



Seller Terms

Terms for independent sellers on Golden Dust Wear

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Born from the dust, made to shine.

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Seller Terms

This document reproduces the Seller Terms published at goldendustwear.com/seller-terms, which every seller accepts when registering.

REFERENCE VERSION

These Seller Terms are drawn up in English. This is the reference version: in case of discrepancy with a translation, the English version prevails (Section 26.7).

1. Welcome to Golden Dust Wear

Golden Dust Wear is a curated marketplace created for independent designers, brands and creators who design pieces with identity, story and presence.

Our goal is to bring together unique creations from different worlds, with one shared standard: pieces that feel strong, singular and memorable.

These Seller Terms explain how selling on Golden Dust Wear works, what we expect from our sellers, and how we keep the marketplace clear, fair and professional for everyone.

2. Our Marketplace

Golden Dust Wear is not a mass-market platform. We are a curated space built around strong visual identity, individuality and self-expression.

Every seller is selected with care to help preserve the quality and atmosphere of the marketplace. As a seller, you remain responsible for your products, your store, your stock, your prices, your shipping and your customer communication.

3. Seller Eligibility

To sell on Golden Dust Wear, you must provide accurate and complete information when applying or creating your seller account.

You may be asked to provide information such as your name, brand name, contact details, business details, payment information, tax information or any other information required to operate safely and legally on the marketplace.

Golden Dust Wear may approve, refuse, pause or remove a seller account if we believe the seller does not match the standards, identity or requirements of the marketplace.

Selling on Golden Dust Wear also requires an automated payout method for the seller's country. Automatic payouts are currently available in the countries listed in Section 8.6. Sellers from other countries may apply and join the waiting list described in that section.

Because customers have the right to know who they are buying from, the following seller information is shown to customers in a **Seller information** section on each product page and on the store page: the store name, the legal name of the seller (company name, or first and last name for an individual), the trader status, the address of establishment, the business registration number, the VAT number where available, the email address of the seller account and the store phone number. By registering, the seller confirms that this information is accurate and kept up to date, that it acts as a professional seller (trader), and that it only offers products that comply with applicable European Union law.

4. Your Store and Brand Presentation

Your store should reflect your identity as a designer, brand or creator.

You are responsible for presenting your brand clearly and honestly, including your store name, logo, description, images and any information shared with customers.

Golden Dust Wear may request changes to store content, images or descriptions if they are unclear, misleading, low quality or not aligned with the marketplace.

No links or outside contact details. To keep every purchase safe and on the marketplace, store names, biographies, product titles, product descriptions and any other content you publish must not contain links to websites or social media, social media usernames (for example an Instagram account), email addresses, phone numbers or invitations to contact you or to buy outside Golden Dust Wear. The only exception is the product safety information required by law at the end of the product description (lines starting with “Manufacturer:” or “EU responsible person:”, see Section 22). Links and contact details are removed automatically when content is saved. Your official contact details are shown by Golden Dust Wear in the Seller information section described in Section 3.

5. Product Listings

Every product listing should give customers a clear and truthful understanding of what they are buying.

- Product name, description, materials, size and fit information must be accurate.
- Prices, stock availability, processing time and shipping information must be kept up to date.
- Photos should represent the product accurately and show the real item clearly.
- Editorial images are welcome, but customers must be able to understand the actual product.
- Environmental claims must be precise and proven. Vague claims such as “eco-friendly”, “sustainable”, “green”, “conscious” or “carbon neutral” are not allowed unless they are specific and backed by evidence (for example “made from 100% recycled cotton, GRS certified”), in accordance with Directive (EU) 2024/825. The seller must be able to provide this evidence on request.

Golden Dust Wear may edit, hide, refuse or remove product listings that do not meet our standards.

6. Product Quality

Golden Dust Wear is a curated marketplace, so quality matters.

Products sold through the marketplace must be clean, safe, accurately described and suitable for sale. As a seller, you are responsible for making sure that your products match the photos and descriptions you provide.

Repeated issues such as poor quality, inaccurate descriptions, damaged items, late shipping, customer complaints or misleading listings may lead to product removal, account restriction or account suspension.

7. Pricing, Stock and Availability

You are responsible for setting and updating your own prices, stock and availability.

If a product is sold out, unavailable or delayed, your listing should be updated as soon as possible. If an order cannot be fulfilled, you must inform Golden Dust Wear or the customer as quickly as possible.

8. Commission, Holding Period and Seller Payouts

8.1 SELLER ACTIVATION DATE

For the purposes of these Seller Terms, the “Seller Activation Date” is the date on which Golden Dust Wear approves and activates the seller’s account and enables the seller to offer products for sale and accept orders through the marketplace.

