# Seller terms

Public contract for the provision of Polytsya marketplace services to sellers and car services

Version 1.0 · Edition of November 4, 2026 · FOP [entrepreneur's full name]

## Key points

- Individual entrepreneurs (FOP) and limited liability companies registered in Ukraine with the status “registered” in the EDR may sell. We check them against the open data of the register.
- Plans: Free (up to 10 products, 5% commission) and Pro (UAH 199 per 30 days, up to 1,000 products, 1% commission). Commission is charged only on orders that buyers receive.
- The subscription, commissions, promotion and car service listings are paid from the seller's balance.
- The price for the buyer includes delivery, so the consignment note is created with the sender as the payer.
- The seller is the party to the contract with the buyer and is responsible for the goods, returns and warranty.
- A car service listing costs UAH 499 per location for 30 days, paid in advance.

The summary does not replace the full text of the document.

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## 1 General provisions

**Language of this document.** This document is a translation from Ukrainian provided for information only. The Ukrainian version published on the Platform is the official one; in the event of any discrepancy between this translation and the Ukrainian version, the Ukrainian version prevails.

Individual Entrepreneur (FOP) [entrepreneur's full name] (RNOKPP [RNOKPP]), acting on the basis of the entry in the Unified State Register of Legal Entities, Individual Entrepreneurs and Public Formations of Ukraine (the “Operator”), offers individual entrepreneurs and legal entities to conclude a contract for the provision of services of the Polytsya marketplace (the “Platform”) on the terms set out below (the “Contract”).

1.1 The Contract is a public contract of adhesion. It is concluded by a business entity (the “Seller”) that has submitted an application in the Account Area to sell goods or list a car service and has confirmed its acceptance of the Contract. The Contract is deemed concluded when the Operator approves the application and the Seller is given access to the selling or car service section.

1.2 Subject matter of the Contract: the Operator gives the Seller access to the Platform and related services (publishing product Listings and car service locations, forwarding orders and bookings, delivery, payment, analytics and promotion tools), and the Seller pays for the services according to the tariffs.

1.3 The Contract includes the Terms of use, the Privacy policy, the tariffs on the “Become a seller” page and in the Account Area, and the Public offer and the Returns policy as regards the Seller's obligations to Buyers.

1.4 The Seller instructs the Operator to publish on its behalf the Public Offer and the Returns Policy as the terms of sale of the Seller's goods on the Platform, to update them in accordance with the law and the Contract, and to accept Buyers' orders and forward them to the Seller. The Seller is the party to the contract of sale with the Buyer and the seller of the goods.

## 2 Definitions

2.1 Capitalised terms have the meanings given in the Terms of use. In addition:

- **Seller Area**: the “Selling” and “Service” (car service) sections of the Account Area, where the Seller manages products, orders, locations, the balance and settings.
- **Balance**: the record of the Seller's advance payments for the Operator's services, from which the subscription, commissions, promotion and car service listings are debited.
- **Commission**: the Operator's fee for each of the Seller's parcels received by a Buyer.
- **Delivery Share**: the amount the Platform adds to the Seller's price so that the Buyer sees a price with free delivery.

- **Car Service Location**: the Seller's car service station with an address, opening hours, service bays and services, listed in the car service directory.

## 3 Who may sell

3.1 The Contract may be concluded by individual entrepreneurs (*fizychni osoby-pidpryiemtsi*, FOP) and limited liability companies (*tovarystva z obmezhenoiu vidpovidalnistiu*, TOV) registered in Ukraine with the status “registered” in the EDR. The Operator may admit other legal forms by a separate decision. Individuals without entrepreneur status may not sell on the Platform.

3.2 In the application the Seller provides a phone number for signing in; an FOP gives its surname, first name, patronymic, date of state registration and RNOKPP (taxpayer registration number); a legal entity gives its EDRPOU code, name and head; and the Seller also gives its contact details, warehouse address and payment details. The Operator checks the data against the open data of the EDR and may request documents: an extract from the EDR, documents for the goods, certificates or licences.

