Among Makers – Terms & Conditions for Sellers

Version 1.3 - Last updated: 29 September 2026

These Terms and Conditions (the "Seller Terms") govern the Seller's use of the Among Makers platform and are entered into between:

(1) Bopa AB, organisation number 559530-4949, trading as Among Makers, with registered address c/o Studio 5, Grimsbygatan 24, 211 20 Malmö, Sweden (**"Among Makers", "we", "us" or "our"**); and

(2) the natural or legal person identified as the seller in the Seller account at the time these Seller Terms are accepted (**"Seller" or "you"**).

Where an individual accepts these Seller Terms on behalf of a company or other legal person, that legal person is the Seller and the individual represents that they are authorised to bind it to these Seller Terms.

A binding agreement between Among Makers and the Seller (the **"Seller Agreement"**) arises when the Seller accepts these Seller Terms through the Platform.

1. About Among Makers

Among Makers provides an online marketplace for product advertisements connecting Swedish sellers and designers, both companies and private individuals, with buyers in selected EU countries. We provide the platform, payment solutions, and a shipping connection through PostNord and other freight providers, but we don't own or sell the products. Among Makers does not own any items advertised or sold through the platform and is not a party to agreements between the Seller and the buyers. In the event of a dispute, the parties must communicate directly to resolve the matter.

When using Among Maker's platform two separate agreements are formed:

- purchase agreement between the Buyer and the Seller, based on the advertised Product and any additional terms agreed; and
- an agreement with Among Makers for the selected transactional service. Among Makers is not normally a party to the purchase agreement, except to the extent mandatory law provides otherwise.

2. Who Can Sell on Among Makers

To become a Seller on our platform, you must:

- Be at least 18 years old and able to enter legally binding agreements. You must register as either a Private Seller or a Professional Seller, as defined below.
- Create your own handmade or self-designed goods (no resale, no dropshipping, no mass production or similar).
- If you represent a business, you represent and warrant that you have authority to bind the Seller to these Terms.
- Comply with all relevant laws applicable to the Seller and the Products, including product safety, consumer protection, tax, packaging and extended producer responsibility (EPR) requirements in Sweden and any other country in which the Seller offers Products for sale.

Seller Status

Sellers must register on the Platform as either a **Private Seller** or a **Professional Seller**.

"Private Seller" means a natural person who sells Products in a private capacity and not as part of a business, commercial or professional activity.

“Professional Seller” means a Seller who sells Products as part of a business, commercial or professional activity, whether as a sole trader, partnership, company or other business entity.

Making handmade or self-designed Products, or pursuing a creative hobby, does not by itself determine whether a Seller is a Private Seller or a Professional Seller. What matters is whether the Seller is selling privately or as part of a business or commercial activity.

Professional Sellers must provide the organisation number or equivalent business identification required by Among Makers. Where applicable, they must also provide their VAT registration number. Professional Seller status does not by itself mean that the Seller is registered or required to be registered for VAT.

A Seller who sells as part of a business, commercial or professional activity must register on the Platform as a Professional Seller. The absence of VAT registration does not, by itself, make a Seller a Private Seller.

The Seller is responsible for selecting the correct Seller status and for keeping that status and the related information accurate and up to date. The Seller must notify Among Makers if their status changes.

Among Makers may request information reasonably necessary to verify a Seller’s status and may require a Seller to update their status, or suspend further selling, where there are reasonable grounds to believe that the selected status is incorrect.

The rights and obligations applying to a sale may differ depending on whether the Seller is a Private Seller or a Professional Seller and as required by applicable law.

3. What You Can Sell

We welcome:

- Handmade or self-designed products made by you or your small team.
- Upcycled items that have been creatively transformed.

We do not allow:

- Resale, vintage items, digital downloads, or mass-produced goods.
- Hazardous, illegal, or regulated goods.

4. Product information

When a Seller advertises a Product, the Seller must:

- only advertise and promote products that have been made or designed by the Seller and that are sold by the Seller under their own name or brand. The Seller may not list, promote, or link to products or entities offered by third parties.
- ensure that information about the product and the advertisement comply with these Terms.
- the listing must clearly state all information reasonably relevant to the purchase, including price, materials, dimensions, care instructions, allergens or safety information where applicable, available variations, dispatch time and whether the Product is made to order.
- where natural variations are inherent in a handmade or upcycled Product, the Seller must describe those variations accurately. Such variation does not excuse a Product that is materially different from the listing, unsafe, defective or otherwise not in conformity with the purchase agreement.
- ensure that product information and advertising content must be truthful, accurate, and not misleading, and must not contravene Swedish law, the International Chamber of Commerce (ICC) Advertising and Marketing Communications Code, and other applicable regulations.
- ensure that the product information and the advertisement does not infringe third-party rights.
- ensure that the product information and the advertisement does not contain offensive material, including incitement to hatred, pornography, or violence.
- ensure that any identifiable individuals in the advertisement have consented to their inclusion.
- ensure compliance with applicable data protection laws, including GDPR.

- ensure that the product advertisements must meet our technical and editorial requirements.
- clearly indicate whether the advertisement is posted by a Private Seller or a Professional Seller. Professional Sellers may not advertise as private individuals. The legal rules that apply may depend on the Seller's status and on mandatory law, including any rules applicable where a purchase is facilitated by a marketplace or other business.

The Seller must keep its legal identity, business status, registration details and contact information complete, accurate and up to date so that the correct information can be shown to Buyers before and after purchase.

- If an advertised product does not follow these demands the Seller will be given an opportunity to amend the information in the advertisement, but we reserve the right to decline or remove listings that don't align with these Terms or our quality standards.

The Seller grants Among Makers the rights to use Product information, images and other Content as set out in Section 8 (Intellectual Property).

Among Makers may make reasonable editorial adjustments to Product information to improve clarity, consistency or presentation, provided that such adjustments do not materially change the meaning of the Seller's information. Removal or modification of a product and advertisement does not entitle the Seller to any damages. If an advertisement fails to meet our requirements, we may refuse publication.

All Products submitted to the Platform are subject to review and approval by Among Makers before they are published. Among Makers reserves the right, at its discretion, to reject, request changes to, suspend or remove any Product listing that does not meet the Platform's curation, quality, presentation or photography standards, is not considered suitable or relevant for the Platform's audience, or is otherwise inconsistent with these Terms or the Among Makers brand.

The Seller may be asked to provide further information, improve Product descriptions or replace Product photographs before a listing is approved. Submission of a Product does not guarantee that it will be accepted or published on the Platform.

Among Makers may also review an approved Product at a later date and remove or suspend it if it no longer meets the applicable standards. Approval of a Product does not constitute a certification or guarantee by Among Makers regarding its quality, safety, legality or compliance with applicable law.

A Seller may have a maximum of fifty (50) different Product listings published on the Platform at any one time. Different variants of the same Product, such as different colours, sizes or materials, may be included within the same Product listing and will count as one listing, provided that the variants relate to substantially the same Product and are clearly described.

Materially different Products or designs must be advertised in separate Product listings and will each count towards the fifty-listing limit. The Seller must not combine unrelated Products in one listing or create duplicate listings in order to circumvent this limit.

Among Makers may request that a listing be amended, divided or removed if it does not comply with these requirements.

5. Payments, Fees & Commission

All payments made through the Platform are securely processed by Stripe Payments Europe, Ltd. ("Stripe"). Sellers are required to agree to the Stripe Connected Account Agreement, available at https://stripe.com/legal/connect-account. By using the Platform, all Sellers agree to the processing of payments through Stripe.

Among Makers charges a commission of **25% of the Product price excluding VAT**, plus Swedish VAT on the commission. No commission is charged on shipping.

Among Makers is responsible for fees charged by Stripe for payment processing through the Platform, including applicable payment processing and dispute fees. Such Stripe fees are not charged to the Seller. This does not affect the Seller's responsibility to fund refunds, chargebacks or other amounts payable in connection with the Seller's orders.

Seller payout timing

The Seller's share of each completed sale is recorded on the Platform as **pending Seller funds**.

Among Makers will normally delay initiating the transfer of those funds to the Seller's connected Stripe account for **fourteen (14) days from the relevant order date**.

During this period, the Seller's share remains pending and has not yet been transferred to the Seller's connected Stripe account.

The scheduled transfer amount may be reduced where amounts are due from the Seller in connection with refunds, returns, chargebacks, shipping adjustments or other liabilities arising under these Terms.

After the 14-day period has expired, Among Makers will normally initiate the transfer of the remaining amount due to the Seller's connected Stripe account, subject to any outstanding Seller liabilities or other amounts that may be deducted in accordance with these Terms.

Set-off and recovery of amounts owed by the Seller

Where the Seller owes an amount to Among Makers in connection with a refund, chargeback, shipping adjustment or other liability arising under these Terms, Among Makers may recover that amount by setting it off against:

- pending Seller funds that have not yet been transferred;
- amounts otherwise due to the Seller from future sales or transfers; and
- any other amounts payable by Among Makers to the Seller, where permitted by applicable law.

