

# Terms and Conditions of the “Humans Market” marketplace

The Terms and Conditions of the “Humans Market” marketplace (hereinafter referred to as the Agreement), in accordance with Article 369 of the Civil Code of the Republic of Uzbekistan, are a public offer conducted by the **Limited Liability Company "Humans", address: 100047, Republic of Uzbekistan, Tashkent, Makhtumkuli st. 2 B, TIN 306624856** (hereinafter referred to as Humans), addressed to capable individuals — Buyers.

The Agreement is a public offer conducted by Humans (offer) to any Buyer to enter into the Agreement on the terms and conditions set forth below. The Buyer is obliged to read this Agreement in full before using Humans Marketplace. Registration in the Mobile Application (for new customers), making the first Order (for existing customers, the text is placed in the Store Card), as well as the use of any functions, software features of the Humans Market marketplace is an acceptance of this offer and means full and unconditional acceptance of this Agreement by the Buyer.

## TERMS AND DEFINITIONS

<b>Term</b>	<b>Definition</b>
"Authorization"	The process of identifying the Buyer by entering a login (email) or phone number and password to access the Humans Mobile Application.
"Blocking"	The imposition of a ban on Buyer's actions on the Marketplace.
"Checkout"	The Buyer's actions aimed at concluding a contract for the sale of the Goods with the Seller and/or concluding a contract for the delivery of the Goods with the Seller or Humans. Each order is assigned a separate number.
"Mobile Application"	Software, which is the Humans application for mobile operating systems, installed on the subscriber device (smartphone, tablet) of the Buyer, allowing Buyers to use the Marketplace, among other things.
"Humans Market", "Marketplace"	The Humans Service which enables the Buyer to obtain information about the Goods, place an order with the Seller, and pay for the Goods.

Payment organization, Operator of the electronic money system	The Limited Liability Company "Maroqand", address: 100164, Tashkent, Navnihol st. 8, TIN 305465762, License of payment organization No 6 from 23.04.2020, website <a href="https://upay.uz">https://upay.uz</a> . processing the Buyers' payments in electronic form and transferring the necessary information to banks or other payment organizations to make the payment.
"Illegal actions"	Abuse of rights and actions committed with an axe to grind through deceit and/or abuse of trust and aimed at unlawful seizure of another's property (funds and other material values) by Humans, Sellers and/or other Buyers.
"Buyer"	An individual who has the intention to order or purchase, or who orders, purchases Goods from the Seller remotely by placing an order for the Goods on the Marketplace and uses the Goods exclusively for consumption purposes (for personal, family, household and other domestic (household) needs (purposes)), not related to commercial activities.
"Personal Data Processing Policy"	Humans' offer published on the website <a href="http://www.humans.uz">www.humans.uz</a> and in the Mobile Application, regulating the collection and processing of Buyers' personal data. organizational and technical measures taken by Humans to protect Buyer's personal data.
"Seller"	An individual entrepreneur, legal entity, or professional income tax payer, who is engaged in the business of selling Goods through the Marketplace to the Buyer using a remote method and has been registered on the Marketplace.
"Goods"	Means goods that are the subject of a sales contract between the Seller and the Buyer freely available in civil circulation, and not prohibited by the laws of the Republic of Uzbekistan.
"Order"	The Buyer's request to purchase the Goods (conclusion of a contract of sale and purchase of the Goods with the Seller) and their delivery to the specified address by the method chosen by the Buyer.
"Payment"	Execution of the Buyer's monetary obligation to the Seller for the purpose of payment for the Goods and their delivery.

The terms not defined in this section of the Agreement may be used in the Agreement. In this case, the interpretation of such term shall be made in accordance with the text of the Terms and Conditions of the Humans Loyalty Program, hereinafter referred to as the Terms, unless otherwise expressly provided for in the text of the Agreement.

## **1. SUBJECT OF THE AGREEMENT**

1.1 This Agreement regulates the relations between Humans and the Buyer, the Seller and the Buyer arising from the latter's use of the Marketplace. Essential and other terms and conditions of the sale and purchase Agreement concluded using the Marketplace between the Seller and the Buyer, as well as the ways of their establishment, are set forth in this Agreement, except as otherwise expressly set forth in the Product card of a particular Seller.

