out your rights and responsibilities when you use eLocale.com, our mobile app, and the other services provided by El Locale (we'll refer to all of these collectively as our "Services"), so please read it carefully. By using any of our Services (even just browsing one of our websites), you're agreeing to the Terms & Conditions. If you don't agree with the Terms & Conditions, you may not use our Services. Agree with us? Great... read on!

El Locale connects people around the world, both online and offline, to make, sell, and buy unique goods.

Our House Rules for Everyone. If you use any of our Services, you agree to these Terms & Conditions, our Privacy Policy, and our Anti-Discrimination Policy.

Our House Rules for Sellers/Vendors. If you list any items for sale through our Services, these policies apply to you. Sellers Term & Conditions are below.

PRIVACY POLICY

We know your personal information is important to you, so it's important to us. Our Privacy Policy details how your information is used when you use our Services. By using our Services, you're also agreeing that we can process your information in the ways set out in the Privacy Policy, so please read it below.

Both El Locale and sellers process members' personal information (for example, buyer name, email address, and shipping address) and are therefore considered separate and independent data controllers of buyers' personal information under EU law. That means that each party is responsible for the personal information it processes in providing the Services. For example, if a seller accidentally discloses a buyer's name and email address when fulfilling another buyer's order, the seller, not El Locale, will be responsible for that unauthorized disclosure.

If, however, El Locale and sellers are found to be joint data controllers of buyers' personal information, and if El Locale is sued, fined, or otherwise incurs expenses because of something that you did as a joint data controller of buyer personal information, you agree to indemnify El Locale for the expenses it occurs in connection with your processing of buyer personal information.

At El Locale, we care deeply about privacy. We believe in transparency, and we're committed to being upfront about our privacy practices, including how we treat your personal information. We know you care about your privacy too, so we provide settings that allow you to choose how certain information is used by El Locale. This policy explains our privacy practices for El Locale.com (which we'll refer to as the "Site"), El Locale's mobile applications (the "Apps"), Pattern by El Locale, El Locale Payments, El Locale's public Application Program Interface (the "API"), and our other services provided by El Locale, LLC. ("El Locale," together with "we," "us," and "our"). We'll refer to the Site, the Apps, Pattern by El Locale, El Locale Payments, the API, and our other services as the "Services." If you are located outside of North or South America, El Locale Ireland UC is the data controller and is responsible for your personal information. This policy does not apply to the

practices of third parties (including other members who sell using the Services or API users) who may also collect or receive data in connection with your use of the Services.

We process your personal information to run our business and provide our users with the Services. By accepting our Terms of Use (and in some jurisdictions, by acknowledging this policy), you confirm that you have read and understand this policy, including how and why we use your information. If you don't want us to collect or process your personal information in the ways described in this policy, you shouldn't use the Services. We are not responsible for the content or the privacy policies or practices of any of our members, websites hosted through Pattern by El Locale, or third-party websites and apps.

El Locale's Terms of Use require all account owners to be at least 18 years of age. Minors under 18 years of age and at least 13 years of age are permitted to use El Locale's Services only if they have permission and direct supervision by the owner of the account. Children under age 13 are not permitted to use the Services. You are responsible for any and all account activity conducted by a minor on your account. We do not knowingly "sell," as that term is defined under applicable law, including the California Consumer Privacy Act, the personal information of minors.

By using the Services, you acknowledge that El Locale will use your information in the United States, Ireland, and any other country where El Locale operates. Please be aware that the privacy laws and standards in certain countries, including the rights of authorities to access your personal information, may differ from those that apply in the country in which you reside. We will transfer personal information only to those countries to which we are permitted by law to transfer personal information as more fully described in the "Transfers" Section of this policy.

In the course of providing our Services, we collect or receive your personal information in a few different ways. We obtain the categories of personal information listed below from the following sources: directly from you, for example, from forms you complete or during registration; indirectly from you based on your activity and interaction with our Services, or from the device or browser you use to access the Services; from our vendors and suppliers that help provide El Locale services you may interact with (such as, for example, for payments or customer support), and from our third party advertising and marketing partners. Often, you choose what information to provide, but sometimes we require certain information to provide you the Services. El Locale uses the personal information it receives and collects in accordance with the purposes described in this policy.

On occasion, El Locale will need to contact you. Primarily, these messages are delivered by email, El Locale Messages, or by push notifications for a variety of reasons, including marketing, transactions, advocacy, and service update purposes. If you no longer wish to receive push notifications, you can disable them at device level. You can opt out of receiving marketing communications via email or Messages in your account settings or by following the unsubscribe link in any marketing email you receive. To ensure you properly receive notifications, we will need to collect certain information about your device, such as operating system and user identification information. Every account is required to keep a valid email address on file to receive messages. El Locale may also contact you by telephone to provide member support or for transaction-related purposes if you request that we call you. Additionally, and with your consent where required by applicable law, El Locale may send you an SMS (or similar) message, or reach out to you by telephone, in order to provide you with customer support, for research or feedback, or to provide you with information about products and features that you may find of interest. You can update your contact preferences in your account settings.