The Seller Activation Date is not the date on which the seller submitted an application, registered an account or first contacted Golden Dust Wear. The activation date may be confirmed by email, through the seller dashboard or through another durable electronic record.

8.2 COMMISSION RATE

Golden Dust Wear charges:

- 25% commission during the first six calendar months following the Seller Activation Date; and
- 30% commission from the six-month anniversary of the Seller Activation Date onwards.

The commission rate applicable to an order is determined by the date on which the customer places the order. A later payout date, delivery date or order completion date does not change the commission rate applicable to that order.

The scheduled transition from 25% to 30% at the end of the initial six-month period is set out in these Seller Terms from the outset and does not constitute a change to the commission rate within the meaning of Section 8.7. A reminder will nevertheless be sent to the seller before the transition takes effect.

8.3 COMMISSION CALCULATION

Commission is calculated only on the net product selling price actually paid by the customer after any product discount.

Shipping charges, delivery charges, VAT, GST, sales taxes, customs duties, import charges and similar taxes or government charges are excluded from the commission calculation. Where taxes are included in the displayed product price, commission will be calculated on the product price excluding the identifiable tax amount.

Because the displayed price is the same in every country and includes the VAT of the customer's country of delivery, the net product price varies with the destination, and so does your share. On an item displayed at 10.00 EUR, the net product price is 8.33 EUR for a delivery to France, where VAT is 20 percent, and 7.87 EUR for a delivery to Hungary, where VAT is 27 percent. At a commission rate of 25 percent, your share is 6.25 EUR in the first case and 5.90 EUR in the second. Your vendor dashboard shows the amount credited for each order, so you can check this at any time. The estimated earning shown in the Earning column of your Products list is calculated using the highest VAT rate applied on this marketplace, so it never overstates what you will receive. If you are established in the EU and ship from within it (Section 10.8), the VAT is yours and is added to your share.

Card and payment processing fees charged by the payment provider are paid by Golden Dust Wear out of its commission. No other fee is deducted from your share.

8.4 REFUNDS AND COMMISSION ADJUSTMENTS

If the product price is refunded in full, the commission charged on that product will be reversed in full. If only part of the product price is refunded, the commission will be reversed proportionally to the refunded portion of the product price.

A refund relating only to shipping charges, taxes, customs charges or another amount excluded from the commission calculation will not result in a commission adjustment.

The holding period described in Section 8.5 is designed to allow most returns and refund requests to be handled before the seller is paid. If a return request, refund request or payment dispute is already open, the corresponding payout will remain on hold until the matter has been resolved.

In exceptional circumstances, an approved refund or a payment reversal imposed by a bank or payment provider (also known as a “chargeback”) may occur after the seller has already received the payout. In that case, Golden Dust Wear may deduct only the seller’s corresponding share from the seller’s available balance or future payouts. The seller will be informed of the adjustment and the order concerned. If the available balance is insufficient, the remaining amount will be carried forward against future seller earnings.

8.5 HOLDING PERIOD

Seller proceeds are held for 29 calendar days after the order is placed. They are then transferred automatically to the seller, provided that the order has not been cancelled or refunded.

If a return request, refund request, customer complaint, payment dispute, fraud review or payment-provider investigation is open, Golden Dust Wear may place the order on hold so that the relevant proceeds are not released until the matter has been resolved.

8.6 AUTOMATIC PAYOUTS AND ELIGIBLE COUNTRIES

Payouts are made automatically by the payment provider used by Golden Dust Wear: currently Stripe (Stripe Connect) and, once available, PayPal (PayPal Marketplace). The seller connects its account with the provider offered in the vendor dashboard. The payment provider may ask the seller to verify their identity and bank details before the first payout. There is no minimum payout amount.

Automatic payouts are currently available to sellers established in the European Economic Area (the 27 EU Member States, Iceland, Liechtenstein and Norway), the United Kingdom, Switzerland, the United States and Canada.

Sellers established in other countries may still apply. Their application is kept on a waiting list, and their store cannot be opened until an automated payout method is available for their country. Golden Dust Wear intends to add a further payout provider to extend the list of eligible countries, and will inform the sellers concerned by email when their country opens.

Golden Dust Wear may change its payment provider or add another one. Sellers will be informed in accordance with Section 18.

The time required for funds to appear in the seller’s account may vary depending on the payment provider, bank, currency, country, verification requirements and applicable compliance checks.

8.7 CHANGES TO COMMISSION

Golden Dust Wear is committed to maintaining a clear and transparent relationship with its sellers.