## **2. REGISTRATION AND AUTHORIZATION**

2.1 To be able to use the Marketplace, the Buyer must register or authorize in the Humans Mobile Application and accept the terms of this Agreement and the Personal Data Processing Policy.

2.2 The Buyer shall independently create a password to log in to the Mobile Application. Humans has the right to impose requirements to the password during its creation (length, allowed characters, etc.).

2.3 The Parties to the Agreement guarantee that they have the legal capacity to conclude and execute this Agreement.

2.4 The Buyer's login and password for entering the Mobile Application are necessary and sufficient information for access to Humans Market and unambiguous identification of the Buyer.

## **3. MAKING PURCHASES**

### **Order placement**

3.1 The Buyer can use the Marketplace to search for information about the Goods and purchase the required Goods.

3.2 The Buyer has access to the following ways of receiving the Goods: courier delivery to the specified address by the Seller, Humans, or third parties.

3.3 The Buyer, when making an Order:

- Enters into a direct contractual relationship with the Seller from whom they buy the Goods. By clicking on the "Order" button (or another button with a similar meaning) on the Marketplace, the Buyer enters into a retail sales contract with the Seller on the terms

and conditions specified in this Agreement and the Product card on the Marketplace, which reflects information about the Goods, their characteristics (if any), and the price of the Goods. The quantity of the Goods shall be specified by the Buyer when placing the Order.

- The Buyer shall be the customer of the Goods delivery services provided by Humans, the Seller, or third parties, in case the Buyer has chosen courier delivery to the Buyer's location.

3.4 Humans and the Seller may entrust the fulfillment of their obligations to deliver the Goods to the Buyer to third parties, while remaining responsible for their delivery. If the delivery is carried out by third parties, Humans or the Seller shall provide them with the Buyer's contact details to organize such delivery.

3.5 By placing an Order (by clicking the "Order" button or other similar buttons), the Buyer confirms that:

- Information about the Goods (services) has been brought to the Buyer's attention in full. According to Art. 427 of the Civil Code of the Republic of Uzbekistan, the Seller undertakes to provide the Buyer with necessary and reliable information about the goods offered for sale, corresponding to the requirements established by the legislation or the requirements for the content and methods of providing such information, which are customary in retail trade.
- He/she has fully familiarized himself/herself with this Agreement and fully understands it, as well as understands and agrees with the subject matter and terms of the retail sale agreement for the Goods concluded with the Seller.
- The Buyer has familiarized himself/herself with all material terms and conditions of the sale of the Goods. Material conditions of the sale of the Goods are indicated by the Seller on the page with the description of the Goods.

3.6 SMS or push notifications shall be sent to the Buyer to verify the transfer of the Order.

3.7 The Seller's obligations to transfer the Goods and other obligations related to the transfer of the Goods arise from the moment of confirmation that the Goods are in stock. If after payment for the Goods it is found out that the Goods are out of stock in the required quantity or there is no possibility to deliver the quantity of the Goods specified in the Order, the Seller has the right to cancel the Order or offer the Buyer to change it. In the latter case, the Order may be changed by communication between the Buyer and the Seller's representatives, including by telephone or other communication channels. From the moment the Buyer and the Seller agree on the change of the Order, the Order shall be deemed to have been changed accordingly.

3.8 The Buyer fully understands the meaning and consequences of their actions in relation to the conclusion and execution of the contract concluded with Humans for the provision of delivery services for the Goods, as well as the contract of sale and purchase of the Goods with the Seller.

3.9 The Goods are presented through graphic images-samples, which are the property of the Seller.

3.10. Due to different technical characteristics of monitors, the color of the Goods may differ from the one presented on the Marketplace. The appearance of the Goods may differ from that described on the Marketplace.

3.11. The presence of the Goods in the Mobile Application does not guarantee their availability.

### **Payment for Goods**

3.12. Payment for Orders via the Marketplace is made in cash or non-cash funds. The payment method for a particular Goods is specified on its card. Available non-cash payment methods are:

- bank cards linked to the Humans application;
- electronic money in accordance with the Humans Rules for the Implementation and Execution of Transactions with Electronic Money (<https://humans.uz/documents/electronic-money-en.pdf>).

3.13. The Buyer makes payment in favor of the Seller with the involvement of the Payment Organization or the Operator of the electronic money system.

3.14. In cases stipulated by the current legislation, when paying for the Order, the electronic receipt shall be provided to the Buyer in the Mobile Application in the information on the details of the Order.