Some messages from El Locale are service-related and necessary for members and Guest Checkout users. You understand and agree that El Locale can send you non-marketing emails, El

Locale Messages, or messages, such as those related to transactions, your account, security, or product changes. Examples of service-related messages include an email address confirmation/welcome email when you register your account, notification of an order, service availability, modification of key features or functions, relaying Messages with buyers, and correspondence with El Locale's Support team (including by chat interface or the other methods of communication as described above).

When you register for an account, subscribe to a newsletter, or provide us with your email address or phone number such as for a Guest Checkout purchase, you receive notice of and agree (in some jurisdictions and situations, by an additional unambiguous consent) to receive marketing emails and messages from us. You can unsubscribe at any time from marketing emails or messages through the opt-out link included in marketing emails or messages. Members can also control which marketing emails or messages they receive from El Locale through their account settings. Please note that some changes to your account settings may take a few days to take effect.

We respect your privacy. El Locale will not disclose your name, email address, or other personal information to third parties without your consent, except as specified in this policy.

You can control your privacy settings through the opt-out buttons in your account settings privacy tab, and the Privacy Settings link in the footer of most site pages and our homepage. Please note that some changes to your privacy settings may take a few days to take effect. We or our sellers may advertise our Services or our sellers' products through a variety of different mediums and rely on your consent to do so off-site.

Legal Bases

When you access or use the Services, we collect, use, share, and otherwise process your personal information for the purposes described in this policy. We rely on a number of legal bases to use your information in these ways. These legal bases include where:

- Necessary to perform the contractual obligations in our Terms of Use and in order to provide the Services to you;
- You have consented to the processing, which you can revoke at any time;
- Necessary to comply with a legal or regulatory obligation, a court order, or to exercise or defend any impending or asserted legal claims;
- Necessary for the purposes of our or a third party's legitimate interests, such as those of visitors, members, or partners (described in more detail below);
- You have expressly made the information public;
- Necessary in the public interest, such as to prevent crime; and
- Occasionally necessary to protect your vital interests or those of others (in rare cases where we may need to share information to prevent loss of life or personal injury).

We principally rely on consent (which can be withdrawn at anytime) (i) to send marketing messages, (ii) for third-party data sharing related to advertising, and, to the extent applicable, (iii) for the use of location data for advertising purposes.

We rely on consent for targeted online and offline marketing including through tools like [Facebook Custom Audience](#) and [Google Customer Match](#). We or our sellers may advertise our Services or our sellers' products through a variety of different mediums and rely on your consent to do so off-site. As part of this, we may work with advertising partners such as Facebook, Google, and other partners. These partners have their own privacy policies and consent mechanisms for their customers, in addition to El Locale's controls.

El Locale may also use first party data (e.g. your prior shopping and browsing patterns on our Site), and may combine it with other data collected from you, such as your location, or publicly available information, to permit us to create targeted audiences based on your known or inferred demographic and/or interests to provide you with more relevant and useful advertising on our site, in our direct marketing channels (like email), or with our off site marketing partners, like Google and Facebook, subject to their terms and privacy notice you agreed to with such partners .

We may amend or update this policy from time to time. If we believe that the changes are material, we'll let you know by doing one (or more) of the following: (i) posting the changes on or through the Services, (ii) sending you an email or message about the changes, or (iii) posting an update in the version notes on the Apps' platform. We encourage you to check back regularly and review any updates.

ANTI-DISCRIMINATION & HATE SPEECH POLICY

El Locale connects thoughtful consumers around the world with creative entrepreneurs. It's an ecosystem where people of all backgrounds inspire each other and build relationships through making, selling, and buying unique goods. We want everyone on El Locale to feel safe, and our priority is fostering an inclusive environment. This policy explains the kind of behavior we prohibit on El Locale to make sure we all have a positive experience.

This policy is a part of our Terms of Use. By using El Locale, you're agreeing to this policy and our Terms of Use.

El Locale prohibits the use of our Services to discriminate against people based on the following personal attributes (collectively, "protected groups"):

- Race
- Color
- Ethnicity
- National origin
- Religion
- Gender
- Gender identity

- Sexual orientation
- Disability
- Any other characteristic protected under applicable law

It is your responsibility to know your local laws and any other legal regulations on discrimination that might apply to you. Additionally, El Locale does not allow hate speech. Hate speech occurs when violent, offensive, derogatory or demeaning language is directed at a person or group based on their one or more protected group attributes.