If the available pending Seller funds are insufficient to cover the Seller's liability, the remaining amount will be recorded as an **outstanding Seller liability** and may be deducted automatically from future Seller transfers.

If an outstanding Seller liability has not been fully recovered from pending or future Seller funds within **thirty (30) days** after it arises, Among Makers may require the Seller to pay the remaining balance directly. Among Makers will notify the Seller of the amount due and provide reasonable payment instructions. The Seller must pay the outstanding amount within **fourteen (14) days of that notice**.

Among Makers may require payment sooner when the Seller closes or terminates their account, the account is suspended, or there are reasonable grounds to believe that future Seller funds will not be sufficient to settle the outstanding liability.

Stripe settlement and bank payout

Once Among Makers has initiated the transfer of the Seller's funds to the Seller's connected Stripe account, those funds are subject to Stripe's applicable settlement periods, payout schedules, risk controls and banking processing times.

The time at which transferred funds become available in the Seller's Stripe account and are subsequently paid out to the Seller's registered bank account is determined by Stripe and may vary depending on the Seller's country, account status, payment method and other applicable factors.

Payouts will be made in the settlement currency associated with the Seller's Stripe account. For example, DKK for Denmark, SEK for Sweden and EUR for Finland. Stripe determines the payout currency and may apply currency conversion fees where applicable.

Among Makers uses Stripe to process payments and administer Seller transfers. The 14-day period described above is a contractual scheduling of the Seller transfer through the Platform and does not make Among Makers a bank, deposit-taking institution or provider of a payment account to the Seller.

All Sellers acknowledge that payment activity is governed by Stripe's Connected Account Agreement as well as these Terms. If any conflict arises between these documents concerning Stripe's payment-processing services, Stripe's Connected Account Agreement will prevail to the extent applicable.

6. Shipping & Delivery

Shipments purchased through the Platform are arranged under Among Makers' business customer agreement with PostNord Sverige AB ("PostNord"). The transport of each parcel is subject to PostNord's general terms and conditions for business customers and other organisations (PAKN), the applicable product-specific terms and conditions for contractual business customers, and, where applicable, NSAB 2015, in each case as in force at the time of shipment.

All orders requiring shipment must use the shipping service provided by Among Makers through PostNord. Among Makers supplies the shipping service to the Seller, and the Seller purchases that service from Among Makers. The corresponding delivery charge is automatically charged to the Buyer as part of the Buyer's order.

The countries to which a Seller may offer delivery may be limited by applicable legal or regulatory requirements, including packaging and EPR requirements.

It is incumbent upon the Seller to ensure that, prior to the commencement of transport, the parcel has been packaged, packed, stowed or otherwise made ready for carriage in an appropriate manner and sent on time.

Among Makers provides the shipping label and pays the carrier directly for the shipment. The seller must:

- Use the digital shipping label provided by Among Makers for all dispatched orders. This label must be accessed via the QR code supplied and presented at a designated PostNord Service Point, where the label may be printed and affixed to the parcel. Alternatively, if you have preselected at signup to receive pdf labels you can print the label yourself and attach it securely prior to dispatch. All parcels must be handed in at an official PostNord Service Point for shipping.
- You are required to dispatch all orders within 1–4 business days of the order date, unless a longer dispatch time has been expressly stated within the relevant product advertisement at the time of purchase. In the event that you are unable to dispatch an order within 4 business days, you are obligated to inform the customer without undue delay, provide a reason for the delay, and specify the expected date of dispatch.
- If you cannot fulfil an accepted order, you must inform the Buyer without undue delay and use the refund function provided on the Platform to issue a full refund of all amounts paid by the Buyer for the affected order, including the associated shipping amount.
- If the order has not been dispatched and the shipping label has not been used, you may contact Among Makers and provide the relevant order number to request a refund or credit of the shipping charge paid by you to Among Makers. Any such refund or credit is subject to approval by Among Makers based on the circumstances of the relevant shipment. Shipping charges are not refunded or credited automatically. A shipping charge will not be refunded or credited if the shipping label has been used, the parcel has been handed to the carrier, or the carrier has charged Among Makers for the shipment.
- As a condition of using the Platform, all Sellers, including private individuals and business entities, agree that the risk of loss of or damage to a Product during transport remains with the Seller until the Product has been delivered to and physically received by the Buyer, or by a third party designated by the Buyer. As Among Makers holds the shipping agreement with the relevant carrier, the Seller must notify Among Makers without undue delay of any transport damage, loss or non-delivery and provide the information and documentation required for Among Makers to submit and administer the claim with the carrier. In the event of a return, the risk of loss of or damage to the Product remains with the Seller until the returned Product has been physically received by the Seller, unless mandatory law provides otherwise. These delivery and risk allocation rules apply irrespective of whether the Buyer is a private individual or acting in the course of a business.
- The Seller must follow PostNord's packaging guidelines to ensure that parcels are machine-sortable and eligible for insurance coverage. This includes packaging the parcel so that it can withstand normal handling during transport, such as a drop from approximately 1.5 metres, in accordance with PostNord's

requirements. The parcel may not be longer than 120 cm or weigh more than 20 kg. Please review PostNord's packaging guide: https://amongmakers.co/seller/help/6/pdf

Packaging Producer Responsibility (EPR)

Sellers are responsible for determining whether they qualify as a packaging producer under Regulation (EU) 2025/40 on packaging and packaging waste ("PPWR") and any applicable national packaging and extended producer responsibility ("EPR") requirements in the countries in which they sell.

Where a Seller is subject to packaging producer responsibility, the Seller must maintain any registrations, memberships, reporting arrangements, authorised representatives or other measures required by applicable law.

Among Makers may require the Seller to provide information reasonably necessary to establish or verify the Seller's packaging compliance status, including confirmation of whether the Seller is a packaging producer, applicable producer registration numbers, details of producer responsibility organisations or authorised representatives where required, and any required self-certification of compliance.

The Seller must ensure that information provided to Among Makers regarding packaging compliance is accurate, complete and kept up to date, and must notify Among Makers if that information or the Seller's status changes.

Where the Seller confirms that they are not the packaging producer for particular packaging, Among Makers may request further information where reasonably necessary to establish or verify that status.

Packaging producer responsibility requirements may differ between countries. Among Makers may therefore require additional country-specific information before allowing a Seller to offer delivery to a particular country.

Among Makers may restrict or disable sales or shipping to a country where information required under applicable packaging legislation has not been provided, is incomplete, cannot reasonably be verified, or indicates that the Seller does not meet the applicable requirements.

Nothing in this Section limits any separate obligations that apply to Among Makers under applicable packaging or marketplace legislation.

Packaging Essentials:

- Use rectangular or triangular boxes with flat sides, securely sealed with appropriate tape and cushioned adequately inside.
- Place the shipping label on a flat surface for machine scanning. Parcels requiring manual handling due to packaging issues may incur additional fees, which will be passed on to the Seller.
- Do not ship posters or prints in round tubes or rolls. These items must be shipped in triangular or square cardboard tubes, or other rigid flat-sided packaging that has 5 or 6 sides and is securely closed at all ends to allow for machine sorting.
- Improper packaging may void insurance coverage and result in no compensation if an item is lost, broken, or damaged in transit.
- Furthermore, The Seller must respect PostNord's standard liability for loss or damage, when applicable, is limited to approximately 150 SEK per kilogram in line with NSAB 2015.

Among Makers reserves the right to charge the Seller for any additional shipping fees incurred as a result of incorrect or incomplete information provided by the Seller, including but not limited to incorrect weight or dimensions, or where a parcel is deemed by the carrier to be non-machine-sortable or otherwise subject to special handling.

Any additional shipping charge or other shipping adjustment payable by the Seller under this Section will be treated as a Seller liability and may be recovered from pending Seller funds, future Seller transfers or otherwise in accordance with Section 5.

What We Cover

Our transport insurance with IF Skadeförsäkring AB provides coverage for eligible parcels:

- Up to 10,000 SEK per parcel, for loss or damage,
- Coverage applies to properly packed items with a value above 50 SEK.
- Claims for damage or loss are supported as long as packaging and shipping conditions have been met.
- A deductible of 50 SEK per claim, which will be charged to the Seller.

Coverage follows any updates from IF Skadeförsäkring AB.

Among Makers will not be responsible to pay any damage before coverage is decided and if the transport insurance declines coverage.

What We Don't Cover

The following are not covered by the transport insurance made available through Among Makers:

- jewellery. Sellers shipping jewellery are responsible for obtaining and maintaining their own suitable transport insurance; ● inadequately or unsuitably packaged Products; ● non-machine-sortable parcels, including parcels requiring manual handling; ● Products packaged in tubes, rolls or other irregular packaging not suitable for machine sorting; ● damage arising from the Product's own nature, condition or any defect existing before transport; ● loss or damage resulting from failure to comply with applicable packaging, transport or dispatch requirements; ● delay, loss of sales, loss of profit or other indirect or consequential loss; ● prohibited, unlawful, restricted or incorrectly declared Products; ● shipments arranged through a carrier or shipping method not approved or arranged by Among Makers; and. ● Any goods within, to, from, or through the Russian Federation, Belarus, any non-state-controlled area of Ukraine, or the territorial waters of the Russian Federation.
- Any transport of goods to, from, and within the territories of Kazakhstan, Turkmenistan, Kyrgyzstan, Uzbekistan, Tajikistan, and Azerbaijan, as well as any damage or claims for compensation arising therefrom.