3.15. The price of the Goods shall be indicated in the national currency – Uzbek sums – and shall include all applicable taxes.

3.16. The use of the Marketplace is free for the Buyer. When making payments, the Buyer shall pay fees determined by the Payment Organization or the Operator of the electronic money system (hereinafter referred to as the Operator) in accordance with the offer of the Payment Organization or the Operator posted on their websites. Additionally, Humans does not charge any fees or commissions.

3.17. Humans does not provide payment services to the Buyer. Humans is a technological partner of the Payment Organization and the Operator, providing information exchange between the Buyer and the Payment Organization.

### **Receipt of the Order**

3.18. The Order must be received by the Buyer within the delivery period selected by the Buyer.

3.19. Failure to receive the Order by the Buyer within the period established by clause 3.18 of this Agreement and failure to take other necessary actions to accept the Goods by courier delivery shall be considered the Buyer's rejection of the Goods. In this case, the Order is returned, and the money paid for the Goods is refunded.

3.20. The Goods shall be considered delivered to the Buyer when the status of the respective Order is changed to "Delivered", information about which shall be sent to the Buyer in an SMS or push notification, as well as displayed in the Mobile Application. In case the Buyer does not agree with the change of the status of the Order to "Delivered", he/she shall immediately notify Humans about it, but in any case not later than one day from the moment of the change of the status of the Order.

### **The Buyer's rejection of the Goods without any claims to their quality**

3.21. The Buyer shall have the right to reject the Goods of proper quality at any time prior to their delivery, of which the Buyer shall be notified by SMS and Mobile Application, and after delivery of the Goods, if the Goods do not have any defects, but do not fit the size, color, technical characteristics, and other reasons, within 10 calendar days from the date of purchase to return, exchange the non-food goods of proper quality for a similar one from the Seller, and receive a refund.

3.22. Return of Goods of proper quality is possible if they have not been used, the packaging with a barcode (QR code), factory labels, tags, seals, trade dress, consumer properties, as well as the document confirming the fact of purchase of the mentioned Goods are preserved.

3.23. The trade dress shall be recognized as preserved if the appearance of such Goods together with the manufacturer's consumer package allows its further sale to another buyer. Absence or damage of the package, traces of use (including single use), which do not allow the Goods to be re-sold, are an obstacle for further sale of the Goods by the Seller and testify to the lack of preservation of marketability.

3.24. The return of food products (including dietary supplements), vitamins for humans and animals, feed and medicines for animals is possible only until or at the moment of their receipt.

3.25. Buyers should be familiarized with the list of non-food goods of proper quality, not subject to return or exchange for similar goods, which is regulated by the current legislation:

1. Goods for prevention and treatment of diseases at home (sanitary and hygiene items made of metal, rubber, textile and other materials, instruments, medical devices and appliances, oral hygiene products, lenses, child care items, medicines).

2. Personal hygiene items (toothbrushes, combs, hairpins, hair curlers, wigs, hairpieces, and other similar goods).
3. Perfumery and cosmetic goods.
4. Textile goods (cotton, linen, silk, woolen and synthetic fabrics, goods made of nonwoven fabric type materials – ribbons, braid, lace, and others); cable products (wires, cords, cables); construction and finishing materials (linoleum, film, carpeting, and others), and other goods dispensed by the meter.
5. Garment and knitwear products (garment and knitwear lingerie products, hosiery, and glove products).
6. Articles and materials in contact with foodstuffs, made of polymeric materials, including for single use (tableware and accessories for table and kitchen, containers and packaging materials for storage and transportation of foodstuffs).
7. Household chemical products, pesticides, and agrochemicals.
8. Furniture (furniture sets).
9. Items of precious metals, with precious stones, of precious metals with inserts of semi-precious and synthetic stones, faceted precious stones.
10. Automobiles and motorized vehicles, trailers and numbered units to them; mobile means of small mechanization of agricultural work; pleasure boats and other watercraft for household use.
11. Technically complex household goods for which warranty periods are set (household metal-cutting and woodworking machines; household electrical machines and appliances; household radio-electronic equipment; household computing and multiplying equipment; photo and movie equipment; telephone and facsimile equipment; electric musical instruments; electronic toys).
12. Animals and plants.