Whether you're engaging with public features on El Locale, such as listing items, using community spaces, and writing reviews, or having direct communication with other members of the El Locale community, such as via Messages, discrimination and hate speech are not allowed. As a seller on El Locale, your shop content, including shop announcements and shop policies, cannot display discriminatory behavior toward protected groups. Examples of prohibited behavior include, but are not limited to:

- Refusal of service based on membership in one or more protected group
- Expressing intolerance or a lack of respect for another member on the basis of protected group attributes
- Having a shop policy that excludes sales to members of one or more protected groups listed above
- Directly or indirectly making derogatory or demeaning remarks against protected groups listed above
- Racial slurs
- Posts that support or glorify hate groups and their members

If you think discrimination or hate speech has occurred on El Locale, please report it by emailing trust-and-safety@ElLocale.com, and we will investigate. If you see a listing on El Locale which you believe violates our Prohibited Items Policy, including prohibited hate items, we encourage you to flag the item by using the *Report this item to El Locale* link at the bottom of each listing page. We have a timely review process for all reports.

YOUR ACCOUNT

You'll need to create an account with El Locale to use some of our Services. Here are a few rules about accounts with El Locale:

1. You must be 18 years or older to use our Services. Minors under 18 and at least 13 years of age are only permitted to use our Services through an account owned by a parent or legal guardian with their appropriate permission and under their direct supervision. Children under 13 years are not permitted to use El Locale or the Services. You are responsible for any and all account activity conducted by a minor on your account, and there may be commercial products or services available that you may want to consider to limit a minor's access to material online.
2. Be honest with us. Provide accurate information about yourself. It's prohibited to use false information or impersonate another person or company through your account.
3. Choose an appropriate name. If you decide to not have your full name serve as the name associated with your account, you may not use language that is offensive, vulgar, infringes someone's intellectual property rights, or otherwise violates the Terms.
4. You're responsible for your account. You're solely responsible for any activity on your account. If you're sharing an account with other people, then the person whose financial information is on the account will ultimately be responsible for all activity. If you're registering as a business entity, you personally guarantee that you have the authority to agree to the Terms on behalf of the business. Also, your accounts are not transferable.
5. Protect your password. As we mentioned above, you're solely responsible for any activity on your account, so it's important to keep your account password secure.
6. Let's be clear about our relationship. These Terms don't create any agency, partnership, joint venture, employment, or franchisee relationship between you and El Locale.

YOUR CONTENT

Content that you post using our Services is your content (so let's refer to it as "Your Content"). We don't make any claim to it, which includes anything you post using our Services (like shop names, profile pictures, listing photos, listing descriptions, reviews, comments, videos, usernames, etc.).

1. Responsibility for Your Content. You understand that you are solely responsible for Your Content. You represent that you have all necessary rights to Your Content and that you're not infringing or violating any third party's rights by posting it.
2. Permission to Use Your Content. By posting Your Content through our Services, you grant El Locale a license to use it. We don't claim any ownership to Your Content, but we have your permission to use it to help El Locale function and grow. That way, we won't infringe any rights you have in Your Content and we can help promote it. . For example, you acknowledge and agree El Locale may offer you or El Locale buyers promotions on the Site, from time to time, that may relate to your listings
3. Rights You Grant El Locale. (Here's the legalese version of the last section). By posting Your Content, you grant El Locale a non-exclusive, worldwide, royalty-free, irrevocable, sub-licensable, perpetual license to use, display, edit, modify, reproduce, distribute, store, and prepare derivative works of Your Content. This allows us to provide the Services and to promote El Locale, your El Locale shop, or the Services in general, in any formats and through any channels, including across any El Locale Services, our partners, or third-party website or advertising medium. You agree not to assert any moral rights or rights of publicity against us for using Your Content. You also recognize our legitimate interest in using it, in accordance with the scope of this license, to the extent Your Content contains any personal information.

That sounds like a lot, but it's necessary for us to keep El Locale going. Consider these examples: if you upload a photo or video of a listing on your El Locale shop, we have permission to display it to buyers, and we can resize or enhance it so it looks good to a buyer using our mobile app; if you post a description in English, we can translate it into French so a buyer in Paris can learn the story behind your item; and if you post a beautiful photo or video of your latest handmade necklace, we can feature it— often along with your shop name and shop picture— on our homepage, in one of our blogs or even on a billboard to help promote your business and El Locale's.

1. Reporting Unauthorized Content. El Locale has great respect for intellectual property rights, and is committed to following appropriate legal procedures to remove infringing content from

the Services. If content that you own or have rights to has been posted to the Services without your permission and you want it removed, please follow the steps listed in our Intellectual Property Policy. If Your Content is alleged to infringe another person's intellectual property, we will take appropriate action, such as disabling it if we receive proper notice or terminating your account if you are found to be a repeat infringer. We'll notify you if any of that happens.

2. **Inappropriate, False, or Misleading Content.** This should be common sense, but there are certain types of content we don't want posted on El Locale's Services (for legal reasons or otherwise). You agree that you will not post any content that is abusive, threatening, defamatory, obscene, vulgar, or otherwise offensive or in violation of our Prohibited Items Policy, Community Policy, or any part of our Terms. You also agree not to post any content that is false and misleading or uses the Services in a manner that is fraudulent or deceptive.

