

GENERAL TERMS AND CONDITIONS of Decosya.com website applicable for Sellers

1. INTRODUCTION

Decosya.com is an online platform operated by Decosya OÜ, which connects end-users (hereinafter: Consumers) with creators, also known as sellers (hereinafter: Sellers).

Our platform does not assume responsibility for the published works but reserves the right to decide on the scope of individual products that can and cannot be published.

2. PLATFORM OWNER DETAILS

Name of data controller: Decosya OÜ

Legal address: Harju maakond, Kuusalu vald, Pudisoo küla, Männimäe/1, 74626

Registration code: 17039615

EU VAT number: EE102795828

Mailing address: info@decosya.com

Representative: Péter Szabó (Chief Executive Officer)

3. GENERAL TERMS

3.1 Any User who registers through the Decosya Partner portal is considered a Seller.

3.2 Issues not regulated in these General Terms and Conditions, as well as the interpretation of these General Terms and Conditions, are governed by Estonian and European Union law. The mandatory provisions of the relevant legislation shall apply to the parties without any separate stipulation.

3.3 These General Terms and Conditions shall enter into force on the date indicated by the validity date indicated above and shall remain in force until revoked. The Service Provider shall be entitled to unilaterally amend the General Terms and Conditions. The Service Provider shall publish the amendments on the Website 8 (eight) days before their entry into force.

3.4 The legal relationship between the Parties shall be governed by the provisions of these General Terms and Conditions, all of which shall be considered essential issues in the contractual relationship. Users may not claim damages against the Service Provider due to the fact that they did not become aware of the relevant modification of the Service Provider's General Terms and Conditions – due to their own negligence – or became aware of it late, and did not review the effective provisions of the General Terms and Conditions on the Decosya website.

3.5 By using the Website, users who open the URL address of the Website (visitors of the Website) accept that all regulations related to the use of the Website automatically apply to them. If the User does not accept the terms and conditions, he/she is not entitled to view the content of the Website.

3.6 Using the Website does not pose any risk; however, the Service Provider recommends that the User use anti-virus software and install security updates for the operating system. Shopping on the Website assumes

that the User is aware of the technical and technical limitations of the Internet and accepts the potential for errors associated with its use. The protection of data on the User's computer is the User's responsibility.

3.7 Anyone may place a link to the Website on their own website without the express consent of the Service Provider. It is prohibited to place a link in such a way that it displays the Website as part of another page (embedding).

3.8 The Service Provider reserves all rights to the Website, any part of it and the content appearing on it, as well as the distribution of the Website. It is prohibited to download, store, process and sell the content appearing on the Website or any part thereof without the written consent of the Service Provider.

3.9 The language of purchase, administration and complaint handling on the Website is English.

4. PRODUCTS AVAILABLE FOR SALE

4.1 Products uploaded on the Decosya platform are placed by Decosya Sellers. Decosya reserves the right to delete them, including the user profile itself, and the uploaded materials, from its system with immediate effect without prior notice.

4.2 The Sellers are solely responsible for the quality of the uploaded products, however, Decosya does everything it can to avoid fraud. Users declare that there is no reason in their person that would prevent the uploading and selling of products on the Decosya platform.

4.3 The displayed products can only be ordered online and, depending on the choice, will be delivered (delivered) within the framework of a parcel delivery service. The prices displayed for the products are in euros, include the statutory VAT and packaging costs, but do not include the home delivery fee, which must be paid in addition to the gross price.

4.4 The Website displays the name and description of the product in detail based on the data uploaded by the Seller, and displays photos of the products. The images displayed on the product data sheet may differ from the real one and may be used as illustrations. The Service Provider assumes no liability for any differences between the image displayed on the Website and the actual appearance of the product.

4.5 Decosya decides on the selling price of the products within its own jurisdiction. The Seller may determine a minimum selling price, which it expects in return for the waiver of its copyrights, but may not reserve any rights that Decosya derives from the sale of this right.