3.26. If the Buyer rejects the Goods of proper quality, the cost of courier delivery of the Goods is non-refundable.

### **Return and exchange of Goods of improper quality**

3.27. If the Goods are found to have defects that have not been specified by the Seller, the Buyer shall have the right:

- demand replacement with the Goods of a similar brand (of the same model and/or article);

- demand replacement with the same Goods of a different brand (model, article) with a corresponding recalculation of the purchase price;
- demand a commensurate reduction of the purchase price;
- to demand free elimination of defects of the Goods or reimbursement of expenses for their correction by the Buyer or a third party;
- refuse to fulfill the purchase agreement and demand the return of the amount paid for the Goods.

3.28. Upon the Seller's request and at the Seller's expense, the Buyer shall return the Goods with defects to the Seller.

3.29. The Buyer has the right to make the above claims against the Seller, in the manner provided for in clause 8.1 of the Agreement, in respect of defects of the Goods, if they are discovered within the warranty period or shelf life. In cases when the warranty period is less than six months and the defects of the Goods are discovered by the Buyer after the expiration of the warranty period but within six months from the date of transfer of the Goods to the Buyer, the Seller shall be liable if the Buyer proves that the defects of the Goods arose prior to their transfer to the Buyer or due to reasons arising prior to this moment.

After the expiration of the warranty period, the Seller shall not be liable for any defects of the goods.

Since Humans has no right to set the warranty period, it is set by the manufacturer or the Seller. Information about the warranty period for the Goods is indicated in the Product card (if any).

3.30. In cases when defects of the Goods are discovered by the Buyer after the expiration of the 14-day period or the warranty period established by the Seller (manufacturer), and if it is not established, then within six months, the Buyer shall be entitled to submit to the Seller the claims listed in this clause if it proves that the defects of the Goods arose prior to their transfer to the Buyer or due to reasons arising prior to this moment.

3.31. Such evidence may be the conclusion of an expert examination carried out independently at the initiative and expense of the Buyer.

3.32. The Goods shall be returned in the order and terms established by the Seller taking into account the requirements of the legislation of the Republic of Uzbekistan.

### **Delivery of Goods**

3.33. Delivery of the Goods to the Buyer is carried out to the address and within the timeframe agreed upon when placing the Order and specified by the Buyer in the Mobile Application. Humans or the Seller has the right to limit the territory to which the Goods are delivered by



courier. Information about the delivery territory is reflected in the Product card or information about the Seller in the Mobile Application.

3.34. The exact cost of delivery of the Goods is determined when placing the Order and cannot be changed after the Order is placed by the Buyer, except for the case of coordinating the change of cost with the Buyer.

3.35. The defects of the Order fulfillment include:

- inconsistency of the Goods with the description in the card/ wrong size/color, etc.;
- incomplete completion of the Goods;
- empty package of the Goods;
- absence of one or more Goods in the Order;
- the Goods arrived with mechanical damage/ with traces of use/spoiled, etc.

3.36. If the Buyer has not checked the Order upon receipt, the Seller or Humans shall be liable only for defects in the performance of the Order if the Buyer proves that they occurred prior to receipt of the Order.

#### **4. REFUND TO THE BUYER**

4.1 In cases when the Buyer returns the Goods and demands a refund, the Seller shall refund the Buyer in accordance with this Agreement and the procedure established by the legislation of the Republic of Uzbekistan.

4.2 The refund for the Goods shall be made in cash or non-cash form. The specific method of refund for the Goods shall be determined by the Seller. The refund for the Goods paid by a bank card shall be made to the same bank card.

#### **5. RIGHTS AND OBLIGATIONS OF THE PARTIES**

##### **5.1 The rights and obligations of the Buyer:**

5.1.1. The Buyer realizes that any action performed in the Mobile Application using his/her login and password shall be considered an action performed by the Buyer himself/herself.

5.1.2 By performing actions on the Marketplace in the Mobile Application, the Buyer confirms that he/she has read this Agreement and undertakes to comply with its terms and conditions.

5.1.3. The Buyer undertakes to carefully check the correctness of the selected Order (amount, selected Goods, quantity of Goods, etc.) prior to payment.

5.1.4 The Buyer undertakes not to transfer his/her login and password to third parties, and thus is responsible for the safety of the login and password.

5.1.5. The Buyer shall provide true, accurate, and complete information about himself/herself in the Mobile Application, keep this information up to date, and provide accurate information about himself/herself (full name, contact phone numbers, email address) and address for delivery of the Goods.

