

IKEA Family Terms and Conditions

Welcome to IKEA Family! They say you can't choose your family, but everyone is invited to ours!

1. Who we are

We are Ingka Group, a franchisee of Inter IKEA Systems B.V, operating digital and physical IKEA sales channels across the world. You can read about us at www.ingka.com

1.1 The Ingka Group companies that provide these IKEA Family Terms and Conditions are:

IKEA Deutschland GmbH & Co. KG, Am Wandersmann 2-4, 65719 Hofheim-Wallau, Germany

and

Ingka NB AB, Älmhultsgatan 2, 215 86 Malmö, Sweden

1.2 These IKEA Family Terms and Conditions ("Terms and Conditions") form a legal agreement between you (we will refer to you as the "user" or "member") and (i) IKEA Deutschland GmbH & Co. KG ("IKEA Retail") and (ii) Ingka NB AB ("INBAB") governing the provision and use of your IKEA Family profile (hereinafter also referred to as the "Profile" and all services, offers, and activities falling thereunder (hereinafter collectively referred to as the "Benefits").

IKEA Retail and INBAB offer IKEA Family and provide the IKEA Family account together and are hereinafter referred to as "IKEA", "we", "us".

However, each of the entities above has distinct responsibilities and liabilities under these Terms and Conditions, and this will be made clear from the context in which they are used in these Terms and Conditions.

1.3 IKEA Retail is solely responsible for:

- retail sales of products and services via the following channels: store, retail web and retail app, selling via the IKEA customer support, and
- all thereto connected IKEA Family services, benefits and rewards except for the Marketplace (see below).
- content moderation for retail sales reviews,
- handling of any complaints regarding the retail sales of products and services including functioning of the IKEA Family Account,
- handling of complaints regarding the IKEA Family services, benefits and rewards except for the Marketplace (see below).

1.4 INBAB is solely responsible for:

- the operations and services provided via our second-hand product marketplace www.secondhand.ikea/xx (the “Marketplace”) and acts as the sole provider of this Marketplace,
- content moderation for the Marketplace,
- handling of complaints regarding the operations of and services provided through the Marketplace.
- This means that IKEA Retail is not responsible for the operations of or service provided through the Marketplace and that there is no contractual relationship between you and IKEA Retail for your use thereof.

1.5 We reserve the right to update and modify the IKEA Family program and all related services, offers, and activities, as well as these IKEA Family Terms and Conditions. We will post the updated IKEA Family Terms and Conditions on our website.

If the changes result in legal or financial disadvantages for you, we will notify you of such changes at least six weeks before they take effect and explain the changes to you. If you continue to use your IKEA Family profile after this period, this will be considered acceptance of the amended IKEA Family Terms and Conditions. We will inform you of this in our notification regarding the changes. In addition, you have the option to delete your IKEA Family profile at any time by clicking on the “Delete Profile” function in your profile.

2. Contacts and complaints

We’d love to hear from you! Here are some ways you can contact us.

2.1 If you have feedback, comments, complaints or questions regarding IKEA Family and the services, benefits and rewards (except for the Marketplace), your Account or these Terms and Conditions, please contact IKEA Retail customer service online or by phone. Read more on IKEA.de/Kundenservice or dial +49 6192 9399999 (Mon-Sun: 8.00-18.00).

2.2 If you have specific questions, comments or complaints in relation to the use of the Marketplace please contact INBAB via the support chat on the Marketplace under www.secondhand.ikea.com/de/en/customer-support/.

3. The IKEA Family Account

The IKEA Family Account („Account”) is available to individuals that are 18 years or older and is for personal use only. You are responsible for all activities on your Account.

3.1 To join IKEA Family, you must be at least 18 years old, be resident in Germany and have a valid email address that your Account will be tied to. IKEA Family is intended for private use only, so you are not allowed to create an Account on behalf of a company (we invite companies to join our IKEA Business Network instead). We only allow you to

have one valid Account at a time and your Account and connected IKEA Family membership card (whether digital and/or physical) are personal and you cannot transfer it to another person. If The membership is free of charge. The physical card (if you have one) is the property of IKEA and if you lose it, you must immediately report it [IKEA.de/Kundenservice](https://www.IKEA.de/Kundenservice).

3.2 We trust you to keep your email address, contact details and communication preferences up to date and you can update your information at any time by logging into your Account. You are responsible for all activities that occur on your Account and for maintaining the confidentiality of your password.