YOUR USE OF OUR SERVICES

License to Use Our Services. We grant you a limited, non-exclusive, non-transferable, and revocable license to use our Services—subject to the Terms and the following restrictions in particular:

1. **Don't Use Our Services to Break the Law.** You agree that you will not violate any laws in connection with your use of the Services. This includes any local, state, federal, and international laws that may apply to you. For example, it's your responsibility to obtain any permits or licenses that your shop requires, and to meet applicable legal requirements in applicable jurisdiction(s). This includes the sale and delivery of your items, such as age verification upon delivery, where required by law. You may not sell anything that violates any laws; you must comply with our Sanctions Policy, and you may not engage in fraud (including false claims or infringement notices), theft, anti-competitive conduct, threatening conduct, or any other unlawful acts or crimes against El Locale, another El Locale user, or a third party.
2. **Pay Your Bills.** You are responsible for paying all fees that you owe to El Locale. Except as set forth below, you are also solely responsible for collecting and/or paying any applicable

taxes for any purchases or sales you make through our Services. In addition, El Locale will calculate, collect, and remit sales tax where applicable. Your fees, bills, taxes, and how you can pay them are fully explained in our Fees & Payments Policy.

3. Don't Steal Our Stuff. You agree not to crawl, scrape, or spider any page of the Services or to reverse engineer or attempt to obtain the source code of the Services. If you want to use our API, please follow our API Terms of Use.
4. Don't Try to Harm Our Systems. You agree not to interfere with or try to disrupt our Services, for example by distributing a virus or other harmful computer code.
5. Follow Our Trademark Policy. The name "El Locale" and the other El Locale marks, phrases, logos, and designs that we use in connection with our Services (the El Locale Trademarks), are trademarks, service marks, or trade dress of El Locale in the US and other countries. If you'd like to use our trademarks, please follow our Trademark Policy.
6. Share Your Ideas. We love your suggestions and ideas! They can help us improve your experience and our Services. Any unsolicited ideas or other materials you submit to El Locale (not including Your Content or items you sell through our Services) are considered non-confidential and non-proprietary to you. You grant us a non-exclusive, worldwide, royalty-free, irrevocable, sub-licensable, perpetual license to use and publish those ideas and materials for any purpose, without compensation to you.
7. Talk to Us Online. From time to time, El Locale will provide you with certain legal information in writing. By using our Services, you're agreeing to our Electronic Communications Policy, which describes how we provide that information to you. It says that we can send you information electronically (such as by email) instead of mailing you paper copies (it's better for the environment), and that your electronic agreement is the same as your signature on paper.

TERMINATION

Termination By You. We'd hate to see you go, but you may terminate your account with El Locale at any time from your account settings. Terminating your account will not affect the availability of some of Your Content that you posted through the Services prior to termination. Oh, and you'll still have to pay any outstanding bills.

Termination By El Locale. We may terminate or suspend your account (and any accounts El Locale determines are related to your account) and your access to the Services should we have reason to believe you, your Content, or your use of the Services violate our Terms. If we do so, it's important to understand that you don't have a contractual or legal right to continue to use our Services, for example, to sell or buy on our websites or mobile apps. Generally, El Locale will notify you that your account has been terminated or suspended, unless you've repeatedly violated our Terms or we have legal or regulatory reasons preventing us from notifying you.

If you or El Locale terminate your account, you may lose any information associated with your account, including Your Content.

We May Discontinue the Services. El Locale reserves the right to change, suspend, or discontinue any of the Services at any time, for any reason, including those laid out in El Locale's policies under these Terms of Use. We will not be liable to you for the effect that any changes to the Services may have on you, including your income or your ability to generate revenue through the Services.

Survival. The Terms will remain in effect even after your access to the Service is terminated, or your use of the Service ends.

WARRANTIES & LIMITATION OF LIABILITY

Items You Purchase. You understand that El Locale does not manufacture, store, or inspect any of the items sold through our Services. We provide the venue; the items in our marketplaces are produced, listed, and sold directly by independent sellers, so El Locale cannot and does not make any warranties about their quality, safety, or even their legality. Any legal claim related to an item you purchase must be brought directly against the seller of the item. You release El Locale from any claims related to items sold through our Services, including for defective items, misrepresentations by sellers, or items that caused physical injury (like product liability claims).

Content You Access. You may come across materials that you find offensive or inappropriate while using our Services. We make no representations concerning any content posted by users through the Services. El Locale is not responsible for the accuracy, copyright compliance, legality, or decency of content posted by users that you accessed through the Services. You release us from all liability relating to that content.

People You Interact With. You can use the Services to interact with other individuals, either online or in person. However, you understand that we do not screen users of our Services, and you release us from all liability relating to your interactions with other users. Please be careful and exercise caution and good judgment in all interactions with others, especially if you are meeting someone in person.