5.1.6. The Buyer shall immediately notify Humans in the chat room of the Mobile Application or by calling 1234 about any case of unauthorized (not authorized by the Buyer) access to the Mobile Application using the Buyer's login and password and/or about any breach (suspected breach) of confidentiality and access to the Mobile Application.

5.1.7 The Buyer realizes that all claims regarding the quality of the Goods purchased through the Marketplace shall be submitted to the respective Seller.

5.1.8. The Buyer undertakes to comply with the laws of the Republic of Uzbekistan, as well as the rights and interests of third parties when using the Marketplace.

5.1.9 The Buyer undertakes to familiarize himself/herself with the description of the Goods, payment and delivery terms before confirming the Order.

5.1.10. The Buyer shall accept and pay for the Goods within the terms specified in this Agreement.

5.1.11. The Buyer shall comply with the terms and conditions of this Agreement, the rules of promotions held in the Marketplace, and other offers specified in this Agreement.

5.1.12. The Buyer agrees to provide Humans with information about his/her location for correct operation of the Marketplace and display of information about Sellers, locations of Goods, as well as for marketing purposes. The Buyer may refuse to provide information about his/her location in the settings of his/her device.

5.1.13. When using the Marketplace, the Buyer agrees to receive information and advertising from Humans and/or the Seller by means of communication (including but not limited to SMS and push messages, email, telephone) and other forms of newsletter and notifications.

5.1.14. In case of non-cash payment failure, except for the situations when it is related to the Buyer's violation of this Agreement, the Payment Organization's or Operator's offer or failure to perform actions provided by the interface of the Marketplace to make the payment, or insufficiency of funds, the Buyer has the right to apply to Humans in the manner provided in clause 8.1 of the Agreement, and if the issue is not settled, to demand compensation from the Payment Organization in the manner and amount provided by the Payment Organization's offer.

5.1.15. The Buyer undertakes to provide not later than 5 (five) calendar days from the date of receipt of the request from Humans documents and information confirming the Buyer's payment, the Buyer's proper fulfillment of this Agreement, as well as explaining the Buyer's actions when using the Marketplace.

5.1.16. In order to fulfill the Agreement, conduct contests, promotions, announce and inform the Buyers and other similar activities, to exercise the legitimate rights and interests of Humans and to ensure the functioning of the Marketplace, the Buyer grants Humans a universal, perpetual right to use photos, texts of reviews of goods, which he/she leaves publicly on the Internet, by any means on all possible information media during the entire term of the exclusive right, as well as to transfer such right to third parties.

## **5.2 Rights and Responsibilities of Humans:**

5.2.1 Humans has the right to take any reasonable measures to detect and suppress unlawful and unfair actions using the Marketplace.

5.2.2 Humans has the right to request the Buyer's identification document (scan copy) and a photograph of the Goods.

5.2.3 Humans has the right to refuse to transfer the Goods to the Buyer in case of violation of the terms and conditions of this Agreement or the rules of participation in promotions.

5.2.4 Humans has the right to use the information received from the Buyer for the purposes of providing the Buyer with Marketplace services, for marketing, advertising purposes of Humans and/or Sellers, for generalization and analysis of data on the behavior of Marketplace Buyers and other purposes set forth in the Personal Data Protection Policy.

## **6. LIMITATION OF LIABILITY**

6.1 Humans Market is presented "as is", which means that Humans is not responsible for problems arising in the process of installation, updating, support, and operation of the Marketplace (including problems of compatibility with other software products (packages, drivers, etc.), non-compliance of the results of using the Marketplace with the Buyer's expectations, etc.).

6.2 The Buyer realizes that he/she is personally responsible for possible problems related to incompatibility and conflicts of the Marketplace with other software used by the Buyer.

6.3. Humans is not responsible, shall not compensate and shall not be liable for any losses, including lost profits, moral and other damage, caused to the Buyer or third parties as a result of their use of the Marketplace, or because of the functioning of the Marketplace, including losses related to making any decisions and actions based on the information posted on the Marketplace.

6.4. Humans is not responsible for any transactions between the Buyer and the Seller concluded by using the Marketplace, including for the services of third parties, which the Buyer uses to pay for purchases on the Marketplace (services of payment systems, Payment Organization, etc.).