A deductible of SEK 50 applies to each approved insurance claim. This amount will be deducted from any compensation payable in respect of the claim. The Seller will not be charged this deductible twice.

Where shipping is arranged directly by the Buyer, or where Among Makers has not supplied, arranged or managed the freight, any transport insurance made available through the Platform shall not apply.

Insurance coverage is subject to the terms, limitations and exclusions of Among Makers' applicable transport insurance policy. Among Makers does not guarantee that a claim will be accepted or that compensation will be paid.

Unless otherwise expressly agreed, insurance coverage does not apply to transport, damage, or claims for compensation in respect of transport where products are exported or transited outside the European Union/European Economic Area, or where products are prohibited, restricted, or regulated under applicable law (including export control or sanctions regulations), or shipped in violation of these Terms or applicable legal requirements.

If Something Goes Wrong

In the event of suspected transport damage, the Seller must instruct the recipient to inspect the parcel for visible damage upon collection or delivery where reasonably possible. Visible damage should be reported immediately to the service point or carrier and, where appropriate, the recipient should decline to accept the parcel.

If damage is discovered after collection, the Buyer should contact the Seller through the Platform as soon as reasonably possible. If the damage may give rise to a claim against PostNord or under the transport insurance

arranged through Among Makers, the Seller must notify Among Makers at support@amongmakers.co without undue delay and no later than five (5) days after delivery.

The five-day notification request supports the carrier and insurance process and must not be presented to the Buyer as removing or shortening any mandatory complaint right.

The Seller must assist Among Makers in obtaining all information and documentation required to investigate and submit a claim, including evidence of the Product's value, a description of the damage and photographs of both the damaged Product and its packaging. The Product and all packaging must be retained until the claim has been resolved. Among Makers reserve the right to inspect the damaged Product.

The Seller must not require the Buyer to use, repair, return or dispose of the damaged Product or packaging before Among Makers or the Seller has confirmed in writing how the matter should be handled.

If a parcel has not reached the recipient within thirty (30) days after being handed in for transport, the Seller must notify Among Makers and ensure that the intended recipient provides any information reasonably required for a loss claim. The notification must be received by Among Makers no later than forty-five (45) days after the parcel was handed in for transport.

The value of the Product must correspond to its reasonable market value and may not exceed the amount actually paid for it. Among Makers will administer the claim with the relevant carrier or insurer and communicate the outcome to the Seller. The Seller is responsible for ensuring that the consignment complies with these Terms, the applicable carrier terms and NSAB 2015. Among Makers accepts no liability for consignments that breach those requirements.

The outcome of a carrier or insurance claim does not reduce or remove the Seller's obligations to the Buyer under the purchase agreement, these Terms or mandatory law.

If a parcel contains items that violate applicable law, these Terms, the carrier's terms or NSAB 2015, the parcel may be discarded or destroyed by the carrier upon discovery, and a police report may be filed. The Seller shall indemnify Among Makers for any loss or damage arising from the Seller's breach. The Seller shall also be liable for any destruction costs and additional administrative charges.

7. Returns & Refunds

The Seller must comply with Swedish and EU consumer rights, including:

- Professional Sellers must provide the statutory right of withdrawal required by applicable consumer law. In addition, as a condition of selling on the Platform, Private Sellers must provide Buyers with a contractual 14-day right of withdrawal on the same timing basis, subject to the exclusions stated in the Buyer Terms, including genuinely personalised Products and other lawful exceptions.
- The Buyer may inspect the Product only to the extent reasonably necessary to establish its nature, characteristics and functioning. The Seller may make only those deductions for diminished value that are permitted by applicable law and the Buyer Terms.
- The Seller must process refunds through the Platform and follow the timing rules in Section 12 of the Buyer Terms. For statutory withdrawal, the refund must be made without undue delay and no later than 14 days after the withdrawal notice. The Seller may wait until the Product is received or the Buyer provides evidence that it has been sent back, whichever happens first. Where the Buyer exercises a right of withdrawal, the Buyer is responsible for arranging and paying the return shipping cost unless the Buyer Terms or applicable law provide otherwise, and the Buyer must receive a refund corresponding to the full refundable amount paid for the Product in accordance with applicable law and these Terms. Where a Product is defective, damaged or otherwise not in conformity with the Agreement, the Seller and the Buyer may agree on an appropriate partial refund if the Buyer chooses to retain the Product.
- For a full statutory withdrawal from a Professional Seller, the refundable amount normally includes the Product price and the cost of the least expensive standard outward delivery method offered for that purchase. Additional charges for an upgraded delivery method do not have to be refunded. For the contractual withdrawal right offered by a Private Seller, the original outward delivery charge is refundable only where the Seller has expressly agreed or mandatory law requires it.

- The Seller must provide the Buyer with a usable return address and reasonable return instructions. A returned Product must not be directed to Among Makers' registered office unless Among Makers expressly instructs otherwise.

Refund processing and Seller liability

Among Makers will facilitate refunds to Buyers through the Platform and Stripe.

Where all or part of a Buyer refund is the Seller's responsibility, the Seller is responsible for reimbursing Among Makers for the relevant amount, subject to any commission credit due under this Section.

For the purpose of calculating the Seller's refund liability, the applicable commission credit due from Among Makers will be deducted from the amount otherwise recoverable from the Seller.

Where a refund to the Buyer includes the original shipping charge paid by the Buyer, and the Seller is responsible for refunding that amount under these Terms or applicable law, the shipping amount forms part of the Seller's refund liability. This is separate from any refund or credit of the shipping service purchased by the Seller from Among Makers under Section 6.

Where the Seller has pending Seller funds that have not yet been transferred to the Seller's connected Stripe account, Among Makers may apply those pending funds towards the Seller's refund liability.

If the Seller's refund liability exceeds the available pending Seller funds, the remaining amount will be recorded as an **outstanding Seller liability** and may be recovered from future Seller transfers in accordance with Section 5.

Where funds relating to the relevant order have already been transferred to the Seller's connected Stripe account, Among Makers may, where technically available and permitted by Stripe and applicable law, use available payment-processing mechanisms to recover or reverse amounts due. Any amount that is not recovered in this way remains a Seller liability and may be recovered in accordance with Section 5.

If an outstanding Seller liability is not fully recovered from pending or future Seller funds within the period specified in Section 5, Among Makers may require the Seller to pay the remaining balance directly in accordance with the payment terms set out there.

Commission credit on refunds

Where the full Product price is refunded to the Buyer, the Seller will be credited with sixty per cent (60%) of the commission originally charged by Among Makers in respect of that Product. The remaining forty per cent (40%) of the commission is non-refundable.

Where only part of the Product price is refunded, the Seller will be credited with sixty per cent (60%) of the portion of the commission attributable to the refunded Product amount. The remaining commission is non-refundable.

No commission credit is due in respect of any refund of delivery charges, as Among Makers does not charge commission on shipping.

Where a Buyer refund includes an outward delivery charge for which the Seller is responsible under these Terms or applicable law, that delivery amount forms part of the Seller's refund liability. Any refund of the delivery charge to the Buyer is separate from any refund or credit of the shipping service purchased by the Seller from Among Makers under Section 6.

Returns, complaints and remedies

The Seller is responsible for handling all returns and complaints, including communication with the Buyer and return shipping costs where applicable.

When the Buyer simply changes their mind, the Buyer is normally responsible for arranging and paying the direct return shipping cost in accordance with the Buyer Terms.

Where a Product is faulty, damaged, incorrect or otherwise non-conforming, the Seller is responsible for reasonable return or remedy costs as required by applicable law.

If the Buyer contacts Among Makers directly because the normal Platform process or contact with the Seller has failed, Among Makers may facilitate communication but does not assume responsibility for the return process except where mandatory law provides otherwise.

The Seller must respond promptly to complaints concerning faulty, unsafe, incomplete, incorrectly delivered or misleadingly described Products and cooperate in assessing the issue.

Depending on applicable law and the circumstances, the Seller may be required to repair or replace the Product, provide a price reduction, reimburse a reasonable repair cost, terminate the purchase and fund a refund, or compensate the Buyer for loss.

The Seller may normally attempt repair or replacement first only where this can be done within a reasonable time, without cost and without significant inconvenience to the Buyer.

If a Product may be unsafe, the Seller must promptly inform Among Makers, provide all reasonably requested information, stop further sales where appropriate and cooperate with any listing suspension, Buyer notification, recall, authority notification or other safety measure required by law.

8. Intellectual Property

You retain all ownership rights to your designs, product images, descriptions, logo and any other content you upload to the Platform or otherwise provide or make available to us, including through platforms such as Google Drive (“Content”).