3.3 Creating an Account means that we will collect and process your personal data. Please read the IKEA Family Privacy Notice for more information. If you log-in and use the Marketplace, INBAB will also process some of your data as controller for its purposes. Please read the INBAB Privacy Policy for the Marketplace for more information.

3.4 You are responsible for all User Content, including reviews, published listings and any actions that happen under your Account as well as for all listed products sold and transferred by you to buyers on the Marketplace. IKEA is not responsible for any dispute or claim that you may have relating to another user of the Marketplace nor for any tax liabilities or reporting obligations that may apply to you as a user of the IKEA Family services, benefits or rewards.

4. IKEA Family Benefits & Rewards

We support IKEA Family members in implementing home design ideas. Remember to log in or scan your IKEA Family card at the checkout every time to enjoy all the benefits of your IKEA Family profile.

4.1 We offer a great variety of services, benefits and rewards to our IKEA Family members and we are constantly working on new services, incentives and offers to be added to IKEA Family.

Please keep in mind that the IKEA Family services, benefits and rewards may change over time and are subject to availability. Such changes will not affect your preexisting rights. Go to www.IKEA.de/Family for details about the current setup. Benefits communicated individually (including tailored offers) may be available only to selected members based on certain individual criteria established by IKEA (e.g. interests). Individually communicated benefits are non-transferable unless otherwise stated.

Here are a few things to know about our rewards and the Marketplace:

4.2 rewards for IKEA Family members

IKEA Family members can collect points towards choosing a reward voucher from our rewards. You'll need an active profile to do this. Your profile will display the number of points you have earned so far.

4.2.1 rewards for IKEA Family members: How do I collect points?

You can collect points for purchases and interactions with IKEA. By shopping at IKEA, you can collect points from a minimum purchase value of € 5 except for purchases of IKEA gift cards. We'll add one point to your balance for every € 5 in purchases. You can also collect points from the following:

Actions

How often do I receive points?

- Login to your member profile: 1x / month
- Create a profile: once only
- Upgrade to an IKEA Family account: once only
- Create a new wishlist: 1x / week
- Register and attend an IKEA event or workshop: 1x / week

That means that if you log into your profile several times in one week, you'll only earn the points once for that month. After a month has passed, logging in will earn you more points again. Refer to your profile, our website, or the IKEA app for details on the exact number of points that you can collect for purchases and interactions. IKEA reserves the right to change the number of points that you can collect for purchases and interactions. We may also change the purchases and interactions you can collect points for. Your profile will always show you the details on any such changes we might have made.

You'll need to be logged in to your profile to collect points for online purchases and interactions, or scan your IKEA Family card for purchases and interactions at an IKEA store. We can't reregister any of the purchases or interactions later for technical reasons if you forget to identify yourself as a member, even if you have a receipt or other proof of purchase from purchases or interactions.

If you collect points from a purchase but then return goods, maybe because you've decided to use our IKEA return policy or your legal right to withdrawal, we will deduct the points for the returned goods from your points balance. This means that you may end up with fewer points than if you had made the same purchase without the returned item. Returning an item can also result in a negative points balance. In this case, you can bring your points balance back up to positive with purchases and interactions. Remember that IKEA will not make any claims against you if you have a negative points balance.

Points are non-refundable, non-transferable, and cannot be exchanged for cash. They can only be exchanged for various reward vouchers issued in the IKEA Family rewards. Points are valid for 24 months from the date they are credited to your profile (usually 24 to 48 hours after completing a purchase or interactions).

Remember that a purchase is only completed when all the products from the respective order have arrived at your home. The points will automatically expire after 24 months, but don't worry – we'll send you an email early enough ahead to redeem your points before they're gone.

You can always view your points balance and available rewards in your profile.

4.2.2 rewards from IKEA Family: How can I redeem my points?

Once you've collected enough points, your profile will automatically display all the rewards available to you. You can then select a reward voucher. The number of points required for the reward will then be deducted from your total points and you will receive an e-mail with your individual voucher code. Once you have selected a reward voucher, you'll no longer be able to return it against the corresponding number of points. However, our staff can help you cancel a voucher.

You can use your voucher code on our website, in the IKEA app, at an IKEA store, in the planning studio, or at customer service, but note that not every voucher can be used in every sales channel. Your voucher can only be used once and will expire if not used within 30 days from the date of activation. Note that this also applies for technical reasons if you cancel the order later.