Third-Party Services. Our Services may contain links to third-party websites or services that we don't own or control (for example, links to Facebook, Twitter, and Pinterest). You may also need to use a third party's product or service in order to use some of our Services (like a compatible mobile device to use our mobile apps). When you access these third-party services, you do so at your own risk.

The third parties may require you to accept their own terms of use. El Locale is not a party to those agreements; they are solely between you and the third party.

Gift Cards and Promotions. You acknowledge that El Locale does not make any warranties with respect to your Gift Card balance and is not responsible for any unauthorized access to, or alteration, theft, or destruction of a Gift Card or Gift Card code that results from any action by you or a third party. You also acknowledge that we may suspend or prohibit use of your Gift Card if your Gift

Card or Gift Card code has been reported lost or stolen, or if we believe your Gift Card balance is being used suspiciously, fraudulently, or in an otherwise unauthorized manner. If your Gift Card code stops working, your only remedy is for us to issue you a replacement Gift Card code. By participating in a special offer or promotion, you agree that you may not later claim that the rules of that special offer or promotion were ambiguous.

INDEMNIFICATION

We hope this never happens, but if El Locale gets sued because of something that you did, you agree to defend and indemnify us. That means you'll defend El Locale (including any of our employees) and hold us harmless from any legal claim or demand (including reasonable attorney's fees) that arises from your actions, your use (or misuse) of our Services, your breach of the Terms, or you or your account's infringement of someone else's rights.

We reserve the right to handle our legal defense however we see fit, even if you are indemnifying us, in which case you agree to cooperate with us so we can execute our strategy.

DISPUTES WITH OTHER USERS

If you find yourself in a dispute with another user of El Locale's Services or a third party, we encourage you to contact the other party and try to resolve the dispute amicably.

Case System. Buyers and sellers who are unable to resolve a dispute related to a transaction on our websites or mobile apps may participate in our case system. El Locale will attempt to help you resolve disputes in good faith and based solely on our interpretation of our policies, in our sole discretion; we will not make judgments regarding legal issues or claims. El Locale has no obligation to resolve any disputes.

Release of El Locale. You release El Locale from any claims, demands, and damages arising out of disputes with other users or parties.

DISPUTES WITH EL Locale

If you're upset with us, let us know, and hopefully we can resolve your issue. But if we can't, then these rules will govern any legal dispute involving our Services:

1. **Governing Law.** The Terms are governed by the laws of the State of New York, without regard to its conflict of laws rules, and the laws of the United States of America. These laws will apply no matter where in the world you live, but if you live outside of the United States, you may be entitled to the protection of the mandatory consumer protection provisions of your local consumer protection law.
2. **Arbitration.** You and El Locale agree that any dispute or claim arising from or relating to the Terms shall be finally settled by final and binding arbitration, using the English language, administered by the American Arbitration Association (the "AAA") under its Consumer Arbitration Rules (the "AAA Rules") then in effect (those rules are deemed to be incorporated by reference into this section, and as of the date of these Terms you can find the AAA Rules

[here](#)), unless otherwise required by law. **Arbitration, including threshold questions of arbitrability of the dispute, will be handled by a sole arbitrator in accordance with those rules. Judgment on the arbitration award may be entered in any court that has jurisdiction.

Any arbitration or mediation under the Terms will take place on an individual basis. You understand that by agreeing to the Terms, you and El Locale are each waiving the right to trial by jury or to participate in a class action lawsuit. Class arbitrations shall only be available if requested by either party under its Class Action Arbitration Rules and approved by the arbitration entity. Notwithstanding the foregoing, each party shall have the right to bring an action in a court of proper jurisdiction for injunctive or other equitable or conservatory relief, pending a final decision by the arbitrator or mediator. You may instead assert your claim in “small claims” court, but only if your claim qualifies, your claim remains in such court, and your claim remains on an individual, non-representative, and non-class basis.

1. Costs of Arbitration. Payment for any and all reasonable AAA filing, administrative, and arbitrator fees will be in accordance with the Consumer Arbitration Rules, and in the case of CEDR, its rules. If the value of your claim does not exceed \$10,000 USD, El Locale will pay for the reasonable filing, administrative, and arbitrator fees associated with the arbitration, unless the arbitrator finds that either the substance of your claim or the relief sought was frivolous or brought for an improper purpose. For mediation through CEDR, the parties will pay their share of mediation costs, and under certain conditions such fees may be refundable to you, depending on the outcome of the mediation.
2. Forum. We’re based in New York, so any legal action against El Locale related to our Services must be filed and take place in New York County, New York. For all actions under the AAA Rules, the proceedings may be filed where your residence is, or in New York, New York, and any in-person hearings will be conducted at a location which is reasonably convenient to both parties taking into account their ability to travel and other pertinent circumstances. For any actions not subject to arbitration or mediation, you and El Locale agree to submit to the personal jurisdiction of a state or federal court located in New York County, New York if your contract is with El Locale, LLC.; if your contract is with El Locale

Ireland UC, you and El Locale agree to submit to the personal jurisdiction of the courts of Ireland.