If the commission rate or the way it is calculated needs to change, each seller will be informed personally by email at least 30 days before the change takes effect. The notification will clearly explain the new rate, the reason for the change and its effective date.

Any change will apply only to new orders placed on or after the announced effective date and will never be applied retroactively to earlier orders. The notice period will give sellers time to review the change, ask questions and make any necessary arrangements for their business.

If a seller does not wish to continue under the new commission terms, the seller may inform Golden Dust Wear before the change takes effect. Golden Dust Wear will assist with an orderly closure of the seller’s store while any existing orders, returns, refunds and outstanding payouts are completed.

8.8 MARKETPLACE REPORTING OBLIGATIONS

As an online marketplace established in the European Union, Golden Dust Wear may be required to collect information about its sellers and report it to the competent tax authorities, including under Council Directive (EU) 2021/514 (DAC7).

Sellers must provide the information requested for this purpose, which may include legal name, address, date of birth or business registration number, tax identification number, country of tax residence and payout account details.

Golden Dust Wear may suspend payouts or restrict a seller account where the required information is not provided within a reasonable period after being requested.

9. Shipping and Order Fulfilment

Sellers are responsible for preparing, packaging and shipping their own orders.

- Orders must be shipped within the stated processing time.
- Items must be securely packaged.
- Tracking information should be added when available.
- Sellers must inform the customer or Golden Dust Wear of any significant delay.

Golden Dust Wear does not automatically provide shipping labels unless this is expressly made available through the platform in the future.

10. International Shipping and Customs

10.1 COUNTRY OF DISPATCH

You must tell us the country each listing ships from, and keep that information accurate. The country of dispatch, not your country of establishment, determines how VAT and customs apply to your sales. If you start shipping a listing from another country, you must tell us before the first order is dispatched from that location. If you hold stock inside the European Union, you must tell us where it is held.

10.2 CONSIGNMENTS OF 150 EUR OR LESS IMPORTED INTO THE EUROPEAN UNION

For these orders, Golden Dust Wear is the deemed supplier for VAT purposes and charges the customer the VAT of the destination country at checkout. You must not charge VAT on these orders or add it to your price, and you must not use your own Import One-Stop Shop registration for them. You must pass the Import One-Stop Shop (IOSS) number we give you to your carrier with the customs declaration, and declare the true value and nature of the goods.

Since 1 July 2026 a flat customs duty of 3 EUR per type of item applies to these consignments. It is paid at import by the carrier, which may invoice it to you as the sender. The customer pays this amount at checkout, shown separately as Import charges, and the amount excluding VAT is added in full to your share of the order. No commission is charged on it, and the VAT on it is accounted for by Golden Dust Wear. If the customer returns all units of an item, the import charge for that item is refunded to the customer and deducted from your share, in accordance with Section 11.4. The customer must not be asked to pay import VAT or customs duty on delivery.

10.3 CONSIGNMENTS ABOVE 150 EUR IMPORTED INTO THE EUROPEAN UNION

These orders fall outside the Import One-Stop Shop. Golden Dust Wear charges no VAT on them at checkout, and you must not add VAT to your price. Ship them on a delivered-at-place basis and declare the true value and nature of the goods. Import VAT and any customs duties are paid by the customer to

the carrier or to the customs authority when the parcel arrives. The customer is told this clearly, before confirming the order, whenever an item falls into this case.

10.4 CHARGES WRONGLY INVOICED TO A CUSTOMER

If a customer is asked to pay import VAT or customs duties on an order covered by 10.2, we will reimburse the customer on proof of payment, and you authorise us to deduct the amount reimbursed from your next payout. Where your next payout does not cover that amount, we may deduct the balance from subsequent payouts or invoice you for it.

Where the charge arose from your carrier or from your customs declaration, it remains your cost, and any claim against your carrier is yours to pursue.

10.5 DELIVERIES OUTSIDE THE EUROPEAN UNION

Customers may be responsible for customs duties, import taxes, VAT, clearance fees, handling fees or other import-related charges, unless you ship on a Delivered Duty Paid basis and this is expressly stated at checkout.

10.6 REFUSED OR UNCOLLECTED PARCELS

Where a parcel covered by 10.2 or 10.3 is refused or not collected and you have paid import charges that you cannot recover, those charges remain your cost. They are not deducted from the customer's refund, which is reduced only by the direct cost of returning the parcel to you.

10.7 CUSTOMS DECLARATIONS

You must provide accurate shipping and customs information wherever it is required. You must never intentionally provide false customs information, understate the value of a consignment, or describe goods as a gift or as samples.