4.2.3 rewards from IKEA Family: What rewards are there?

You can select the reward voucher you would like from different product categories in your profile. A few examples:

- Discounted delivery on an order
- A free full meal
- Discount vouchers for the IKEA range or the Swedish Food Market

The rewards available may change over time; this may be due to product and service availability at our IKEA stores or the interests and needs of our members. Your profile will display all the details about the current selection.

4.2.4 rewards from IKEA Family: What happens if a member passes away?

We'll transfer the points to the heir of the IKEA Family profile. As an heir, you have the right to information on the number of points at the time of enquiry, but note that we will require documentation that you are indeed the rightful heir. After IKEA has reviewed your documentation, you will have access to information about the remaining points that have not expired at the time of enquiry. Note that the points will expire if you do not contact us within six months of inheritance.

5. The Marketplace

5.1 The Marketplace: What is the Marketplace?

All IKEA Family members are invited to use the online marketplace for second-hand IKEA products, made available at secondhand.ikea.com and operated by INBAB ("Marketplace"). By logging in for the first time on www.secondhand.ikea.com/de/en/ with your IKEA Family login details (your email address and password), you acknowledge that INBAB will thereafter become your contractual partner for all services provided by INBAB to IKEA Family members in relation to the marketplace. IKEA Retail is not responsible for the provision of any services on the Marketplace or its operations.

The Marketplace is provided as a service to IKEA Family members and is a place where IKEA Family members interested in buying or selling genuine second-hand IKEA furniture and home furnishing accessories (not counterfeit or replica items), with the exception IKEA Food products, home appliances (such as refrigerators, ovens and air purifiers) and

mattresses (“**Products**”), can connect and make transactions. All Products must be safe and in usable condition (i.e. fit for the purposes for which goods of the same type would normally be used). When using the Marketplace, buyers and sellers enter into a contract for the sale and purchase of Products directly between themselves, and neither INBAB nor IKEA Retail is a party to such sale or purchase.

5.2 The Marketplace: Selling an item on the Marketplace

You can sell any Product on the Marketplace with the exception of Products that have been subject to a product recall. Information about dangerous products in Germany is available [here](#). You are not allowed to use the Marketplace to sell non-IKEA products, and you can only list products of which you are the owner or have a right to sell.

a) If you want to list a Product for sale, you should use the search catalogue available on the Marketplace and type in the name of the product or use the image search. After choosing the product from the list, you must upload at least two photos of the Product and answer a series of brief questions about the condition, quality and appearance of the Product (including any defects or alterations). Make sure that your photos accurately represent your Product and that you give true answers to the questions. If your listing is somehow misleading, this may trigger the Buyer Protection (see subsection below) and the buyer may be entitled to a refund.

Certain information from the IKEA product catalogue will be automatically added to your listing such as product measurements, product description and sometimes product materials and care and assembly instructions. If you cannot find the product in our catalogue, it could be because you have an old IKEA product that is not in our digital library. If this is the case, you will have to create a custom item listing which will be subject to manual review.

b) All photos uploaded must comply with the following requirements:

- The IKEA Product must be in focus and represented as accurately as possible.
- The photos must clearly show all Product defects or damages.
- Do not include non-IKEA products in the photos
- Do not include people in the photos
- Do not include abusive substances in the photos such as alcohol, cigarettes etc.
- Do not include religious, political or indecent messages in the photos such as big signs, posters or symbols.

You also need to provide information on where the Product can be picked up. Unless you actively propose another pick-up address, the buyer will see the address that you have registered on your IKEA Family Account. INBAB does not participate in any pick-up arrangements between the buyer and the seller.

c) All listings are reviewed by the automatic moderation system on the Marketplace to verify compliance with these Terms and Conditions. If the content is flagged by the system, a human moderator will review the listing and will contact you via the Marketplace chat function (with an email notification sent to your email address) to explain the issue and the required corrections. You will be asked to update the listing

via the Marketplace chat function after which it will be reviewed by the moderator. You will have thirty (30) days to update the listing. If you fail to update the listing within the given timeframe and/or your updated listing is not in line with the above requirements, the moderator will remove the listing. Non-approved listings that remain unresolved will be permanently deleted from the system on a monthly basis (30 days from their submission).

d) The Marketplace will generate an automatic price recommendation for your Product based on a fair value, considering things such as the condition and quality of the Product and the original retail price for the Product. You can choose to use the recommended price or set your own.