By listing Products or submitting or otherwise making Content available to Among Makers, the Seller grants Among Makers a worldwide, royalty-free, non-exclusive licence to use, reproduce, display, publish, adapt and distribute the Content for the purposes of operating the Platform and displaying and promoting the Seller’s Products, shop and participation on the Platform. This includes use on our website, social media channels, printed materials, advertisements, newsletters and other promotional formats.

The licence also applies to public social media content published by the Seller that relates to the Seller’s participation on the Platform, Products or shop. Among Makers may repost or share such content through its own promotional channels.

The licence continues to apply to Content submitted or made available before it was removed from the Seller’s shop, shared folders or public channels. The Seller may request in writing that Among Makers stop using specific Content in future promotional materials. Such a request will not affect materials already published, distributed, produced or scheduled for publication.

You confirm that all uploaded or submitted Content is your original work or that you otherwise have the necessary rights to provide it to Among Makers, and that the Content does not infringe the rights of any third party.

Use and Promotion of the Among Makers Brand

The Seller may refer to its participation on the Platform and use brand materials supplied or approved by Among Makers for that purpose. The Seller is encouraged to promote its participation through relevant social media and promotional channels, including by tagging or mentioning Among Makers where appropriate and linking to the Seller's Among Makers shop from its social media profiles or bios.

Among Makers may repost, share or otherwise use public content published by the Seller that relates to the Seller's participation on the Platform, Products or shop, on the Platform, website, social media channels and other promotional channels.

The Seller must not alter the Among Makers logo or use the Among Makers name, trademarks or brand materials in any misleading, damaging or unauthorised manner, including in a way that suggests that the Seller is employed by, represents or is owned by Among Makers, or that Among Makers has manufactured, certified or guaranteed the Seller's Products.

The Seller's right to use the Among Makers brand materials ends when the Agreement terminates or when Among Makers requests that such use cease.

9. Data Protection (GDPR)

Bopa AB processes Personal Data in connection with the operation of the Platform in accordance with applicable data-protection law and the Among Makers Privacy Policy.

The Seller receives Buyer Data only for the purposes permitted under the Seller Agreement and, where applicable, the Joint Controller Agreement.

For the processing operations for which Bopa AB and the Seller jointly determine the purposes and means of processing, Bopa AB and the Seller act as joint controllers under Article 26 GDPR. Those processing operations and the parties' respective responsibilities are described in the separate Joint Controller Agreement.

The Joint Controller Agreement is a separate agreement and requires separate acceptance by the Seller.

The Seller may use Buyer Data only as reasonably necessary to fulfil orders, communicate about delivery, handle returns and complaints, comply with legal obligations and protect legal rights, subject to the more detailed provisions of the Joint Controller Agreement.

The Seller must not use Buyer contact details obtained through the Platform for marketing or add them to a mailing list. A Buyer may separately sign up through the Seller's own channels, as explained in the Joint Controller Agreement.

The Seller must protect Buyer Data and implement appropriate security measures in accordance with applicable data-protection law and, where applicable, the Joint Controller Agreement.

See the Among Makers Privacy Policy for further information about Bopa AB's processing of Personal Data.

10. Taxes and Reporting

The Seller is responsible for declaring all income earned through the Platform and for paying any applicable income tax, VAT, social security contributions, duties or other taxes or charges relating to the Seller's activity.

Professional Seller status does not by itself mean that the Seller is registered or required to be registered for VAT. Each Seller is responsible for determining whether VAT registration or other tax registration is required, providing accurate tax information to Among Makers where applicable, and keeping that information up to date.

Among Makers may be legally required to collect, verify and report information about the Seller, its sales, payments, fees and other relevant activity to Skatteverket or another competent tax authority, including under the EU DAC7 reporting rules.

For the sale of goods, such reporting may apply where the Seller receives more than EUR 2,000 in total consideration or completes at least thirty (30) sales through the Platform during a calendar year, or where reporting is otherwise required by applicable law.

The Seller must provide complete and accurate information reasonably requested by Among Makers for tax reporting and verification purposes, including its name, address, tax identification number, date of birth or company registration details and payment account information. The Seller must promptly notify Among Makers if any such information changes.

Reporting under DAC7 does not itself mean that the Seller owes tax. It means Among Makers sends information to the tax authority; the Seller's actual tax liability is determined separately under the applicable tax rules. Skatteverket confirms that platform operators report information about relevant sellers and the compensation credited or paid to them.

11. **Ranking and Data Access for Professional Sellers**

The following information applies to Professional Sellers and is intended to provide transparency about how Products are displayed on the Platform and what data Professional Sellers can access.

Ranking

Products are generally displayed with the newest published Products first, unless the Buyer selects another available sorting or filtering option.

When a Buyer uses the search function, the Products displayed may also be affected by the Buyer's search terms, filters and the search functionality used by the Platform.

Only Products that have been approved for publication and are currently available on the Platform are eligible to be displayed.

Among Makers may also manually select Products or Sellers for featured, editorial or curated areas of the Platform. Such selections may be based on relevance to a particular theme, collection, season, audience or editorial purpose. Placement in a featured or curated area does not affect the standard ordering of Products elsewhere on the Platform.

Among Makers does not guarantee any Seller or Product a particular position, level of visibility, number of views or level of sales.

Professional Sellers cannot pay Among Makers to obtain a higher position in standard Product listings or search results.

Data Access

Professional Sellers have access through their Seller account to information relating to their own shop, Product listings, orders and transactions, together with the Buyer Data reasonably necessary to fulfil orders, arrange delivery, handle returns and complaints and perform other obligations relating to the relevant transaction.

Depending on the relevant order and Platform functionality, this may include:

- order number and order details;
- Product, variation, quantity and price information;
- order, payment and refund status;
- the Buyer's or recipient's name and delivery details;
- relevant contact information;

- shipping, label and tracking information; and
- order-related communications and information relating to returns, complaints or refunds.

Sellers do not receive the Buyer's full payment-card details.

Professional Sellers do not have access to another Seller's Buyer Data, individual order information, sales information or other confidential information relating to another Seller.

Among Makers may make aggregated or anonymised Platform statistics or performance information available to Sellers from time to time. Sellers do not have a general right of access to data relating to other Sellers or Buyers.

Among Makers has access to information provided by Sellers and Buyers, together with information generated through use of the Platform, to the extent reasonably necessary to operate and administer the Platform, record and facilitate payments and refunds, arrange shipping, provide customer and Seller support, prevent fraud and misuse, comply with tax, accounting, regulatory and other legal obligations, and establish, exercise or defend legal rights.

Information may be provided to payment, shipping, hosting, technical support, accounting, tax and other service providers where reasonably necessary to operate the Platform, provide the relevant service or comply with legal obligations. The handling of Personal Data is further described in the Among Makers Privacy Policy and, where applicable, the Joint Controller Agreement.

Following termination of the Seller Agreement, the Seller's access to information through the Platform is governed by Section 13.

12. Liability

Each party is responsible for loss caused by its own breach of these Terms, negligence or unlawful conduct, subject to applicable law.

Among Makers is not responsible for:

- the Seller's Products, Product descriptions or other information supplied by the Seller;
- the Seller's acts, omissions or interactions with Buyers; or
- delivery delays, transport damage, returns or disputes between the Seller and a Buyer,

except to the extent that the relevant loss was directly caused by Among Makers' breach of these Terms, negligence or unlawful conduct.

Among Makers will nevertheless use reasonable efforts to assist Sellers and Buyers in resolving issues arising through the Platform.

To the fullest extent permitted by applicable law, Among Makers shall not be liable for any indirect or consequential loss, including loss of profit, loss of sales, loss of business opportunity, loss of data or damage to reputation.

For Professional Sellers, where Among Makers is liable, its liability shall be limited to direct and documented loss. Except in cases of wilful misconduct, gross negligence or liability that cannot lawfully be limited, Among Makers' total aggregate liability to a Professional Seller arising out of or in connection with these Terms shall not exceed the total commission paid or payable by that Professional Seller to Among Makers during the twelve (12) months immediately preceding the event giving rise to the claim.

For Private Sellers, nothing in these Terms excludes or limits any rights or remedies available to the Private Seller under applicable mandatory consumer law.

A **Professional Seller** shall indemnify Among Makers against reasonable and documented third-party claims, liabilities, losses, damages and costs to the extent directly caused by the Professional Seller's breach of these Terms, violation of applicable law or infringement of a third party's rights. This indemnity does not apply to the extent that the claim or loss was caused by Among Makers' own breach, negligence or unlawful conduct.

A Private Seller's liability to Among Makers shall be determined in accordance with these Terms and applicable mandatory law.

13. Termination

The Seller may terminate the Agreement at any time by contacting Among Makers at support@amongmakers.co or by using any account-closure function made available through the Platform.

Upon termination by the Seller, the Seller's Product listings will be deactivated and the Seller will no longer be able to accept new orders through the Platform. If the Seller has not already deactivated its Product listings, Among Makers may do so on the Seller's behalf.