10.8 SELLERS ESTABLISHED OUTSIDE THE EUROPEAN UNION WITH GOODS ALREADY IN THE EUROPEAN UNION

Where you are established outside the European Union and the goods are already located in the European Union when the order is placed, for example in stock held in a Member State, Golden Dust Wear is the deemed supplier for VAT purposes, whatever the value of the order. It charges the customer the VAT of the country of delivery at checkout and declares it under the One-Stop Shop (OSS Union scheme). You must not charge VAT on these orders or add it to your price.

Where you are established in the European Union and ship from within it, Golden Dust Wear is not the deemed supplier. You remain responsible for your own VAT on the sale, in accordance with Section 15.

11. Returns, Refunds and the Returns Tag

11.1 GENERAL OBLIGATIONS

Sellers must follow Golden Dust Wear's Refund and Returns Policy and all applicable consumer protection laws.

Sellers have access to a return management section in their vendor dashboard. Through this section, sellers may review return and refund requests, provide return instructions, confirm the return address, communicate with the customer, inspect returned items and update the request status.

Sellers must provide return instructions and a valid return address within 3 business days of a return request being opened. Where a seller does not respond within that period, Golden Dust Wear may provide the customer with return instructions and process the return on the seller's behalf.

11.2 RETURNS TAG

Sellers must attach a tamper-evident returns tag to every garment, item of footwear and accessory shipped through the marketplace, unless Golden Dust Wear has expressly exempted the product category concerned. Sellers source their own tags, which may carry their own branding. Golden Dust Wear does not supply tags or artwork.

The tag must be attached in a clearly visible position that does not prevent the customer from trying the item on, and in a way that cannot be removed and reattached without visible trace, for example with a single-use plastic security fastener.

Where a seller ships an item without the required tag, the seller may not rely on the absence of the tag as a ground for reducing or refusing a refund, and bears the resulting loss of value in full.

11.3 INSPECTION AND DIMINISHED VALUE

A return made under the statutory right of withdrawal may not be refused on the ground that the item does not meet the return conditions. The seller must accept the return and, where the item has lost value, claim a deduction in accordance with the Refund and Returns Policy.

A seller claiming a deduction for diminished value must inspect the item within 5 business days of receipt and submit, through the vendor dashboard, dated photographs of the item as received, of the packaging, and of the returns tag or of its removal, together with the proposed deduction and the reason for it.

Where a seller does not submit this evidence within that period, the refund will be processed in full.

11.4 DETERMINATION AND ALLOCATION

Golden Dust Wear determines the final amount refunded to the customer on the basis of the evidence submitted by the seller under Section 11.3, and applies the scale set out in the Refund and Returns Policy.

Where the evidence submitted supports the proposed deduction, the deduction is applied and the reduced refund is borne by the seller in proportion to the seller's share.

Where the seller submits no evidence within the stated period, or where the evidence submitted does not support the proposed deduction or is not proportionate to the loss of value, Golden Dust Wear will process the refund in full or reduce the deduction accordingly. The difference is borne by the seller.

Golden Dust Wear acts solely as an intermediary and as payment collector on behalf of the seller, in accordance with Section 19. The contract of sale is concluded between the customer and the seller. The economic cost of any refund, price reduction, discount, credit, unrecovered diminished value or loss of value relating to a seller's product is borne by the seller, except where the cause is directly attributable to a fault of Golden Dust Wear.

Golden Dust Wear does not grant discretionary goodwill refunds at the seller's expense. Every determination is based on the evidence submitted and on the published scale.

Sellers must report suspected return abuse to Golden Dust Wear rather than acting unilaterally. Refusing a return, blocking a customer or withholding a refund without the prior agreement of Golden Dust Wear is a breach of these Seller Terms.

11.5 COMMISSION

Any full or partial refund will result in a corresponding adjustment to the seller's proceeds and Golden Dust Wear's commission in accordance with Section 8 of these Seller Terms.

12. Customer Communication

Customers should feel respected, informed and supported when shopping on Golden Dust Wear.

As a seller, you must communicate with customers in a clear, respectful and professional way. You should respond to order questions, delivery issues and return requests within a reasonable time.

All communication with customers about orders must take place through the marketplace (the vendor dashboard, order emails or Golden Dust Wear). Sellers must not invite customers to buy, pay or communicate outside Golden Dust Wear, and must not use customer contact details received for an order to offer sales outside the marketplace.

13. Prohibited Products and Content

Sellers may not list or upload products, images, descriptions or content that are illegal, unsafe, misleading, counterfeit, stolen, abusive, discriminatory or infringe someone else's intellectual property rights.

- Counterfeit products are not allowed.
- Products using another brand's name, logo or design without permission are not allowed.
- Illegal, unsafe, stolen or misleading products are not allowed.
- Products that do not match Golden Dust Wear's identity or quality standards may be removed.