3. **Government Exception.** If you are a government agent or entity in the United States using the Services in your official capacity, and you are legally unable to agree to the clauses in this section, then those clauses do not apply to you. In that case, the Terms and any action related to the Terms will be governed by the laws of the United States (without reference to conflict of laws) and, in the absence of federal law and to the extent permitted under federal law, the laws of the State of New York.
4. **Modifications.** If we make any changes to this “Disputes with El Locale” section after the date you last accepted the Terms, those changes will not apply to any claims filed in a legal proceeding against El Locale prior to the date the changes became effective. El Locale will notify you of substantive changes to the “Disputes with El Locale” section at least 30 days prior to the date the change will become effective. If you do not agree to the modified terms, you may send El Locale a written notification (including email) or close your account within those 30 days. By rejecting a modified term or permanently closing your account, you agree to arbitrate any disputes between you and El Locale in accordance with the provisions of this “Disputes with El Locale” section as of the date you last accepted the Terms, including any changes made prior to your rejection. If you reopen your closed account or create a new account, you agree to be bound by the current version of the Terms.

12. **Changes to the Terms.** We may update these Terms from time to time. If we believe that the changes are material, we’ll definitely let you know by posting the changes through the Services and/or sending you an email or message about the changes. That way you can decide whether you want to continue using the Services. Changes will be effective upon the posting of the changes unless otherwise specified. You are responsible for reviewing and becoming familiar with any changes. Your use of the Services following the changes constitutes your acceptance of the updated Terms.

13. **Some Finer Legal Points.** The Terms, including all of the policies that make up the Terms,

supersede any other agreement between you and El Locale regarding the Services. If any part of the Terms is found to be unenforceable, that part will be limited to the minimum extent necessary so that the Terms will otherwise remain in full force and effect. Our failure to enforce any part of the Terms is not a waiver of our right to later enforce that or any other part of the Terms. We may assign any of our rights and obligations under the Terms.

TRADEMARK POLICY

Our El Locale community is growing worldwide and creating some truly amazing things. We want to do everything we can to support our sellers' entrepreneurship, innovation, and growth. However, certain uses of our intellectual property may create confusion about whether something is endorsed, controlled, or even created by us. We want to ensure that you get the proper credit you deserve for your hard work, and prevent confusion about whether El Locale is involved your work. El Locale is so proud of our community, as well as the company we've built and the trust we've earned, so we created this policy to give you confidence to create and share about El Locale in a responsible way.

El Locale Marks

The "El Locale Marks" (or our "Marks") are the words, logos, graphics, designs, and other indicators that identify El Locale as the source of a product or service. For instance, the familiar official "El Locale" logos and the name "El Locale" are a few of our most important assets. We want you to be a proud part of El Locale, and we've put a lot of effort into ensuring that anything we provide you is of the highest quality – so part of our job is to protect our trademarks, brand identity, and reputation. The El Locale Marks are trademarks and trade dress of El Locale LLC., protected in the US and around the world.

Uses of the El Locale Marks

Talking About El Locale Openly and Honestly

We're all for legitimate and truthful commentary about El Locale. When you mention us, please spell and capitalize "El Locale" properly (and not "el locale" or "ellocale"). If you're a member of the media, see our Press page.

DO freely share your El Locale shop URL.

DO share your El Locale experiences, like the awesome vintage sweater you bought or the local El Locale Team you joined.

Please don't use the El Locale Marks in ways that are misleading, defamatory, unlawful, or otherwise objectionable to us. We'd likely have a problem with that.

El Locale's Logos, Specifically

Using the official El Locale logos, such as on promotional products, business cards, or banners, is generally considered to be a commercial use, and can be particularly confusing. We do not permit these uses without our prior approval.

DON'T use the official El Locale logos on things like merchandise without our prior permission.

Names and Branding

We know that your enthusiasm comes from a good place, but sometimes uses of the El Locale Marks can go too far. In addition to preventing confusion about our relationship with you, we also must protect against the occasional unfair and improper uses of our Marks.

Mainly, please don't use the El Locale Marks (or confusingly similar marks), in whole or in part, in a way that suggests a relationship with El Locale that isn't quite right – for example, that you are employed by, speak on behalf of, or are endorsed by us.

DON'T use the El Locale Marks or a term confusingly similar to “El Locale” in the name of your company, organization, domain name, or trademark.

DON'T alter, distort, or modify the El Locale Marks, including adding other terms to the El Locale Marks to create new words.

DO feel free to share your El Locale shop name and URL on your business cards.

DON'T use our official logos on your business cards.

DON'T use our marks as your social media username or profile photo.

DON'T create content that mimics or uses our site's look-and-feel.