Termination does not affect any orders accepted before the Seller's Product listings were deactivated. The Seller must continue to fulfil all outstanding obligations relating to such orders, including delivery, returns, complaints, refunds, payment disputes and any other obligations arising before termination.

The Seller may retain limited access to the Platform for as long as reasonably necessary to complete any outstanding obligations relating to orders placed before termination. Once all outstanding matters have been resolved, the Seller will normally retain limited read-only access to the Seller account for a further thirty (30) days. During this period, the Seller may download available invoices, transaction records and other documents made available through the Platform.

After this period, access to the Seller account may be closed. Sellers are responsible for downloading and retaining any invoices, transaction records or other documents they require for their own accounting, tax or legal purposes. Among Makers cannot guarantee continued self-service access to invoices or other documents after the Seller account has been closed.

Closure of the Seller account does not require Among Makers to delete information that Among Makers is required or entitled to retain for accounting, tax, regulatory, fraud-prevention, dispute-resolution, legal-claim or other lawful purposes. Such information will be retained only for the applicable retention period and handled in accordance with applicable data-protection law and the Among Makers Privacy Policy.

Where the Seller is a Professional Seller, Among Makers may terminate the Agreement by giving at least thirty (30) days' prior notice by email or another durable medium, together with the reasons for the termination, unless applicable law allows a shorter notice period or immediate termination.

Where the Seller is a Private Seller, Among Makers may terminate the Agreement by giving fifteen (15) days' written notice, subject to applicable mandatory law.

Among Makers may suspend or restrict a Seller's account with immediate effect where reasonably necessary, including where the Seller materially breaches these Terms or applicable law, engages in conduct that may harm Buyers, the Platform, the Among Makers community or brand, or where immediate action is reasonably necessary to prevent fraud, unlawful activity, security risks or other harm.

Among Makers may terminate a Seller's account with immediate effect where permitted by applicable law, including where Among Makers is required to do so by law or regulatory obligation, where the Seller has

repeatedly or seriously breached these Terms, or where continued access to the Platform would create a serious risk of fraud, unlawful activity, security harm or harm to Buyers or other users.

Where the Seller is a Professional Seller, Among Makers will provide a statement of reasons for any restriction, suspension or termination on a durable medium where required by applicable law.

Termination, suspension, restriction or closure of the Seller account does not affect any rights, obligations, payments or liabilities arising before the relevant action took effect.

Any outstanding Seller liability remains payable after termination and may be recovered from pending Seller funds or other amounts due to the Seller before the Seller account is finally closed.

14. Force Majeure

We are not liable for delays or failures caused by events outside our reasonable control, including natural disasters, war, or cyberattacks.

15. Changes to These Terms

Among Makers may update these Terms from time to time.

Where the Seller is a Professional Seller, Among Makers will notify the Seller of any proposed material changes by email or another durable medium at least fifteen (15) days before the changes take effect.

A longer notice period will be provided where reasonably necessary to allow the Seller to make technical or commercial adaptations required by the proposed changes.

The Seller may terminate the Agreement at any time before the changes take effect.

The 15-day notice period will not apply where, and to the extent that:

- Among Makers is required by a legal or regulatory obligation to make a change in circumstances that do not allow the applicable notice period to be observed;
- an immediate change is exceptionally necessary to address an unforeseen and imminent danger relating to the protection of the Platform, Buyers or Sellers from fraud, malware, spam, data breaches or other cybersecurity risks; or
- the change is purely editorial and does not alter the substance or meaning of these Terms.

Where the Seller is a Private Seller, Among Makers will provide reasonable advance notice of material changes by email or another durable medium, subject to applicable mandatory law.

Changes to these Terms will not affect rights or obligations relating to orders completed before the changes take effect, unless required by applicable law.

16. Governing Law

These Terms are governed by Swedish law. Any disputes will be handled by the courts of Sweden, with Malmö District Court as the first instance.

Contact

Bopa AB – Among Makers c/o Studio 5, Grimsbygatan 24 211 20 Malmö, Sweden

📧 support@amongmakers.co

Acknowledgment

By accepting these Seller Terms through the Platform, you confirm that you have read and agreed to them.

JOINT CONTROLLER AGREEMENT

and Data Protection Schedule

for Private Sellers and Professional Sellers

Separate AGREEMENT under Article 26 GDPR between Bopa AB and the Seller

Version 1.0 dated 10 August 2026

Joint Controller 1	Joint Controller 2
Bopa AB (org. no. 559530-4949), trading as Among Makers c/o Studio 5, Grimsbygatan 24 211 20 Malmö, Sweden support@amongmakers.co	The natural or legal person identified as the Seller in the Seller account at the time this Joint Controller Agreement is accepted. Where an individual accepts this Agreement on behalf of a legal person, that legal person is Joint Controller 2. The Seller may be a Private Seller, sole trader or other Professional Seller. Organisational details are required only where applicable.
Effective date	The date on which the Seller separately accepts this Joint Controller Agreement through the Platform.
Seller category	As stated in the Seller account and determined under the Seller Terms: Private Seller or Professional Seller. A sole trader acting in a business capacity is a Professional Seller.

Important legal boundary

This Agreement applies only where Bopa AB and the Seller jointly determine the purposes and essential means of the processing described as Joint Processing. Each party remains a separate controller for the processing listed in Schedule 5. If either party processes personal data solely on behalf of the other, that separate activity requires an Article 28 processor agreement. The parties' legal roles depend on the actual processing, not only on the wording of this document.

Relationship with the Seller Terms

This Joint Controller Agreement is a separate agreement from the Seller Terms. It is entered into in connection with the Seller's use of the Platform but requires separate acceptance by the Seller.

Acceptance of the Seller Terms does not by itself constitute acceptance of this Joint Controller Agreement, and acceptance of this Joint Controller Agreement does not replace the Seller Terms.

In the event of a conflict between this Joint Controller Agreement and the Seller Terms concerning the Joint Processing or the parties' data-protection responsibilities addressed in this Joint Controller Agreement, this Joint Controller Agreement prevails to the extent of that conflict.

Contents

1. Incorporation, purpose and scope
2. Definitions
3. Joint controllership and separate processing
4. Joint purposes and essential means
5. Lawfulness, fairness and data minimisation
6. Transparency and privacy information
7. Data-subject rights and common contact point
8. Accuracy and order communications
9. Security and confidentiality
10. Personal Data Breaches
11. Processors, service providers and disclosures
12. International transfers
13. Retention, deletion and records
14. Data-protection impact assessments and consultation
15. Accountability, verification and cooperation
16. Regulatory contacts and complaints
17. Liability
18. Term, changes and termination
19. Governing law and disputes
Schedule 1 - Joint Processing Details
Schedule 2 - Allocation of Responsibilities
Schedule 3 - Enhanced Rules for Private Sellers
Schedule 4 - Rules for Professional Sellers
Schedule 5 - Separate Controller Processing
Schedule 6 - Essence of the Joint Controller Agreement

JOINT CONTROLLER AGREEMENT

1. Incorporation, purpose and scope

1.1 This Joint Controller Agreement, including its Schedules (the **"JCA"**), is a separate agreement between Bopa AB and the Seller concerning the Joint Processing described in this JCA. It is entered into in connection with the Seller's use of the Platform under the Seller Terms but is accepted separately from the Seller Terms.

1.2 The purpose of this JCA is to determine transparently the parties' respective responsibilities under Article 26 GDPR for the Joint Processing described in Schedule 1 and to protect the rights and freedoms of data subjects.

1.3 This Agreement applies to both Private Sellers and Professional Sellers. Schedule 3 applies specifically to Private Sellers and Schedule 4 applies specifically to Professional Sellers.

1.4 This Agreement does not make the parties joint controllers for every processing operation connected with the Platform. Processing that is independently determined by either party is listed in Schedule 5.

1.5 The essence of this Agreement must be made available to data subjects. A proposed summary is set out in Schedule 6.

2. Definitions

2.1 "Applicable Data Protection Law" means the GDPR, the Swedish Data Protection Act (2018:218), and any other privacy or data-protection law applicable to the relevant Processing.

2.2 "Professional Seller" means a Seller who sells Products as part of a business, commercial or professional activity, whether as a sole trader, partnership, company or other business entity.

2.3 "Buyer Data" means Personal Data relating to a Buyer, recipient or other individual involved in an order, including the categories described in Schedule 1.

2.4 "Joint Processing" means the connected processing operations described in Schedule 1 for which Bopa AB and the Seller jointly determine purposes and essential means.

2.5 "Platform" means the Among Makers online marketplace and its related seller, order, messaging, payment-status, shipping, refund and support functionality.

2.6 "Private Seller" means a natural person registered as a Private Seller under the Seller Terms who sells Products in a private capacity and not as part of a business, commercial or professional activity.

2.7 "Separate Bopa Processing" and "Separate Seller Processing" mean the processing operations listed in Schedule 5 for which the relevant party acts as an independent controller.