14. Intellectual Property

You must own, or have the right to use, all images, designs, logos, names, descriptions and other content you upload to Golden Dust Wear. You remain the owner of your original content.

By uploading content to the marketplace, you grant Golden Dust Wear a non-exclusive, worldwide, royalty-free, sub-licensable licence to host, store, reproduce, resize, crop, adapt for format and display purposes, publish, distribute and communicate that content for the purpose of operating, promoting and marketing your products, your store and the Golden Dust Wear marketplace. This includes use on the website, in editorial content, in newsletters, in social media, in advertising and in press or partner communications.

Golden Dust Wear will not alter your content in a way that misrepresents your products, and will credit your brand where reasonably possible.

This licence ends when your content is removed from the marketplace. Golden Dust Wear will then stop any new promotional use of that content, on the terms and within the limits set out in Section 24.

Golden Dust Wear owns all rights in the Golden Dust Wear name, logo, visual identity, editorial universes, website and platform content. Sellers may refer to Golden Dust Wear and state that they sell on the marketplace, but may not use our name, logo or visual identity in a way that suggests endorsement, partnership or ownership beyond the seller relationship, without our prior written consent.

Community. Golden Dust Wear has a community where members share photos of their outfits ("looks") and can tag the pieces they wear. When a public look tags one of your products, you are notified and the look may be shown with your product, for example in "Shop the look". These photos belong to the members who share them, and the licence they grant applies to Golden Dust Wear only. You may not copy, download, repost or use a member's photo outside Golden Dust Wear, including on your own social media or website, without that member's prior permission. Sellers may also share looks in the community: their looks show a **Designer** badge and must follow the Community Guidelines published at goldendustwear.com/community-guidelines.

15. Taxes and Legal Obligations

Sellers are responsible for understanding and complying with their own tax, business, customs and legal obligations.

This may include income tax, VAT, customs declarations, recycling registration numbers (extended producer responsibility, Section 22), business registration, invoices or any other legal obligation.

16. Marketplace Standards

Golden Dust Wear is built around trust, quality and a strong visual universe.

- Accurate listings.
- Reliable shipping.
- Respectful communication.
- Fair handling of returns.
- Good product quality.
- Respect for customers, other sellers and the identity of the marketplace.
- Respect for the Community Guidelines when you take part in the community.

17. Account Restriction, Suspension or Termination

Golden Dust Wear may restrict particular listings, temporarily limit account functions, suspend a seller account or terminate the seller relationship where there are objective and proportionate grounds to do so.

Such grounds may include:

- A breach of these Seller Terms or another applicable marketplace policy.
- Illegal, unsafe, counterfeit, stolen or prohibited products.
- Inaccurate or misleading product, business or identity information.
- Failure to fulfil orders or repeated late shipping.
- Repeated failure to respond to customers, return requests or requests from Golden Dust Wear.
- Repeated customer complaints or quality issues supported by relevant information.
- Repeated failure to attach the returns tag required under Section 11.2, or repeated unsupported claims for a deduction for diminished value.
- Suspected fraud, payment abuse, security risks or unauthorised account access.
- Failure to complete required identity, business, tax or payment verification.
- Infringement of intellectual property rights.
- A legal, regulatory, court or payment-provider requirement.
- Repeated failure to comply with reasonable corrective requests relating to marketplace quality or presentation standards.
- Fraudulent, threatening, abusive, discriminatory or seriously disrespectful conduct towards customers, other sellers, service providers or members of the Golden Dust Wear team.
- Inviting customers to buy, pay or communicate outside Golden Dust Wear, or publishing links or outside contact details, as set out in Sections 4 and 12.

- The absence of an automated payout method available for the seller's country, as set out in Section 8.6.

A respectful disagreement, criticism or the seller's exercise of the right to respond will not, by itself, justify a restriction, suspension or termination.

Except where prohibited by law or where urgent action is reasonably required to address fraud, illegality, security risks or customer safety, Golden Dust Wear will provide the seller with a written statement of reasons before or at the time the restriction or suspension takes effect.

The statement will identify the principal facts and contractual grounds supporting the decision and will be provided on a durable medium, such as email.

The seller may respond, provide supporting information or request a review by contacting contact@goldendustwear.com. Golden Dust Wear will consider the seller's response fairly and within a reasonable period. If the restriction or suspension is found to be unjustified, access will be restored without undue delay.

Where Golden Dust Wear decides to terminate the entire seller relationship, it will normally provide at least 30 days' prior notice together with a written statement of reasons. This notice period may not apply where immediate termination is required by law, justified by an urgent safety or security risk, or based on repeated or serious breaches by the seller.