Please keep in mind that INBAB makes a price *recommendation* and that there may be buyers who are willing to pay more, or less, for your Product. Please note however that the maximum price that you can apply to your Product is EUR 1,995. There is also the option of giving your Product away for free, which means you will not receive any financial compensation for your Product.

As long as a buyer has not reserved your listed Product by paying for it, you can withdraw your listing at any time. The price is agreed between yourself and the buyer without any involvement from INBAB.

e) When the buyer has reserved the Product, the payment is held by our payment service provider until the Product has been picked up by the buyer, and for an additional period of 48 hours from the moment the buyer confirms – by clicking the “accept” button (or similar) in buyer’s Account. By clicking the “accept” button, the buyer confirms that the Product has successfully been picked it up or received it from the seller.

After the expiry of the 48 hours, the payment will be released to you and will appear in your cash balance (e-wallet) on the Marketplace. If, within the 48 hours, the buyer initiates a refund request, the release of the payment will be suspended until INBAB decides on the refund request – the detailed rules regarding the Buyer Protection procedure are found in the specific Buyer Protection Policy available [here](#).

f) The buyer has access to a “cancel” button within the Marketplace, which can be used to cancel the purchase at any time before the Product has been accepted (i.e. before clicking the accept button). This option is available if, for example, the buyer is unable to arrange a pick-up with you. As a seller, you don’t have a cancel button. However, you may contact the Marketplace customer support to request cancellation of the purchase. This may be needed if, for example, you have already sold the Product on another marketplace or if the buyer fails to pick-up the Product.

If the buyer fails to confirm the receipt of the Product, you should contact the Marketplace customer support and they will remind the buyer to confirm the acceptance of the Product on the Marketplace. If you don’t contact customer support to request the payment to be released, the payment will automatically be refunded to the buyer after ninety (90) days.

g) As a seller, you may choose to receive the payment to your account. Alternatively, you may choose to receive the payment **in the form of an IKEA digital refund card (“IKEA Guthabenkarte”)**, which you will receive by email. In case you opt for the IKEA digital refund card, you furthermore **will receive a voucher (“Coupon”) as an additional benefit**. Please note that the amount of this voucher may change from time to time - you can always see the current benefit value in your profile. This voucher is granted in addition to the digital refund card, **cannot be refunded or returned**, and has **its own validity period**, which will be communicated on the voucher which you will receive by email and may be used for purchases in physical IKEA stores only.

h) If you choose bank transfer, our payment service provider will require certain KYC (know-your- customer) information from you before they can make the first pay-out (please see more information in Section 4.3.6 of these Terms and Conditions). You may be requested to provide such information on a regular basis to the payment service provider. If you choose the digital refund card it will be sent to the email address that you have used to register your IKEA Family Account and can be used in IKEA stores and on ikea.com but not for purchases on the Marketplace.

5.3 The Marketplace: Buying an item on the Marketplace

a) To purchase a listed item, you add the Product to the cart, proceed to checkout, select a payment method and complete the payment. The Product is then reserved for you and the payment is held by our payment service provider, as a buyer protection measure, while you arrange for pick-up with the seller. INBAB is not responsible for arranging any shipping or delivery of your purchased Product. The payment is released to the seller 48 hours after you have clicked the accept button for the Product in your Account.

Clicking the accept button means that you confirm that you have successfully picked up the Product or received it from the seller. You must accept the Product in your Account as soon as you pick it up. The seller may ask you to do so in connection with handing over the Product to you.

You can use the bidding functionality to propose another price than the price offered by the seller. A bid is only valid for twenty four (24) hours and only becomes binding when it is accepted by the seller.

b) For each transaction, you will pay the following:

- Purchase price of the Product (or the price agreed with the seller if the bidding functionality is used); and
- Shipping costs (if any); and
- The Buyer Protection fee equal to 5 % of the purchase price.

Keep in mind that you are not purchasing anything from neither INBAB nor IKEA Retail, but from another IKEA Family member acting as a consumer. This means that consumer protection legislation doesn't apply and that you have no legal right to return the Product and get a refund under applicable consumer protection legislation. The

statutory right to withdraw from a distance sale contract doesn't apply to transactions between consumers.

5.4 The Marketplace: Buyer Protection

a) INBAB offers buyer protection services on all purchases, which is a purchase support designed to give buyers peace of mind when shopping (the “**Buyer Protection**”). It is not an insurance or a legal protection service and is in addition to all other legal rights or guarantees you have.

