**RULES FOR EDITING PRODUCT INFORMATION ON BENEKO MARKETPLACE**

**THE BENEKO MARKETPLACE OPERATOR**

Business name: **BENEKO.COM LLP**

Registered office: The Business Resource Network, 53 Whateley's Drive,

Kenilworth, Warwickshire, CV8 2GY, United Kingdom

Company number: OC427952

Registered in: The Registrar of Companies for England and Wales

Contact: info@beneko.com

(hereinafter referred to as the "**Operator**”)

**I.**

**INTRODUCTORY PROVISIONS**

1. These Rules for editing product information on Beneko Marketplace (hereinafter referred to as the “**Rules of Editing**”) are issued by BENEKO.COM LLP, stated in the heading of these Rules of Editing as Beneko Marketplace Operator. These Rules of Editing stipulates the authorization of the manufacturer or the distributor of products of a certain manufacturer or other person authorized to act for the manufacturer (hereinafter the “**Manufacturer**”) to edit information stated about products issued by Retailers on the www.beneko.com, Beneko Marketplace portal or BENEKO APP mobile application.
2. These Rules of Editing constitute a part of the Special Terms and Conditions of Using the Portal under Article I., point 3. of the Terms and Conditions of Use for the Beneko Marketplace Website, available at is https://beneko.com/gbc hereinafter referred to as the “**Conditions of Use**”), which applies to these Rules of Editing, unless these Rules of Editing designate a different term and define its interpretation.
3. For the purposes of these Rules of Editing, the term "**Product**" means an item, or a service offered by the Retailer via his/her E-shop, whose offer is imported to the Beneko Marketplace Portal or BENEKO APP mobile application by means of XML code.

**II.**

**DECLARATIONS OF THE OPERATOR**

The Operator declares that:

1. All information published on the Beneko Marketplace website or BENEKO APP mobile application belonging to the Operator are protected by copyright. The Products appearing on the website, information about them and their depiction may be protected by other rights of the persons concerned. The names and labels of the Products and the company may be registered trademarks of the respective owner.
2. Any part of the Beneko Marketplace portal or BENEKO APP mobile application, especially the descriptions and depictions of the Products being sold, purchase description, classification into categories and parameters must not be copied, electronically or mechanically, or made publicly available without prior written authorisation by the copyright holder. This provision does not apply to the files and texts published on the “information for printing” websites.
3. The information about Products available on the Beneko Marketplace portal or BENEKO APP mobile application, which are partly adopted from third parties, may contain factual and technical inaccuracies or typographical errors, and may be updated under the conditions specified by these Rules. The Operator does not guarantee the factual accuracy of the content of the information about Products.
4. The Operator does not accept responsibility towards another party for direct, indirect, exceptional or other subsequent damage caused by using information from its own or linked websites, including, but not limited to, lost profit, costs, disruption of operation and other damage. The Operator offers no guarantees or assurances except the guarantees arising from the law, which are provided beyond the law by the suppliers of the Products and the providers of the services offered on the Beneko Marketplace portal or BENKO APP mobile application, unless this is explicitly stated for such Products and services.
5. The information stated on the BENEKO MARKETPLACE portal or BENEKO APP mobile application cannot be interpreted as a declaration about the suitability of the Products for a certain specific purpose, unless the User - consumer has received such a declaration from the Operator after contacting him due to doubts.

**III.**

**MANUFACTURER’S RIGHTS AND DUTIES**

1. The Operator allows the Manufacturers to propose the editing of the information about the Product of the given Manufacturer, and for these purposes, the Operator establishes the info@beneko.com contact address, to which the Manufacturer can send a proposal for the editing of the information (hereafter referred to as the “**proposal**”).
2. Editing is understood as the setting of the images, videos, descriptions, parameters and documents of the given Product. The Manufacturer may propose to the Operator the editing of an image gallery, video, description, list of parameters and the insertion of a PDF document. Editing is only possible for the information about the Product that is clearly indicated by the Manufacturer in the Product specification.
3. Editing shall be carried out by the Operator either by inserting new data or by setting data about the Product in the required format using a regularly updated XML file in the required format (hereafter referred to as “**XML files**").
4. The Manufacturer is responsible for the correctness and truth of the information he proposes.
5. The Manufacturer is obliged to present to the Operator his authorisation to act on behalf of the Manufacturer. Such authorisation may be, for example, an extract from the Business Register, an authorisation letter, a confirmation of being in a job position which involves an authorisation to act on behalf of the Manufacturer in matters related to editing information about the Product.
6. By sending a proposal, the Manufacturer is not automatically entitled to edit the information about the Product of the given Manufacturer. The decision to edit the information about the Product is solely down to the Operator, who may reject a proposal by the Manufacturer any time. A proposal will be rejected particularly in cases where an authorised representative of the Manufacturer fails to present his authorisation to act on behalf of the Manufacturer or breaches the Rules of Editing.
7. If the Operator decides to carry out the editing of the information about a Product of the given Manufacturer on the basis of the Manufacturer’s proposal, he shall do so within 30 days of receiving the proposal.

**IV.**

**CONDITIONS FOR PROPOSED INFORMATION**

1. **Images**. Proposed images must not include any special offers, bonuses or advertising announcements. An image may only depict a Product, or a Product including accessories, which apply to all offers in a comparison. Images must not be larger than 2 MB.
2. **Videos**. A video may only contain a review of the given Product for which it is inserted. A proposed video must be general and must not malign the competition or compare itself with the competition. Only a video posted on the Youtube.com website may be proposed.
3. The Operator is not responsible for the content of the images, videos and information proposed by the Manufacturer. The Manufacturer is obliged to compensate the Operator for damage caused to the Operator due to unlawful content inserted on the Beneko Marketplace website or BENEKO APP mobile application on the basis of a proposal by the Manufacturer.
4. **Description**. The Manufacturer is permitted to propose the editing of:
   1. a short description appearing in the section where the Product is placed and in the Product detail;
   2. a medium-length description, as soon as this description starts to appear; and
   3. a long description appearing in the Product specification tab.

The description must not contain information on bonuses, special offers, accessories or advertising announcements that do not apply to all offers in a comparison. If a current description is modified and saved, the Manufacturer is responsible for all the information stated in the whole description.

1. The Manufacturer is permitted to edit the values of the Product’s parameters. A parameter must have a value corresponding to the given variant displayed in the Product detail.
2. **Documents**. The Manufacturer may propose to insert PDF documents next to a description. Documents are understood as manuals or user guides for the Product, or an installation sheet. The Manufacturer’s proposal must include a name which will contain the name of the Product and an indication of the document type (e.g. User Manual – SAMSUNG Galaxy S10 512 GB). Documents can have a maximum size of 50 MB.

**V.**

**FINAL PROVISIONS**

1. The Operator is entitled to change these Rules of Editing at any time. A change is effective on the day of the publication of changed Rules of Editing on Beneko Marketplace website, available on https://beneko.com/product\_edit\_rules.
2. The Operator is not responsible for the correctness of the information inserted by the Manufacturer for the individual Products.
3. These Rules of Editing become effective on 01.11.2019.