18. Changes to These Seller Terms

Golden Dust Wear may update these Seller Terms where reasonably necessary, including to reflect changes to marketplace services, payment arrangements, legal requirements, security measures or operational processes.

Except where a longer period is stated, sellers will receive at least 15 days' prior notice of proposed changes by email or another durable electronic notice. A longer notice period will be provided where a change requires sellers to make significant technical or commercial adaptations.

Any change to the commission rate or commission calculation method will be subject to the 30-day notice period set out in Section 8. Changes will not apply retroactively.

Golden Dust Wear will explain the proposed changes as clearly as possible and sellers may contact us with any questions during the notice period.

A seller who does not wish to continue under the updated terms may inform Golden Dust Wear before the changes take effect. Golden Dust Wear will assist with an orderly closure of the seller's store, while existing orders, returns, refunds, payment disputes and outstanding financial obligations are completed.

Golden Dust Wear may implement a change without the usual notice period where immediate action is required by law or where an unforeseen and imminent danger requires action to protect the marketplace, customers or sellers from fraud, malware, data breaches or other cybersecurity risks.

19. Relationship Between Golden Dust Wear, Sellers and Customers

Golden Dust Wear operates an online marketplace. We provide the platform, the curation, the brand environment, the marketing and the technical and payment infrastructure that allow independent designers, brands and creators to offer their products to customers.

Golden Dust Wear is an intermediary. Unless expressly stated otherwise, Golden Dust Wear is not the seller, manufacturer, importer or distributor of the products offered on the marketplace.

When a customer places an order, the contract of sale is concluded directly between the customer and the seller. The seller is the merchant of record for its own products and remains responsible for the product, its description, its price, its availability, its packaging, its shipping, its conformity, its legal guarantees and its after-sales handling.

Golden Dust Wear collects the price paid by the customer on behalf of the seller. The amounts collected belong to the seller, less the commission set out in Section 8, and are paid out to the seller in accordance with Sections 8.5 and 8.6. The customer does not make a second payment to the seller: payment made at checkout discharges the customer's payment obligation.

Because Golden Dust Wear collects on behalf of the seller and is not a party to the contract of sale, the economic cost of a refund, a price reduction or a loss of value relating to a seller's product is borne by the seller, in accordance with Section 11.4, except where the cause is directly attributable to a fault of Golden Dust Wear.

The seller is responsible for issuing any invoice, receipt or tax document required by the law applicable to its activity, unless Golden Dust Wear expressly indicates that it provides this service.

20. Product Ranking and Visibility

This section describes the main parameters that determine where and how products appear on Golden Dust Wear, and the reasons for their relative importance, in accordance with Article 5 of Regulation (EU) 2019/1150.

Golden Dust Wear is a curated marketplace. The main parameters, in general order of importance, are:

- **Editorial curation.** Placement on the homepage, in the Worlds, in featured selections, in campaigns and in newsletters is decided manually by Golden Dust Wear on the basis of how well a product fits the marketplace's visual identity, atmosphere and current editorial direction. This is the most important parameter for featured placements, because curation is what defines the marketplace.
- **Recency.** New In and several category views are ordered by publication date, most recent first, so that customers see new pieces and active sellers are rewarded for regularly adding products.
- **Category and search relevance.** The match between the product data provided by the seller (title, category, attributes, materials, description) and the page or search query being viewed.
- **Quality of the listing.** Completeness and accuracy of product information, and the quality and consistency of product images, because incomplete or poor listings reduce customer confidence.
- **Availability.** Products that are out of stock or unavailable may be ranked lower or hidden.
- **Seller reliability.** Fulfilment rate, respect of stated processing times, cancellation rate, return rate, complaint rate and responsiveness, because customer experience depends on them.
- **Customer engagement.** Where available, views, add-to-cart actions and sales history for the product.
- **Community.** Products tagged in members' looks can also appear in "Shop the look", on festival pages and in similar look suggestions. This depends on what members choose to share and tag, and cannot be bought or influenced by sellers.

Golden Dust Wear does not currently offer paid ranking, sponsored placement or advertising positions, and no seller can obtain better visibility by paying a fee or accepting a higher commission. If this ever changes, these Seller Terms will be updated in accordance with Section 18 and any paid placement will be clearly identified.

Golden Dust Wear does not sell its own products in competition with its sellers. If this ever changes, any differentiated treatment will be described in this section.

Golden Dust Wear does not guarantee any particular level of visibility, ranking, traffic, number of sales or turnover to any seller.

21. Access to Data

This section describes the technical and contractual access that sellers have to data, in accordance with Article 9 of Regulation (EU) 2019/1150.