2.8 "Strong and Unique Password" means a password that is sufficiently long and difficult to guess, is not based on readily available personal information, is not shared with another person, is not reused for unrelated services and follows general advice on password safety.

2.9 "GDPR" means Regulation (EU) 2016/679. "Personal Data", "Processing", "controller", "processor", "data subject", "Personal Data Breach" and "supervisory authority" follow the meanings given in the GDPR.

2.10 Capitalised terms not defined in this Agreement have the meanings given in the Seller Terms. References to law include amendments and replacement legislation.

3. Joint controllership and separate processing

3.1 For the Joint Processing, Bopa AB and the Seller act as joint controllers under Article 26 GDPR.

3.2 Joint controllership does not require the parties to have equal influence over every decision. Bopa AB principally determines the design and operation of the Platform and the data made available through it. The Seller principally determines how the order is practically fulfilled and how the Seller performs its responsibilities toward the Buyer within the agreed Platform framework.

3.3 For Separate Bopa Processing and Separate Seller Processing, the relevant party acts as an independent controller and is solely responsible for determining the purpose and essential means of that processing, subject to Applicable Data Protection Law and the contractual restrictions in the Agreement.

3.4 Neither party acts as a processor merely because it receives information from or cooperates with the other. If a processing operation is performed solely on behalf of and under the documented instructions of the other party, the parties must put an Article 28-compliant agreement (Data Processing Agreement) in place for that processing before it begins.

3.5 The parties must review the role allocation if the Platform workflow, data use, Seller activity or legal requirements materially change. Contractual labels do not override the actual facts of the processing.

4. Joint purposes and essential means

4.1 The parties jointly determine that Buyer Data may be used for the purposes listed in Schedule 1, including facilitating a purchase, enabling the Seller to fulfil the order, arranging and documenting shipment, enabling necessary order communications, updating order and refund status, coordinating returns and complaints, and administering transport claims where Bopa AB holds the carrier relationship.

4.2 The essential means jointly established through the Agreement include the categories of Buyer Data made available, the Platform workflow, the Seller's permitted uses, the shipping and refund functions, the restrictions on marketing and disclosure, and the allocation of responsibilities in Schedule 2.

4.3 Bopa AB retains responsibility for technical decisions concerning the Platform architecture, hosting, account administration and the functionality actually implemented. The Seller retains responsibility for practical fulfilment decisions and the Seller's own devices, accounts, personnel and service providers.

4.4 The Seller must not use Buyer Data for a purpose that is incompatible with the Joint Processing, is prohibited by the Agreement or goes beyond what can be reasonably expected from the Agreement or Agreement. Unrelated marketing, profiling, list building, sale of Buyer Data and advertising-audience creation are not Joint Processing.

5. Lawfulness, fairness and data minimisation

5.1 Each party must ensure that the processing for which it is responsible under this Agreement has an appropriate lawful basis and complies with the principles in Article 5 GDPR.

5.2 Bopa AB is responsible for ensuring that Buyer Data is collected through the Platform and made available to the relevant Seller lawfully and transparently.

5.3 The Seller is responsible for ensuring that its use of Buyer Data for order fulfilment, communications, returns, complaints and other Seller-side activities is lawful, necessary and limited to the relevant purpose.

5.4 The parties may rely on different lawful bases for connected parts of the Joint Processing. Neither party may assume that the other party's lawful basis automatically covers its own processing.

5.5 Only the minimum Buyer Data reasonably required for the relevant purpose may be collected, displayed, copied, disclosed or retained. Telephone numbers and other optional contact details must not be used merely because they are available.

6. Transparency and privacy information

6.1 Bopa AB will provide the main Buyer-facing privacy information for the Platform, including the identity of Bopa AB, the categories of Sellers receiving Buyer Data, the purposes of the Joint Processing, the principal allocation of responsibilities and the common contact point.

6.2 Bopa AB will make the essence of this Agreement available to Buyers, substantially in the form set out in Schedule 6 or through equivalent clear information.

6.3 The Seller must provide any additional privacy information required for processing carried out through the Seller's own systems or for purposes not adequately covered by Bopa AB's Platform privacy information.

6.4 The Seller must keep its identity, Seller status and contact details complete and accurate so that Bopa AB can provide correct information to Buyers.

6.5 If either party proposes a significant change to the Joint Processing that requires the privacy information provided to Buyers to be updated, that party must notify the other party before the change is implemented, where reasonably possible.

7. Data-subject rights and common contact point

7.1 Bopa AB is designated as the common contact point for requests concerning the Joint Processing. Requests may be sent to support@amongmakers.co or another address notified in the Privacy Policy.

7.2 A data subject may exercise their rights against either joint controller irrespective of the allocation in this Agreement. Neither party may reject a request solely because the other party has primary responsibility under Schedule 2.

7.3 A party receiving a request that concerns or may concern the other party must forward it without undue delay and, where reasonably possible, within two (2) business days.

7.4 Bopa AB will coordinate the response for requests primarily concerning Platform records or the Joint Processing as a whole. The Seller must search its relevant records, provide information, correct data, restrict use or delete data as reasonably required to enable a timely response.

7.5 The Seller is primarily responsible for requests concerning Separate Seller Processing, including the Seller's own accounting, complaint, warranty or legal-claim records. Bopa AB is primarily responsible for requests concerning Separate Bopa Processing.

7.6 The parties must not disclose another individual's Personal Data or confidential commercial information when responding to a request and must verify identity where reasonably necessary.

8. Accuracy and order communications

8.1 Bopa AB is responsible for providing reasonable mechanisms for Buyers and Sellers to submit and update relevant Platform information.

8.2 The Seller must promptly notify Bopa AB of inaccurate Buyer Data that affects the Platform record and may not alter Buyer Data for an unrelated purpose.

8.3 The Seller may communicate with the Buyer only as reasonably necessary for the order, delivery, return, complaint or other permitted purpose. Communications must be professional, relevant and limited to the information needed.

8.4 The Seller must not add a Buyer to any mailing or marketing list or use Buyer contact details obtained through the Platform for any direct marketing, advertising or promotional purpose. This includes promoting the Seller's business, brand, products, services, social-media accounts, events, discounts or special offers. This restriction does not apply to communications strictly necessary to fulfil the purchase agreement, arrange delivery, handle a return, complaint or warranty matter, comply with a legal obligation, address a product-safety issue or establish, exercise or defend a legal claim. If a Buyer independently and separately subscribes to the Seller's marketing through the Seller's own channel, such marketing falls outside the Joint Processing under this Agreement. The Seller then acts as an independent controller and is solely responsible for ensuring that the marketing complies with applicable data-protection and marketing laws.

9. Security and confidentiality

9.1 Each party is responsible for implementing appropriate technical and organisational measures for the systems, devices, accounts, personnel and service providers under its control, taking account of the nature, scope, context and risks of the processing.

9.2 Bopa AB is responsible for maintaining appropriate technical and organisational security measures for the Platform, taking into account the nature of the Processing and the relevant risks. Bopa AB will keep an internal record of the security measures that have been confirmed as implemented. No specific technical security feature is guaranteed unless it is expressly confirmed in writing by Bopa AB.

9.3 Every Seller must use a Strong and Unique Password for the Seller account, keep the credentials confidential, and must not allow another person to use the account.

9.4 The Seller must protect any device used to access Buyer Data with a password, PIN, biometric lock or equivalent access protection and must keep the device and browser safe and reasonably up to date.

9.5 The Seller must restrict access to persons who reasonably need the data, maintain confidentiality, avoid unnecessary copies and take reasonable precautions against phishing, messages being sent to the wrong person, unauthorised access, and printed documents containing Personal Data being lost, left unattended or seen by an unauthorised person.

9.6 Private Sellers must comply with Schedule 3. Professional Sellers must comply with Schedule 4. Bopa AB may apply additional proportionate restrictions where a specific risk, incident or pattern of non-compliance reasonably justifies them.

9.7 Neither party guarantees that a security incident will never occur. Each party must nevertheless work preventatively and be able to explain the measures it has taken and must remedy material deficiencies without undue delay.

10. Personal Data Breaches

10.1 Each party is responsible for detecting, assessing, documenting and, where required, notifying a Personal Data Breach occurring in the systems or processing under its control.

10.2 A party becoming aware of a confirmed or reasonably suspected breach affecting Joint Processing, shared Buyer Data, the Platform or the other party's legal obligations must notify the other party without undue delay and, where reasonably possible, in writing within twenty-four (24) hours.

10.3 The notice must include, to the extent known, the nature and timing of the incident, affected data and individuals, likely consequences, containment measures, whether the data remains accessible, and a contact point for follow-up. If not all information is available at first notice, additions should be made when possible. The full notice should be completed as soon as possible and without undue delay.

10.4 Bopa AB will normally coordinate the regulatory assessment where the incident originates in the Platform or affects the Joint Processing broadly. The Seller will normally lead the assessment where the incident originates in the Seller's own device, email, system, personnel or provider. The parties must cooperate and may each have an independent notification duty.