Information on how the Buyer Protection works is set out in the specific Buyer Protection Policy which is available [here](#).

b) Buyer Protection is a mandatory feature of the Marketplace. It means that all transactions are covered by Buyer Protection, with the exception of Products that a seller chooses to give away for free. Please be aware that if a seller and a buyer make payment arrangements outside of the Marketplace, they will not enjoy the benefits of the Buyer Protection. The buyer protection fee (5% of the agreed Product price) is automatically added on all purchases and includes:

- **Listing reviews:** INBAB ensures that only authentic IKEA Products in usable condition are listed for sale on the Marketplace.
- **Seller verification:** The Marketplace is exclusive to IKEA Family members.
- **Secure payments:** All payments go through our payment service provider, which limits the risk for fraud and scams. The payment service provider holds the money for an additional 48 hours from the moment the buyer has accepted the item in the buyer's Account.
- **Dispute resolution and refund:** It is the buyer's responsibility to thoroughly inspect the Product when picking it up. However, if for any reason – and within 48 hours from clicking the “accept product” button – the buyer later discovers that the Product significantly differs from the information in the listing, the Buyer Protection allows the buyer to send a refund request to the Marketplace customer support. The Buyer Protection may entitle the buyer to a refund of the Product purchase price, the buyer protection fee and the delivery fee (if any).

c) Buyer Protection is designed to make buyers and sellers feel safe, but it works alongside – not instead of – their existing legal rights. This means that sellers and buyers keep all their statutory rights under applicable law, and that our decision doesn't affect their ability to pursue other remedies available to them by law.

INBAB provides the Buyer Protection to help resolve issues quickly, but INBAB doesn't become a party to the transaction. The buyer and seller still maintain their direct relationship regarding any return arrangements not covered by the Buyer Protection.

5.5 The Marketplace: Taxes

a) INBAB is responsible for any tax obligations that it may have as an operator of the Marketplace. INBAB will not be liable for any tax obligation incumbent on you as a user of the Marketplace, in particular, for any taxes arising from your purchase or sale of

Products. You are responsible for filing the relevant tax returns and paying the relevant taxes arising from your purchase or sale of Products on the Marketplace. You also undertake to provide INBAB with any information it may be requested to collect from you for the purpose of complying with INBAB's own tax and/or financial reporting obligations to the relevant authorities.

b) Please note that INBAB has an obligation to annually give a statement of earnings and deductions to the tax authorities for all individuals that have carried out thirty (30) or more transactions or sold for an annual value of more than 2.000 EUR on the Marketplace. When you create your 30th listing, or post a listing that, if sold, will lead to your annual sales on the Marketplace exceeding 2.000 EUR, INBAB will send you a request for the needed information (e.g. full name and address, date of birth and tax registration number or place of birth) to ensure that INBAB will be able to comply with its obligations towards the tax authorities. If you don't respond within the specified time, INBAB will temporarily suspend you from the Marketplace until you have provided INBAB with the requested information.

5.6 The Marketplace: Payment

a) INBAB uses an authorised third party payment service provider ("**PSP**") to process online payments for the purchases made on the Marketplace. The PSP offers one or more payment methods, such as debit/credit card, direct bank transfer, online payment initiated through the PSP or digital wallets (such as Apple Pay and Google Pay). The PSP holds the money and releases it to the seller when the buyer has accepted the Product, and also manages refunds to eligible buyers. INBAB doesn't handle any payments itself and doesn't have access to the funds to be paid by the buyer. The available payment methods are displayed at checkout. For the Marketplace, Stripe is the PSP (see www.stripe.com).

The provisions below do not affect, limit or exclude the statutory consumer protection provisions applicable to you.

b) The PSP may require you to provide certain information to comply with legal or regulatory obligations, including anti-money laundering and identity verification requirements. Providing such information may be necessary to receive payment. When using the Marketplace you also need to comply with the applicable terms and conditions of the PSP available at <https://stripe.com/de/legal/consumer> and the selected payment method, including, for the Marketplace, the Stripe Connected Accounts Agreement (<https://stripe.com/en-se/legal/connect-account>) as amended from time to time.

c) INBAB is not responsible for any delays, failures, or issues related to the payment services provided by the PSPs or payment method as the PSP will enter into a direct contractual relationship with the seller and the buyer in accordance with its applicable terms and conditions.

d) All payments for Products sold on the Marketplace must be made through the payment options provided. It is strictly prohibited to request, propose or effect payment through any other means.