6.5 Humans is not responsible for any information, materials posted by Sellers and third parties on the Marketplace that Buyer accesses using the Marketplace, nor for the availability of the Marketplace or content and the consequences of their use by Buyer.

6.6. Humans shall not be liable for any actions performed in the Mobile Application on behalf of the Buyer by third parties who have gained access to it as a result of their misconduct.

6.7 Humans shall not be liable for non-fulfillment or improper fulfillment of obligations within the Marketplace, as well as possible damage resulting from:

6.7.1. Unlawful actions of the Buyer or third parties aimed at violation of information security or normal functioning of the software, equipment of Humans, Sellers, Payment Organizations or third parties used for the organization of the Marketplace;

6.7.2. Marketplace malfunctions caused by code errors, computer viruses, and other extraneous code fragments in the software of Humans' equipment used for the Marketplace;

6.7.3. Malfunctions of the equipment and/or software of the Payment Organization or the Merchants, as well as other actions and/or inactions of the Payment Organization or the Merchants, as a result of which Humans did not receive the information necessary for the performance of its obligations;

6.7.4. Actions of third parties, including the Payment Organization;

6.7.5. Inaccuracy of data on the bank card, electronic money account, phone number, and address provided by the Buyer.

## **7. CLAIMS OF THE BUYERS**

7.1 The Buyers' claims on general issues of the Marketplace operation are considered by the Customer Support Service through the following channels: the Mobile Application support chat, calling 1234, email (contacts are specified on the website [www.humans.uz](http://www.humans.uz)).

The Buyers' claims related to the Goods shall be sent to the Seller at the contacts specified in the information about the Seller in the Mobile Application.

7.2. In case the Buyer does not agree with the solution of a disputable situation on the Marketplace operation, claims may be made in the following ways:

7.2.1. By postal mail to Humans address specified in the preamble of the Agreement.

7.2.2. By email in the form of an electronic sample (scan) of a document signed with a handwritten signature.

7.3. The claim shall be drawn up in a free form with obligatory indication of the following information: order number, description of the problem, Buyer's claim.

## **8. AMENDMENT AND TERMINATION OF THE AGREEMENT**

8.1 Humans has the right to unilaterally modify this Agreement. The Agreement shall be deemed amended as of the date specified in the relevant Humans notice on [www.humans.uz](http://www.humans.uz). If the Buyer continues to use the Marketplace after the changes take effect, such changes shall be deemed accepted by the Buyer.

8.2 Humans has the right to unilaterally terminate this Agreement and the operation of the Marketplace by notifying Buyers by publishing information on [www.humans.uz](http://www.humans.uz).

8.3. Humans has the right to exclude any Buyer from the Marketplace without warning or to limit the Buyer's use of the Marketplace, if there are grounds for suspicion of fraudulent actions of the Buyer or fraudulent actions against the Buyer by third parties in the following ways:

- block access to any financial transactions from linked cards in the Humans Mobile Application;
- unlink the linked cards in the Humans Mobile Application;
- perform a forced password reset for the Mobile Application, and if the Buyer:
- does not comply with the Agreement;
- uses software, hardware, or other means to change information on the Marketplace, or to obtain information about Buyers, their payments, Sellers, which is not provided for by the user scenarios of the Marketplace usage;
- defames Humans' business reputation, spreads false information about Humans;
- commits fraudulent actions and actions qualified by the Payment Organization or banks as fraudulent or fraud transaction;
- commits unfair acts against the Payment Organization or any third parties, including if there are complaints about the Buyer's actions from any third parties;
- provides misleading or false information to Humans, Sellers, or the Payment Organization;
- makes an Order with the condition of payment in cash but does not meet the courier, refuses to pay, or perform other similar actions;

- makes non-standard Orders (atypical Orders for household consumption, exceeding the limits in terms of quantity) of the Goods and then cancels them;
- accepts an Order, then makes a claim for the quality and/or quantity of the Goods, which is not confirmed as a result of the claim verification;
- appealing to the Customer Support Service with complaints not related to the Order, boorish behavior, use of foul language, or physical force against the courier.

Humans shall have the right to take the above actions at its sole discretion for good cause shown above and without prior notice to the Buyer.

9.4 Withdrawal of the Buyer's consent to the processing of his/her personal data shall result in the termination of the Buyer's use of the Marketplace, as Humans shall no longer be able to provide the Buyer with the opportunity to use the Marketplace.