Describing Your Own Content and Events

We're so happy when members of our community get together and throw a wildly successful seller event. We're also thankful for those of you who have created helpful content or hold workshops to support the success of fellow El Locale members. Since these are generally commercial uses, however, we have to be careful about how the El Locale Marks are used. To distinguish all of this cool stuff you're doing from El Locale's official content and events, we ask you to follow the guidelines below.

If you're creating content about El Locale, like books, videos, or podcasts, feel free to refer to the name “El Locale” to describe how it relates to us. You can use the name “El Locale” in the title of your content, as long as it isn't the most prominent part of the name or title. By “most prominent,” we mean things like using “El Locale” as the first word in the title, or in terms of size, color, or font. We'd love to see your branding and hard work stand out and be at the forefront, not the El Locale Marks. Using a disclaimer also helps, like, “El Locale is a trademark of El Locale, LLC. This content is not created or endorsed by El Locale, LLC.”

DO use El Locale in your title as long as it's not the most prominent part.

DO use a clear disclaimer that your content or event is *about* El Locale, not *by* El Locale.

DON'T use the official El Locale logo without our permission.

The same goes for when you're creating your own event involving the El Locale community. You can use the name “El Locale” when naming your event, as long as it isn't the most prominent part of the event name or promotional material.

DO include “El Locale” in your event name as long as it's not the most prominent part.

DON'T forget to check with us before using the official El Locale logo.

SELLERS TERMS

Your rights and obligations as a El Locale seller are as follows.

By selling any items on our Marketplace you are accepting our terms.

ADVERTISING & MARKETING

We believe ads should help sellers grow their businesses and contribute to the overall member experience. El Locale offers sellers multiple advertising channels to promote their listings and/or shops. This Advertising & Marketing Policy explains your rights and responsibilities when using El Locale's advertising services.

This policy is a part of our Terms of Use. By using any of El Locale's advertising services, you're agreeing to this policy and our Terms of Use. This Advertising & Marketing Policy may change over time, per the terms of El Locale's Terms of Use. By continuing to use El Locale's services you agree to those changes.

Sellers can purchase paid advertising on El Locale through the Advertising Dashboard in Shop Manager. El Locale Ads display a seller's listings or shops prominently on El Locale's websites and mobile apps. El Locale Ads are displayed in one or more locations, such as users' search results, based on at least four main ranking factors: search relevance, listing quality (including compliance with El Locale's policies), the bids (or amount budgeted for bids) to display the listing, and for some listings, likelihood of views or sales. You may choose to promote some or all of your listings or shops as El Locale Ads.

Sellers on El Locale may choose to offer promotions specifically for their own shops and/or listings.

El Locale currently offers two promotional tools: Sales and Coupons.

El Locale reserves the right to change the terms of these advertising programs at any time, including addition of fees, addition or removal of platforms, or end the program (in whole or part) at any time.

We will notify you of major changes.

Using advertising and promotional services through El Locale does not constitute an obligation on El Locale's part to display an ad or promote your listings or shops. El Locale can't guarantee that a displayed ad or promotion will be clicked, and we can't guarantee that if a user clicks that the related listing will be sold.

El Locale's advertising services and advertising policies change over time, as do those of El Locale's third party channel partners, and neither El Locale nor its third party channel partners guarantee any particular program's features, results, or third party channels. El Locale reserves the right to change or terminate any campaign, incentive offer, or a program in part or as a whole at any time.

El Locale may, and you give El Locale permission to, automate parts or all of an advertising service provided, including combining bids across listings, geographical regions, keywords, ad formats, verticals, and on and off-El Locale marketing channels and platforms. You give El Locale permission to do so, with notice from El Locale, even if those features or options replace the parameters and options you set for the particular advertising service.

COMMUNITY

Community is at the heart of all we do at El Locale. El Locale sellers use community spaces to find inspiration, share knowledge, discuss ideas, and build relationships that help them grow their businesses.

El Locale community spaces are public areas where sellers can interact with one another. Sellers who use any of the community spaces must be over 18 years old. To make sure that the El Locale community continues to be a place that's safe, welcoming and respectful, you agree to comply with the following policies in all community spaces:

1. Respect other members' privacy, and protect your own. Don't share private or personally identifying information in public areas of the site. This includes, but is not limited to,

transaction details, personal contact details and the verbatim contents of private correspondence.

2. Do not use community spaces to discuss interactions with El Locale representatives, or to share verbatim extracts of such conversations (i.e., emails, DMs or messages, live chats etc.). Remember, most messages between you and El Locale are considered private correspondence and we ask that you respect this confidentiality. Please refer to our Privacy Policy for more information.
3. Be honest and transparent about who you are. Don't use a fake identity.
4. Be respectful towards other sellers and, when in doubt, lead with kindness, assume best intentions and act on that basis. Don't use community spaces to publicly disparage a specific seller, an El Locale representative, shop, listing or category of item.
5. Don't use community tools or spaces to interfere with another seller's business.
6. Don't spam. This includes unsolicited or duplicate posts or links to your shop, fundraisers, surveys, social media or other promotional content.
7. Don't use community spaces to coordinate pricing or discuss fee avoidance with other sellers.
8. Don't use community spaces to harass other sellers. Similarly, don't post content in community spaces that may promote, support, or glorify hatred, misinformation, or that would be in violation of El Locale's policies including our Anti-Discrimination Policy.
9. Don't publish or post threats of violence against others or promote or encourage others to engage in violence or illegal activity.
10. Don't engage in illegal activity or activity that infringes someone's intellectual property, or encourage others to engage in that type of activity.
11. Don't use community spaces to encourage others to violate El Locale's policies.