e) INBAB reserves the right to pause payments, suspend your Account, or take other appropriate action if you fail to comply with this subsection or the applicable terms and conditions of the PSP or payment method available [here](#). Fraudulent, suspicious, or unlawful activity may also result in your Account being suspended and reported to the relevant authorities. Please note that a decision to suspend your Account is always made by INBAB and IKEA Retail together, as it will affect your other rights and benefits as an IKEA Family member.

f) You are solely responsible for any losses, disputes, chargebacks, or other liabilities arising from fraudulent or unauthorised transactions made through your Account or transactions in violation of these Terms and Conditions based on intentional wrongdoing or negligent behavior on your behalf. To the degree such liabilities are incurred by INBAB, INBAB may recover such amounts from you, including by offsetting them against any current or future payments due to you.

g) You may not use the Marketplace or payment services for any activity that is illegal, deceptive, or otherwise restricted under the PSP's or payment method rules. A list of restricted activities may be found on the provider's website at <https://stripe.com/de/legal/restricted-businesses> or provided upon request.

h) In addition, you acknowledge that INBAB may take certain actions in relation to the payment processing in order to fulfil INBAB's legal obligations.

6. Ratings and Reviews

You can rate and review IKEA products and services on www.ikea.de, as well as other IKEA Family users on the Marketplace. If you choose to do so, we expect you to do it in a kind and constructive way. Please be aware that others can also rate you and share reviews of their experience of buying from or selling to you on the Marketplace. IKEA may remove reviews if we find them illegal or inappropriate.

6.1 As an IKEA Family member, you may choose to or receive an invitation from IKEA Retail to share your experience of purchasing from IKEA Retail, to be posted on our website and the IKEA app. Please note that your review should only relate to the features and properties of our IKEA products. Your ratings and reviews will be published anonymously but with an abbreviation of your name or a nickname, such as only the first name or initials.

6.2 Furthermore, all buyers on the Marketplace will have the opportunity to rate and review the sellers that they have engaged with, once the transaction has been completed. You are solely responsible for the ratings and reviews that you give, and acknowledge, that other buyers will be able to rate and give a review of you. The statements, information and ratings contained in any such review must be fair and honest (and comply with section 7 below) and are solely the opinion of the one submitting the review.

6.3 Subject to statutory obligations, in particular the Digital Service Act, IKEA is not liable for the content of the ratings and reviews, including, but not limited to, errors, omissions, or defamatory statements in such reviews or for any loss or damage of any kind that you may incur as a result of someone's review.

6.4 You have no right to remove or correct a review that another IKEA Family member has made about you. However, if you find a specific review about you to be incorrect or unfair, you can reach out to the Marketplace customer support to give your explanation. IKEA reserves the right to decide on any corrective measures of specific reviews. We also reserve the right to not publish or to later delete (in whole or in part) reviews that are in breach of applicable legislation or violating these Terms and Conditions (according to section 7 below).

7. User Content and messages

Don't publish or message anything that is illegal or confidential and remember to only upload photos that you have a right to share. IKEA has a right to use all User Content for its own business – related purposes regarding IKEA Family and Marketplace.

7.1 When you use the Marketplace and interact with INBAB and other IKEA Family members, or if you publish a review on our retail website, you may write descriptions, comments, messages, ratings and reviews etc., upload photos, and otherwise create different type of content (all such content hereinafter referred to as "**User Content**"). You hereby acknowledge that you are fully responsible and liable for all User Content that you publish, and specifically agree to:

- not share User Content which is illegal, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, that may be invasive of another's right of privacy or publicity, is racially or ethnically hateful, or otherwise objectionable;
- only share User Content that you have a right to share (i.e. don't share any information that
- you have an obligation to keep confidential);
- not share User Content (e.g. photos of or information) about someone else (except within the context of ratings and reviews on the Marketplace), unless you have secured that you have that person's consent to share the information;
- not share User Content (especially photos) that infringes any patent, trademark, trade secret, copyright, other intellectual property or proprietary rights or personal rights of any party;
- not use the comment and/or discussion possibilities in a way that adversely affects the usability of the Marketplace for other users (e.g. shouting BY USING ALL CAPS, or flooding the Marketplace by listing the same Product repeatedly); and
- not use the Marketplace for the purpose of promoting your religious beliefs or political opinions, sending unwanted emails, comments or other content ("spam") and other types of unsolicited advertising and solicitation.