4.6 Users acknowledge that in the case of prices displayed on the webshop, the price indications detailed as follows are clearly considered administrative errors/incorrect price indications:

- a. price set at 0 HUF;
- b. unreasonably high price (for example, six-digit price indication);
- c. unreasonably low price (e.g. price indication set at 1 euro);

4.7 If an incorrect price is indicated, the User may report the fact of this indication and any questions regarding the price indication to the customer service or directly to the Seller. The Buyer, knowing this real

price, may also decide to cancel the order at his/her own discretion, in this case the commission will be taken from the Seller.

4.8 It is prohibited to sell products on the Decosya platform that are

- a. violent or incite any racial, ethnic, religious, gender or political antagonisms, or incite against an individual, group or organization;
- b. works that violate the rights of others and human dignity;
- c. works that adversely affect the mental, physical or moral development of minors;
- d. pornographic or adult-oriented themes;
- e. containing strong vulgarities;
- f. content that incites crime or is related to the promotion of an illegal organization;
- g. works containing protected trade secrets;
- h. aimed at selling copies or counterfeits of industrial art goods or other copyrighted products;
- i. any other content and presentation that violates the law, supports illegal activities, or violates the legal rights of others.

5. COPYRIGHTS

5.1 By uploading to the platform, the Seller declares that he/she owns the copyright of the uploaded works. Violation of this point will result in criminal consequences and permanent ban from the platform.

5.2 In the event of a copyright dispute, Decosya will disclose the personal data of the seller uploading the given work to the authorities and will cooperate in responding to such requests, which the Seller acknowledges.

5.3 By uploading a work to this platform, the Seller waives the ownership of the intellectual work and transfers it to Decosya for further processing and reproduction. This waiver applies to the uploaded digital file and is permissible in connection with the Seller selling it to others later.

5.4 The waiver of intellectual property cannot be revoked; upon uploading to the platform, it will permanently become the property of Decosya and, after processing, will be transferred to the Buyers. Intellectual property only applies to the given work in the case of Buyers, Decosya is not entitled to transfer the raw work as a file as intellectual property through its platform.

6. TERMS OF PAYMENTS

6.1 Decosya maintains contact with the Seller through the online Partner Portal interface, and keeps a record of the products sold and their royalties through this interface.

6.2 Anyone from anywhere in the world can be a Seller, with the exception of the following countries: Afghanistan, South Sudan, North Korea, Islamic Republic of Iran, China, Russia, Sudan, Donetsk and Luhansk regions of Ukraine, Venezuela. Decosya cannot make payments to these countries, therefore Sellers from these countries will be automatically rejected as long as Decosya is prohibited by law from making payments.

6.3 Sellers who apply to the platform from Estonia are required to provide their business details before registration and to provide an invoice to Decosya before the commission is paid.

6.4 Sellers with a residential address or location outside Estonia will be invoiced by Decosya itself as part of a reverse invoicing transaction.

6.5 The minimum payout amount is EUR 100, below which no payout can be requested.

6.6 Decosya does not deduct tax, and reminds Sellers that their tax liability arises in their country of residence.

6.7 Decosya reserves the right to refuse payment if the Seller is on any sanction list, not only from the countries mentioned above, but worldwide. The Seller may therefore not claim interest or any compensation for lost profits.

6.8 Decosya reserves the right to refuse payment for improper use of the platform, in particular if there has been unauthorized misuse of intellectual property.

6.9 Decosya may decide to pay the withheld amount to another beneficiary in the event of a legal dispute, if instructed to do so by an Authority (for example, in the event of clear copyright infringement).

7. LEGAL REMEDY

7.1 If any part of these General Terms and Conditions becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining parts shall not be affected.

7.2 If Decosya does not exercise any right under the General Terms and Conditions, the failure to exercise the right shall not be considered a waiver of the given right. Any waiver of any right shall only be valid if it is expressly stated in writing. The fact that the Seller does not strictly adhere to any essential term or provision of the General Terms and Conditions on one occasion does not mean that it waives its right to insist on strict compliance with the given term or provision in the future.

7.3 The Platform Owner and the Seller shall try to settle their disputes amicably.

Pudisoo küla, 1st January, 2025