21.1 DATA THE SELLER CAN ACCESS

Through the vendor dashboard, a seller can access the data relating to its own activity, including its store profile and content, its product listings and stock, its orders, the customer name, delivery address and contact details needed to fulfil those orders, its returns and refund requests, its commission and payout records, and the performance statistics made available in the dashboard.

A seller is also notified when a public look tags one of its products, and can see that look like any visitor. A seller has no access to members' private profiles, close friends looks, notes or moodboards.

21.2 DATA THE SELLER CANNOT ACCESS

A seller has no access to the data of other sellers, to aggregated marketplace data, to customer accounts, browsing behaviour, payment credentials or full payment data, or to Golden Dust Wear's marketing and analytics data.

In particular, a seller has no access to a customer's return history across other sellers. Measures taken under the return abuse provisions of the Refund and Returns Policy are decided by Golden Dust Wear alone, on the basis of marketplace-wide data.

21.3 DATA GOLDEN DUST WEAR ACCESSES

Golden Dust Wear has access to seller account data, store and product data, order and transaction data, payout and commission data, communications made through the marketplace and aggregated marketplace data. This data is used to operate, secure, moderate, improve and market the marketplace, to comply with legal obligations, and to prevent fraud and abuse. Golden Dust Wear does not sell seller data to third parties.

21.4 PERSONAL DATA

Where a seller receives personal data of a customer in order to fulfil an order, the seller acts as an independent controller of that data. The seller must comply with Regulation (EU) 2016/679 (GDPR) and any other applicable data protection law, must use that data only for order fulfilment, customer service, returns and its own legal obligations, and must not use it for its own marketing without a valid legal basis. Further information is set out in our Privacy Policy.

21.5 AFTER THE ACCOUNT ENDS

A seller may export or request its own store, product and order data before its account is closed. After closure, Golden Dust Wear retains the records it is required to keep by law, including accounting records under Estonian law and information reported under Section 8.8.

22. Product Safety and Compliance

Sellers are responsible for ensuring that their products comply with all applicable product safety, labelling and compliance legislation in the countries where they are offered and shipped, including Regulation (EU) 2023/988 on general product safety and, where applicable, Regulation (EU) 1007/2011 on textile fibre names and labelling.

Where a product is offered to customers in the European Union, the seller must provide and keep up to date at least:

- The name, registered trade name or trade mark of the manufacturer, together with a postal address and an electronic address at which the manufacturer can be contacted.
- Where the manufacturer is not established in the European Union, the name, postal address and electronic address of the economic operator established in the Union who is responsible for the product.
- Information allowing the product to be identified, such as a type, batch or serial number or other identifying element, and a picture of the product.
- Any warning, safety information, care instruction or fibre composition information required by law, in the language or languages required by the countries where the product is offered.

The seller must keep records allowing its products to be traced, and must inform Golden Dust Wear without undue delay of any safety concern, defect, incident, complaint, corrective action, withdrawal or recall affecting a product offered on the marketplace. The seller must cooperate fully and promptly with Golden Dust Wear and with any competent authority in relation to product safety.

Golden Dust Wear may hide, suspend or remove a listing that does not contain the required compliance information, and may restrict the countries in which a seller's products can be offered or delivered where the required information, an EU responsible person or a recycling number (Section 15) is not available.

23. Seller Warranties, Indemnity and Liability

23.1 SELLER WARRANTIES

By selling on Golden Dust Wear, the seller warrants that it has the legal capacity and authority to enter into these Seller Terms, that it has the right to sell the products it lists, that it owns or is licensed to use all content and intellectual property it uploads, that its products and listings comply with applicable law, and that all information it provides to Golden Dust Wear is accurate and kept up to date.

23.2 INDEMNITY

The seller agrees to indemnify and hold Golden Dust Wear harmless against any claim, demand, loss, damage, fine, penalty or reasonable legal cost arising from or connected with the seller's products, the safety or conformity of those products, any infringement of a third party's intellectual property or other rights, any breach of these Seller Terms or of applicable law by the seller, any inaccurate customs, tax or product information provided by the seller, and any claim brought by a customer in relation to the seller's products or conduct.

23.3 GOLDEN DUST WEAR'S LIABILITY

Golden Dust Wear provides the marketplace with reasonable care and skill but does not warrant that it will be available without interruption or free of errors, and gives no guarantee as to visibility, traffic, sales volume or turnover. Golden Dust Wear is not liable for indirect or consequential loss, loss of profit, loss of business, loss of opportunity or loss of data. Golden Dust Wear's total aggregate liability towards a seller in relation to these Seller Terms is limited to the total amount of commission it has received from that seller during the twelve months preceding the event giving rise to the claim.