10.5 No party may make a statement on behalf of the other party without authority, but the parties should coordinate communications where inconsistent messages could prejudice data subjects or the incident response.

11. Processors, service providers and disclosures

11.1 Each party is responsible for its own processors and must enter into an Article 28-compliant agreement, Data Processing Agreement, where a provider processes Personal Data on that party's behalf.

11.2 Bopa AB is responsible for its Platform, hosting, payment, shipping, support and other providers to the extent they process Personal Data on Bopa AB's behalf. The legal role of Stripe, PostNord and other providers must be assessed under the applicable service and data-protection Agreements.

11.3 A Private Seller must personally handle Buyer Data and access to the Seller account. A partner, family member, household member, friend or other informal helper may assist with practical tasks relating to an order only where this does not require access to the Seller account or Buyer Data. The Private Seller remains responsible for ensuring that Buyer Data is not disclosed to such persons. Schedule 3 applies to Private Sellers.

11.4 A Professional Seller may use authorised personnel and appropriate providers, provided access is necessary, confidentiality applies, security is appropriate, and any required Article 28 agreement is in place.

11.5 Neither party may disclose Buyer Data to another recipient unless the disclosure is necessary for a permitted purpose, required by law or otherwise supported by an appropriate lawful basis.

12. International transfers

12.1 Each party is responsible for ensuring that any transfer of Personal Data outside the EU/EEA under its control complies with GDPR.

12.2 A Seller must not intentionally transfer or permit remote access to Buyer Data from outside the EU/EEA in connection with Joint Processing without informing Bopa AB in advance and ensuring that a lawful transfer mechanism and any required supplementary measures are in place.

12.3 On reasonable request, each party must provide the other with relevant information about processing locations and transfer mechanisms where this is needed for transparency, a data-subject request, a risk assessment or regulatory compliance.

13. Retention, deletion and records

13.1 Each party must establish and document retention periods and routines appropriate to the processing under its responsibility and must not keep Personal Data longer than necessary.

13.2 Operational copies, screenshots, downloaded files and printed shipping information used only for the immediate order workflow must be deleted or destroyed as soon as they are no longer needed and, unless a justified exception applies, no later than thirty (30) days after completion of that workflow.

13.3 The Seller may retain limited Personal Data for Separate Seller Processing where required for accounting, tax, complaint, warranty, product-safety or legal-claim purposes. The applicable period depends on the Seller's legal status and actual obligations. A Private Seller must not assume that a business accounting-retention period automatically applies.

13.4 A legal obligation to retain transaction records does not automatically justify retaining every email address, telephone number, delivery instruction, message, screenshot or working copy for the same period.

13.5 Each party must maintain records of processing activities where required by Article 30 GDPR and must keep reasonable evidence of deletion and retention decisions where proportionate to the risk.

14. Data-protection impact assessments and consultation

14.1 Bopa AB will lead any data-protection impact assessment concerning the design or operation of the Platform or Joint Processing as a whole. The Seller must provide relevant information about Seller-side processing and safeguards on reasonable request.

14.2 The Seller is responsible for any assessment required for Separate Seller Processing, including a materially different or high-risk use of Buyer Data in the Seller's own systems.

14.3 Where prior consultation with a supervisory authority is required for Joint Processing, Bopa AB will normally coordinate the consultation, without removing any independent obligation of the Seller.

15. Accountability, verification and cooperation

15.1 Each party must be able to demonstrate compliance with the obligations allocated to it under this Agreement.

15.2 Bopa AB may use identity and contact verification, acceptance of this Agreement, clear seller guidance, security declarations, targeted questions and risk-based follow-up to assess compliance. Such measures are contractual and operational controls between joint controllers, not an Article 28 processor audit.

15.3 Bopa AB may request limited and proportionate evidence relevant to the Seller's handling of Buyer Data following a serious security or data-protection incident, a credible concern about compliance, a significant increase in order volume, or a significant change in how the Seller Processes Buyer Data.

15.4 Requests to a Private Seller must be proportionate and normally conducted remotely. Bopa AB will not require routine access to a Private Seller's home or personal device. Unrelated personal or household information may be redacted.

15.5 A Professional Seller must, on reasonable request, provide relevant and proportionate information about authorised personnel, systems used to Process Buyer Data, security practices, processes and any serious security or data-protection incidents affecting Buyer Data.

15.6 The parties must cooperate in good faith regarding complaints, investigations, regulatory enquiries, security remediation and changes required by law or supervisory guidance.

16. Regulatory contacts and complaints

16.1 A party receiving a formal enquiry, complaint, request for information or investigation from a supervisory authority concerning the Joint Processing, or processing connected thereto, must notify the other party without undue delay, unless prohibited by law.

16.2 Each party is responsible for communications concerning processing under its control. The party who is contacted by the Buyer or other individual is responsible for taking appropriate actions in relation to the request. The parties must coordinate where an authority's enquiry concerns both parties or the Joint Processing as a whole. Neither Party may represent the other in contact or communication with supervisory authority.

16.3 Nothing in this Agreement prevents a data subject from contacting or complaining to a competent supervisory authority or exercising rights against either joint controller.

17. Liability

17.1 Liability to data subjects and the allocation of responsibility under Applicable Data Protection Law are governed by the GDPR, including Article 82, and other mandatory law.

17.2 As between the parties, each party is responsible for losses, claims and regulatory consequences to the extent caused by its breach of this Agreement, Applicable Data Protection Law or the responsibilities allocated to it in Schedule 2, subject to the Seller Terms and mandatory law.

17.3 The internal allocation in this Agreement does not prejudice a data subject's rights against either joint controller.

17.4 A party that becomes aware of circumstances likely to cause material harm or liability must inform the other party without undue delay and take reasonable steps to prevent or minimise the harm.

18. Term, changes and termination

18.1 This JCA takes effect when the Seller separately accepts it through the Platform and continues for as long as the parties carry out Joint Processing or retain Personal Data requiring cooperation under this JCA.

18.2 Bopa AB may restrict or suspend access to Buyer Data where reasonably necessary to address a security incident, serious or repeated non-compliance, inaccurate Seller status or contact details, or another significant risk to the rights and freedoms of Data Subjects.

18.3 Bopa AB may update this Agreement where reasonably necessary because of changes to law, regulatory guidance, the Platform or the Joint Processing, subject to the change procedure in the Seller Terms and appropriate notice.

18.4 After the Seller Agreement ends, this JCA still applies to processing needed to complete existing orders and handle returns, complaints or other outstanding obligations. It does not cover new sales. Termination does not affect obligations relating to Personal Data already processed or retained, including obligations concerning data-subject requests, Personal Data Breaches, confidentiality, liability, deletion, retention and cooperation.

19. Governing law and disputes

19.1 This Agreement is governed by Swedish law, excluding its choice-of-law rules. Disputes are handled under the governing-law and forum provisions in the Seller Terms, without prejudice to the rights of data subjects and supervisory authorities under Applicable Data Protection Law.

SCHEDULE 1 - JOINT PROCESSING DETAILS

Defined scope

The parties are treated as joint controllers only for the connected operations below. The Agreement should be reviewed if the actual Platform workflow shows that one party independently determines an operation or acts solely on behalf of the other.

1. Joint purposes

- facilitating the conclusion and performance of the purchase agreement between the Buyer and the Seller through the Platform;
- making the minimum Buyer Data available to the relevant Seller so that the order can be fulfilled;
- enabling necessary order, dispatch, delivery, return and complaint communications;
- arranging, documenting and tracking shipping through the shipping connection made available by Bopa AB;
- recording order, dispatch, delivery, cancellation and refund status in the Platform;
- coordinating returns, complaints and refunds through the Platform without transferring the Seller's substantive responsibility for the purchase agreement to Bopa AB;
- coordinating transport damage, loss and non-delivery claims where Bopa AB holds the carrier or insurance relationship; and
- protecting Buyers and Sellers through proportionate Platform support, fraud prevention, incident response and dispute-facilitation measures linked to a specific transaction.

2. Data subjects and data categories

Item	Details
Data subjects	Buyers; recipients nominated by Buyers; individuals communicating on behalf of a Buyer; and contact persons involved in an order, return or transport claim.
Identity and contact data	Name, delivery and billing address, email address, telephone number, recipient details and Platform identifiers.
Order and transaction data	Order number, product, quantity, price, status, payment or refund status made available through the Platform. Full payment-card data is not intended to be disclosed to the Seller.
Delivery and logistics data	Shipping label or QR information, tracking reference, dispatch and delivery status, delivery instructions and transport-claim information.
Communications and case data	Order-related messages, complaint or return communications, photographs and documents relevant to a transport, safety, refund or Platform support matter.
Special-category and criminal-offence data	Not intended. The parties must not request or record such data unless a specific lawful need has been identified and appropriate safeguards are in place.

Note that the list is not exhaustive.

3. Processing operations and duration

- collection through the Platform, disclosure to the relevant Seller, access, viewing, use, organisation, communication, updating, transmission through approved workflows, restriction, deletion and secure disposal;
- event-driven processing beginning when an order or related issue requires use of Buyer Data;
- Joint Processing continuing only for the time necessary for the active order, return, complaint, refund or transport claim, subject to each party's Separate Processing and legal retention obligations.