IKEA reserves the right to block or remove, at any time and after having issued a prior warning, User Content and Accounts that contain content which is in violation of these Terms and Conditions or applicable law.

7.2 You hereby grant to IKEA a non-exclusive, worldwide, royalty free and perpetual license to use such User Content and publish it on the Marketplace, on IKEA websites and in the IKEA App, including the right to reproduce, copy, adapt, crop, modify, shorten, translate, display, publish, or otherwise communicate the User Content to the public by any means and in any media.

7.3 Although we do our best to review User Content, you understand and agree that you may be exposed to User Content that is inaccurate, objectionable, inappropriate or otherwise unsuited to your purpose. If you identify any conduct or User Content of a fraudulent, offensive, illegal or abusive nature, please report it through the available support chat so that IKEA can, where appropriate, take the necessary measures to ensure that our website, IKEA app and Marketplace are safe spaces for our IKEA Family members. As explained in section 8 below, all User Content is subject to content moderation.

7.4 Messages that are exchanged between buyers and sellers on the Marketplace are not private and shall be exchanged only for the purpose of the transactions. They are subject to moderation by INBAB to keep the Marketplace secure. INBAB may also access the messages in case of disputes between Marketplace users.

8. Content moderation

We want to keep our online spaces friendly and free from harmful content and will take various actions to ensure that this is always the case.

We use manual and automatic intervention to ensure that content on our website, IKEA app and Marketplace do not violate laws or these Terms and Conditions. We also offer the ability for users of the Marketplace to report issues directly through the Marketplace or to the Marketplace customer support. We determine the appropriate actions for moderation on a case-by-case basis.

9. Things we ask you not to do

Let's work together to ensure that IKEA Family is a safe space for everyone loving IKEA. You must not misuse or tamper with our website, app or Marketplace and you need to treat other IKEA Family members with respect.

We know it might seem obvious, but when using the IKEA Family services, benefits and rewards, you must comply with applicable legislation and respect these Terms and Conditions. This means, among other things, that you must not:

- harass, stalk, threaten, scam or otherwise intentionally mislead or deceive other IKEA Family members, or copy their photos or other User Content and represent it as your own;

- misuse or tamper with our website, Marketplace or the IKEA app, or the features and services that you get access to through your IKEA Family membership (e.g. hack our website, introduce viruses, trojans, worms, logic bombs or other technologically harmful material or carry out denial of service attacks etc.) or otherwise mess with our technologies or functionalities;
- copy or download any content from our websites or apps unless you are expressly authorized to do so;
- use software and/or data mining tools (including but not limited to crawling and screen tapping) on the Marketplace;
- intentionally or unintentionally violate any applicable local, national or international law, rule or regulation; or
- use the Marketplace to promote your own business and/or to sell any items or services, whether physical or digital, in breach of these Terms and Conditions.

10. Intellectual property rights

Except for Unser Content, all content on our websites and apps belong to IKEA or its licensors.

10.1 As stated above, you must be the holder of any required rights in and to your User Content that you publish on our websites, apps or on the Marketplace.

10.2 If you find that any content on our websites, apps or Marketplace (whether User Content or otherwise) infringes your intellectual property rights, you can flag the content by contacting us through the relevant support chat. Please note that you should only flag content if you are the rights holder or an agent thereof.

10.3 With the exception of User Content, all title, ownership, rights, and intellectual property and industrial property rights in and to IKEA Family, our websites and apps and the IKEA brand remain with IKEA, other companies within Ingka Group, our franchisor, Inter IKEA Systems B.V. or our licensors. Your use of any of our IKEA Family services, benefits or rewards does not in any way imply the granting of any rights, authorizations, or licenses of any kind to the IKEA trademark, IKEA logo or any of the content on any IKEA websites or apps.

10.4 IKEA reserves the right to take appropriate legal action, including judicial and extrajudicial actions, against you for any infringement of the intellectual and/or industrial property rights owned by or licensed to IKEA or any company in Ingka Group.

11. Third party materials

IKEA is not responsible for links to any non-IKEA websites. If you click on a link that takes you to another website, you do so at your own risk.

When browsing our websites and using our apps, you may find links to other non-IKEA websites or third party content. Links to third party websites and content are provided for your convenience only, and IKEA makes no representations or warranties with respect to any third party websites linked to or from an IKEA website or app. All access to linked third party websites is at your own risk and to the maximum extent permitted by applicable law, IKEA will not be liable in any way for any damages arising from your access to such websites.