Nothing in these Seller Terms limits or excludes liability for fraud, wilful misconduct, gross negligence, death or personal injury, or any liability that cannot be limited or excluded under applicable law.

24. Ending the Seller Relationship by the Seller

A seller may stop selling on Golden Dust Wear at any time by notifying Golden Dust Wear in writing at contact@goldendustwear.com. Section 17 covers restriction, suspension or termination by Golden Dust Wear, and Section 18 covers departure following a change to these Seller Terms.

Before the store is closed, the seller must fulfil or, where fulfilment is not possible, cancel and fully refund all open orders, complete or resolve all pending returns, refunds and disputes, and respond to any outstanding customer or Golden Dust Wear request. Golden Dust Wear will stop new orders reaching the store and will assist with an orderly closure.

The final payout is made once the holding period set out in Section 8.5 has expired and once open returns, refunds and payment disputes have been processed. Where, at the date of closure, orders are still covered by a withdrawal right or by an open return procedure, Golden Dust Wear may temporarily retain the part of the balance corresponding to the amount of those orders only, for the sole purpose of being able to refund a customer if necessary. The seller will be informed of the amount retained and of the expected release date. This retention is released at the latest 45 days after delivery of the last order, unless a dispute or payment dispute is still open at that date. Any commission due and any negative balance remain payable by the seller.

Product listings are removed when a store is closed. Golden Dust Wear will stop any new promotional use of the seller's content and will remove the seller's images from the website, from ongoing campaigns and from its active channels within a reasonable period after closure. Golden Dust Wear cannot, however, guarantee the removal of material already distributed and outside its control, such as newsletters already sent, posts shared by third parties, press articles or archived pages. Golden Dust Wear may keep an internal copy of content for archiving and evidence purposes. A seller may request the removal of specific content by writing to contact@goldendustwear.com.

Sections 11.4, 21, 22, 23 and 26 survive the end of the seller relationship, together with any provision that by its nature is intended to survive.

25. Questions, Complaints and Disputes

If a seller has a question or a complaint about the marketplace, an order, a payout, a commission, a restriction or these Seller Terms, the seller should contact Golden Dust Wear at contact@goldendustwear.com. We aim to acknowledge seller complaints promptly and to provide a substantive response within a reasonable period.

Golden Dust Wear is a small enterprise within the meaning of Commission Recommendation 2003/361/EC and is therefore currently exempt from the obligations to operate a formal internal complaint-handling system and to identify mediators under Articles 11 and 12 of Regulation (EU) 2019/1150. Seller complaints are handled directly by the Golden Dust Wear team. Should Golden Dust Wear cease to qualify as a small enterprise, these mechanisms will be put in place and these Seller Terms updated accordingly.

Nothing in this section prevents a seller from bringing proceedings before a competent court or from exercising any right available under applicable law.

26. Governing Law, Jurisdiction and Final Provisions

26.1 GOVERNING LAW

These Seller Terms and the relationship between Golden Dust Wear and the seller are governed by the law of the Republic of Estonia, excluding its conflict of law rules and excluding the United Nations Convention on Contracts for the International Sale of Goods.

26.2 JURISDICTION

The courts of Estonia, and specifically Harju County Court in Tallinn, have exclusive jurisdiction over any dispute arising out of or in connection with these Seller Terms. This does not affect any mandatory provision of the law of the seller's country of establishment that cannot be derogated from by agreement.

26.3 SEVERABILITY

If any provision of these Seller Terms is found to be invalid or unenforceable, the remaining provisions remain in full force and the invalid provision will be replaced by a valid provision reflecting its purpose as closely as possible.

26.4 NO WAIVER

A failure or delay by Golden Dust Wear in exercising a right under these Seller Terms does not constitute a waiver of that right.

26.5 ASSIGNMENT

A seller may not assign or transfer its rights or obligations under these Seller Terms without the prior written consent of Golden Dust Wear. Golden Dust Wear may assign these Seller Terms to a successor in the context of a reorganisation, merger or transfer of business.

26.6 ENTIRE AGREEMENT

These Seller Terms, together with the policies referred to in them, constitute the entire agreement between Golden Dust Wear and the seller in relation to selling on the marketplace.

26.7 LANGUAGE

These Seller Terms are drawn up in English. Where a translation is provided for convenience, the English version prevails in case of discrepancy.

CONTACT

GOLDEN DUST WEAR OÜ · Tornimäe tn 3, 10145 Tallinn, Estonia · Registry code: 17430259 Email: contact@goldendustwear.com · Website: goldendustwear.com