SCHEDULE 2 - ALLOCATION OF RESPONSIBILITIES

Responsibility	Primary party	Notes
Determine Platform design, fields and technical workflow	Bopa AB	Seller consulted where a significant impact on the Seller's operations or responsibilities is expected.
Determine practical fulfilment and Seller-side order handling	Seller	Within the Seller Terms and Platform workflow.
Main Buyer-facing privacy information and essence of Article 26 Agreement	Bopa AB	Seller supplies accurate identity and processing information.
Additional notice for Seller's own systems or additional processing	Seller	Required where Bopa AB's notice does not sufficiently cover the activity.
Lawful basis for Platform collection and disclosure to the Seller	Bopa AB	Bopa AB documents the basis.
Lawful basis for Seller's use of Buyer Data	Seller	Seller documents the basis appropriate to the activity.
Common contact point for Joint Processing rights requests	Bopa AB	Buyer may still contact either party.
Search and action in Platform records	Bopa AB	Seller assists where needed.
Search and action in Seller-held records	Seller	Bopa AB coordinates where the request concerns Joint Processing.
Platform security and Bopa-controlled providers	Bopa AB	Only verified measures should be represented.
Seller account, device, email, personnel and Seller-controlled providers	Seller	Schedule 3 or 4 applies.
Platform-origin breach assessment and coordination	Bopa AB	Seller provides prompt assistance.
Seller-environment breach assessment and coordination	Seller	Bopa AB must be notified if shared data or obligations are affected.
DPIA for Platform-wide or Joint Processing changes	Bopa AB	Seller provides relevant information.
DPIA for Separate Seller Processing	Seller	Seller responsible.
Retention in Platform records	Bopa AB	According to Bopa AB retention schedule.
Retention in Seller records	Seller	According to actual legal and operational needs.
Responding to authority enquiry concerning both parties	Coordinated	Lead determined by origin and subject of enquiry.

SCHEDULE 3 - ENHANCED RULES FOR PRIVATE SELLERS

Purpose

These rules provide a controlled and proportionate framework for Private Sellers and do not depend on any unverified Platform functionality.

PS1. Strong password. The Private Seller must use a Strong and Unique Password, keep it confidential, and change it promptly if compromise is suspected.

PS2. No account sharing. Only the registered Private Seller may use the Seller account. Family members, household members, friends and informal helpers may not access Buyer Data or the account.

PS3. Device protection. A device used to access Buyer Data must have a password, PIN, biometric lock or equivalent protection, must automatically lock when unattended where the device supports that function, and must be kept reasonably up to date.

PS4. Platform-first handling. Buyer Data must be accessed and handled within the Platform and Bopa AB's shipping workflow wherever reasonably possible. The Private Seller must not create a general customer database, spreadsheet, address book, shared cloud folder or similar from Platform-sourced Buyer Data.

PS5. Limited copies. The Private Seller may print or display only information reasonably needed for the specific order. Unnecessary screenshots, exports and duplicate copies are prohibited.

PS6. Personal email and messaging. Buyer Data must not be sent through personal messaging or social-media services. Personal email may be used only where operationally necessary and permitted by the Platform workflow or written guidance, and messages must be deleted when no longer needed.

PS7. No informal delegation. The Private Seller must personally perform the handling of Buyer Data. An external fulfilment provider, virtual assistant or other service provider may not be used for Joint Processing without Bopa AB's prior written approval.

PS8. Physical security. Printed labels and order information must be protected from unauthorised access and securely destroyed after use. They must not be left in shared household areas.

PS9. Marketing prohibition. The Private Seller must not add a Buyer to any mailing list, marketing list, social-media advertising audience or customer database, or use Buyer Data obtained through the Platform for any direct marketing, advertising or promotional purpose.

PS10. Incident reporting. Lost devices, exposed labels, misdirected messages, compromised accounts and unauthorised household access must be reported without undue delay under clause 10.

PS11. Security confirmation. Bopa AB may require the Private Seller to confirm that these controls are understood and followed during onboarding, after a serious security or data-protection incident, or when there is a significant change in how the Private Seller Processes Buyer Data.

PS12. Proportionate follow-up. Bopa AB may ask targeted questions or request limited evidence relevant to a specific risk. Routine inspection of a Private Seller's home or personal device is not required, and unrelated personal information may be redacted.

PS13. Deletion. Operational local copies and printed materials must be deleted or destroyed as soon as they are no longer needed and normally within thirty (30) days after the relevant workflow is completed.

SCHEDULE 4 - RULES FOR BUSINESS SELLERS

Scalable requirements

Professional Sellers may use personnel and business systems, but remain responsible for appropriate security, confidentiality and processor Agreements. Requirements should be applied proportionately to the Seller's size, systems and risk.

BS1. Responsibility. The Professional Seller must identify responsibility for compliance with this Agreement and keep its Seller status and contact information current.

BS2. Accounts and passwords. Accounts used to access Buyer Data must use Strong and Unique Passwords. Accounts and passwords must not be shared, as set out in clause 9.3.

BS3. Access control. Access must be limited to authorised persons who need it for relevant duties and removed promptly when no longer required.

BS4. Confidentiality and guidance. Authorised personnel must be subject to confidentiality and receive appropriate data-protection and security guidance.

BS5. Systems and devices. Business systems and devices used for Buyer Data must be supported, reasonably patched and protected against unauthorised access.

BS6. Data minimisation and separation. The Professional Seller must limit Buyer Data to what is needed and, where reasonably possible, distinguish Joint Processing records from records retained for Separate Seller Processing.

BS7. Secure communication. Buyer Data may not be sent through insecure or inappropriate consumer messaging channels. Communications must be limited to the relevant transaction.

BS8. Providers. The Professional Seller must assess its providers and enter into Article 28 agreements where a provider acts as its processor.

BS9. Incident management. The Professional Seller must maintain a reasonable process for detecting, containing, investigating and reporting Personal Data Breaches.

BS10. Review. The Professional Seller must periodically review whether its data-protection and security controls remain effective and must remedy any identified deficiencies without undue delay, taking into account their seriousness and the risk to Buyer Data and Data Subjects.

SCHEDULE 5 - SEPARATE CONTROLLER PROCESSING

Independent responsibilities

The processing below is outside the Joint Processing. The relevant party determines its own purposes and essential means and is independently responsible for compliance.

A. Separate Bopa Processing

- Seller onboarding, identity and account administration beyond what is required for a specific Buyer order;
- collection, verification and reporting of Seller information under DAC7 or other tax and regulatory obligations;
- general Platform analytics, service development and aggregated reporting not jointly determined with the Seller;
- Platform-wide fraud prevention, cybersecurity, access administration and legal compliance not limited to a specific transaction;
- Bopa AB's accounting, tax, insurance, corporate records and legal claims;
- management of Bopa AB's own providers and contractual relationships.

B. Separate Seller Processing

- substantive decisions concerning whether a Product is defective, whether a complaint is accepted and whether to repair, replace, reduce the price or refund, except for the technical recording of the outcome through the Platform;
- Seller accounting, tax, invoicing and legally required business records;
- product-safety, warranty, insurance and legal-claim records maintained for the Seller's own responsibilities;
- use of the Seller's own accountant, lawyer, insurer or other provider for the Seller's independent purposes;
- any separate marketing, customer-relationship management or profiling, which is not authorised merely because a Buyer used the Platform and requires a separate lawful basis;
- any use of Buyer Data after the Joint Processing ends that is independently necessary and lawful for the Seller.

SCHEDULE 6 - ESSENCE OF THE JOINT CONTROLLER Agreement

Proposed Buyer-facing summary

Article 26 requires the essence of the Agreement to be made available to data subjects. This text should be reviewed against the final Privacy Policy and Buyer Terms.

Among Makers and the Seller as joint controllers. When you place an order, Bopa AB, trading as Among Makers, and the Seller jointly determine how certain personal data is used to facilitate and fulfil the transaction. Among Makers operates the Platform, makes the relevant order information available to the Seller, provides payment-status and shipping functions, and coordinates Platform support. The Seller uses the information to fulfil the order, communicate about delivery, handle returns and complaints, and carry out the Seller's responsibilities to you.

Responsibility for your rights. Among Makers is the common contact point for questions and requests concerning this joint processing. You may nevertheless exercise your data-protection rights against either Among Makers or the Seller. The parties will cooperate to respond. Among Makers is primarily responsible for Platform records, while the Seller is primarily responsible for records held in the Seller's own systems.

Separate processing. Among Makers and the Seller also process some information independently. For example, Among Makers processes data for Platform security, tax reporting and its own legal obligations, while the Seller may retain information for accounting, product safety, complaints or legal claims. Each party is separately responsible for that processing and independently determine the purpose, scope and legal grounds for such processing.

Contact. You can contact Among Makers at support@amongmakers.co. The Seller's contact details are provided through the Platform or in connection with the order.