FEES & PAYMENTS

Sellers may be charged for using some of El Locale's services. This Fees & Payments Policy explains your fees and taxes and how to pay them.

Depending on the plan you choose, you will either have a monthly fee, a commission (or a combination of the 2) plus credit card processing % and transaction fee.

El Locale's automatic renewals feature will automatically renew your membership each month. If you do not wish to renew, you may cancel automatic renewals at any time.

Advertising & promotion fees are additional and covered up above.

TAXES

You are responsible for paying any taxes associated with using and making sales through El Locale's services. Any taxes we collect are paid to you the seller.

PROHIBITED ITEMS

El Locale is not a curated marketplace. However, for a variety of reasons, we prohibit certain types of items from El Locale. Some items present legal risks to our community; others are inconsistent with our values, are harmful to our members, or simply are not in the spirit of El Locale. This policy explains what is prohibited or restricted on El Locale.

1. Alcohol, Tobacco, Drugs, Drug Paraphernalia, and Medical Drugs
2. Animal Products and Human Remains
3. Dangerous Items: Hazardous Materials, Recalled Items, and Weapons
4. Hate Items: Items that Promote, Support, or Glorify Hatred
5. Illegal Items, Items Promoting Illegal Activity, and Highly Regulated Items
6. Internationally Regulated Items
7. Pornography and Mature Content
8. Violent Items: Items that Promote, Support, or Glorify Violence

INTELLECTUAL PROPERTY

As a venue for artists, designers, and makers, El Locale takes intellectual property rights very seriously. We comply with intellectual property laws and industry best practices in order to maintain the integrity of our creative marketplace. This Intellectual Property Policy explains how we address allegations of infringement, how authorized parties can submit proper notices of infringement regarding content on our marketplace, and how El Locale sellers can respond when their listings or shops are affected by a notice.

El Locale is a marketplace composed of individual third-party sellers who run their own shops, create their own policies, and are responsible for their inventory, shipments, and complying with the law. We provide a venue, but El Locale does not manufacture goods, hold inventory, or ship items on behalf of our sellers. The content uploaded on El Locale's marketplace is generated by independent

sellers who are not employees, agents, or representatives of El Locale. Sellers are responsible for ensuring they have all necessary rights to their content and that they are not infringing or violating any third party's rights by posting it.

El Locale reserves the right to disable any listing, shop, or account that we believe violates our Terms of Use, including this Intellectual Property Policy or our Prohibited Items Policy. El Locale also reserves the right to take action against abusers of El Locale's Intellectual Property Policy or our Terms of Use.

El Locale can't speak on behalf of intellectual property owners, nor is El Locale in a position to offer legal advice or make legal determinations whether a shop's content infringes someone else's intellectual property. El Locale will remove material cited for alleged intellectual property infringement when provided with a proper notice.

SHIPPING

This Shipping Policy explains your shipping obligations as a seller and your rights and responsibilities when selling on El Locale's Marketplace.

Sellers are responsible for shipping their sold items to buyers. If you're using a shipping or fulfillment service, please keep in mind that you are ultimately responsible for making sure that your buyers receive their orders.

By selling on El Locale, you agree to:

1. Provide an accurate "ships from" address.
 - B. Specify your shipping costs and processing times in your listings.
 - C. Ship items promptly after they are sold. Prompt shipping means that you ship each item within 3 days of purchase, unless you specify otherwise in your processing time or agree to a different shipping period with the buyer.
 - D. Comply with all local and international shipping and customs regulations.
 - E. Ship to the address listed on the El Locale receipt.
 - F. Mark the order as shipped when you ship it. Remember that you may only mark an order as shipped after you actually have shipped it. When you mark an order as shipped, the buyer will receive a notification.
 - G. Charge an appropriate amount for shipping.

By entering tracking information or delivery confirmation on El Locale, you're giving us permission to collect and share this data received from your chosen shipping carrier with the buyer.

In the unlikely event an order does not arrive, be prepared to provide valid proof of shipping. Valid proof of shipping must show that the item actually was shipped and that it was sent to the address

provided on El Locale. If a buyer does not receive their order, they may file a case against your shop. Please see this Help article to learn more about El Locale's case system.

If any of these terms are not followed or requirements met, you as the seller are liable for commissions, fees incurred and any additional damage charges.