12. Interruptions, viruses etc.

Our websites, apps and Marketplace might look different every time you visit. We are trying ne things to improve the experience, but this also means that our websites, apps and Marketplace may be unavailable at times when we perform maintenance or when something unforeseen has happened.

12.1 While we will do our best to ensure the availability and function of all the IKEA Family services, benefits and rewards, interruptions will happen from time to time for both foreseen maintenance and unforeseen events. If possible, we will try to inform you about planned interruptions, and we will plan downtime outside of peak usage hours. Other than provided for in Section 14, IKEA will not be liable for any losses suffered by the interruption in the availability of our websites or apps, delay or failure to perform resulting from any causes whatsoever.

12.2 IKEA cannot guarantee the absence of viruses or other elements that could damage or alter the user's computer system (both hardware and software). It is the user's responsibility to have appropriate tools for the detection of viruses or any other harmful computer element.

13. Your Termination rights

We are sad to see you go, but if you really want to leave IKEA Family, you can do so by simply deleting your Account.

13.1 If you decide that you no longer want to be an IKEA Family member you can terminate your membership, without cost, at any time by deleting your Account within the Account settings on our website or in the IKEA app or by contacting our customer support. If you do so, you will no longer be able to benefit from the IKEA Family membership and its benefits and rewards. Any benefits accrued at the date of cancellation will be forfeited and may not be redeemed following cancellation. Please note that uninstalling the IKEA app from your mobile device does not mean that you have terminated your Account.

13.2 Please keep in mind that the obligations you may have in any ongoing transactions on the Marketplace will remain, even if you terminate your Account, and that you are responsible for e.g. sending a sold Product to the buyer or confirming receipt of something you have purchased. For this reason, we recommend that you make sure all

your transactions have been successfully completed before terminating your Account and we reserve the right to deny your termination request until you have completed all pending transactions. User Content that you have created, such as ratings and reviews will not be automatically deleted if you terminate your membership, but will still be published on our websites and app. Please also remember that you are always welcome back to IKEA Family.

14. Limitation of liability

We are doing our best to make IKEA Family great, but we can't promise it will be perfect at all times. We will not compensate anyone because IKEA Family did not work out the way they wanted it to.

14.1 IKEA shall bear unrestricted liability for intent and gross negligence.

14.2 Except in cases of injury to life, limb or health, IKEA shall only be liable for simple negligence if we have violated cardinal obligations (Kardinalpflichten), whereby our liability shall be limited to the damages typical and foreseeable for this type of contractual relationship. Cardinal obligations are those obligations requiring fulfilment for contract performance or obligations that the contractual counterparty can normally rely on being fulfilled.

14.3 IKEA shall otherwise not be held liable for minor negligence. This disclaimer shall also apply to management, authorised representatives, co-workers, and vicarious agents of IKEA.

15. Miscellaneous

We cannot promise that IKEA Family will stay the same forever and we may need to do changes to the services we offer if needed for e.g. technical or legal reasons. This is the only contract between you and IKEA regarding IKEA Family, and it cannot be transferred to anyone else.

15.1 We reserve the right to suspend or terminate IKEA Family at any time for valid reasons only, such as adapting IKEA Family to a new technical environment, for other important operational reasons, in the event of changes to the services provided under these terms and conditions, or changes in law. However, this will not affect the rights you or we have acquired prior to the termination or suspension of IKEA Family. In the event of suspension or termination of IKEA Family, we will notify you in advance.

15.2 We may assign, subcontract and otherwise transfer our rights and obligations under these Terms and Conditions to any other legal person, which you accept, but this will not affect your preexisting rights or our obligations under these Terms and Conditions.

15.3 These Terms and Conditions constitute the entire agreement between you and IKEA regarding the IKEA Family.

Each of the clauses of these Terms and Conditions operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining clauses will remain in full force and effect.

16. Governing law and disputes

Let's stay friends (hey, we are even Family!), but if we can't work it out, here is some information on how to get help.

16.1 These Terms and Conditions are governed by the laws of the Federal Republic of Germany, without respect to its conflict of laws principles.

16.2 If you have complaints, we encourage you to reach out to us directly to give IKEA the chance to address your concerns.

16.3 IKEA is neither willing nor obligated to participate in dispute resolution proceedings before a consumer arbitration board in accordance with the Consumer Dispute Resolution Act (VSGb)