3.3 The Seller warrants that its data is accurate, that it is entitled to carry out the relevant activity and holds all required licences and permits, that it is not subject to sanctions of Ukraine and that it has no ties with the aggressor state. The Seller notifies the Operator of any change in its data within 3 business days.

3.4 The Operator regularly checks Sellers against EDR updates. If a Seller's status is no longer active or its record is not found, the Operator suspends its sales (products and car service locations are hidden and no new orders are accepted) and gives the Seller 7 days to update its data. The Seller fulfils orders already accepted in the usual way.

3.5 The Operator may refuse to conclude the Contract if the data cannot be confirmed, the Seller has previously been blocked for breaches or its activity is contrary to the law or the Contract.

## 4 Account Area and staff

4.1 The Seller signs in to the Account Area with a phone number and a one-time code. Actions performed after signing in are deemed to have been performed by the Seller.

4.2 The Seller may give access to its staff with limited roles (owner, manager, packer) and is responsible for their actions in the Account Area as for its own.

4.3 The Seller does not disclose sign-in codes to third parties and notifies the Operator immediately of any unauthorised access.

## 5 Platform services

5.1 The Operator provides the Seller with: publication of Listings in the catalogue and search; forwarding of Buyers' orders and messages; chats with Buyers; creation of Nova Poshta and Ukrposhta consignment notes using the Seller's API key, or manual entry of consignment note numbers; delivery tracking; handling of returns and disputes; notifications in the Account Area, the Telegram bot and by e-mail; statistics; artificial intelligence tools for filling in and importing products within the plan's limits; paid promotion; car service location listings with online booking; and acceptance of card payments through the Payment Service once this service is enabled.

5.2 The range of services, limits and features depends on the plan and may evolve. The Operator may change the interface and features without materially reducing paid services during a paid period.

5.3 The Operator does not guarantee any particular volume of sales or number of views.

## 6 Tariffs, commission and balance

6.1 Tariffs as at the date of this version:

| Item | Free | Pro |
|---|---|---|
| Subscription fee | UAH 0 | UAH 199 per 30 days |
| Active products | up to 10 | up to 1,000 |
| Commission on a received order | 5% | 1% |
| Own store front | no | yes |
| AI import of products from a file | no | yes |
| Statistics | basic | full |

The current tariffs are published on the “Become a seller” page and in the Account Area and prevail over this table.

6.2 Commission is charged on each of the Seller's parcels received by a Buyer, on the price of the goods excluding the Delivery Share, at the rate of the Seller's plan at the time of receipt. No commission is charged on cancelled or uncollected parcels or on parcels refused by the Buyer. If goods are returned, the commission on them is credited back to the Balance.

6.3 The Seller tops up the Balance by card through the Payment Service or by bank transfer against the Operator's invoice. Funds on the Balance are an advance payment for the Operator's services, are not a deposit and bear no interest. The Pro subscription, commissions, promotion and car service listings are debited from the Balance.

6.4 The Pro subscription is valid for 30 days from payment and renews automatically if the Balance is sufficient and auto-renewal has not been switched off. If funds are insufficient, the Seller has 3 days to top up the Balance; after that the plan changes to Free and products above the limit are paused. The Seller chooses which products remain active.

6.5 If the Balance becomes negative, the Operator warns the Seller. If the Balance is not topped up within 48 hours, all of the Seller's products are paused until it is topped up.

6.6 Each month the Operator draws up a certificate of services rendered (act) in electronic form and sends it to the Account Area or to the Seller's e-mail. If the Seller has not sent reasoned objections within 10 business days, the services are deemed properly rendered and accepted.

6.7 The Operator's tax status: not registered as a VAT payer. No VAT is charged on the Operator's services.

6.8 After the Contract terminates, the unused Balance is refunded to the Seller's account within 30 days of a written request, less any debt owed to the Operator and amounts required for settlements on outstanding orders, returns and disputes.

6.9 The Operator may change the tariffs by giving the Seller at least 30 days' notice. A change does not affect periods already paid for.

## 7 Products and Listings

7.1 The Seller creates its Listings itself: name, description, specifications, photos, price, stock, weight and dimensions, dispatch warehouse, dispatch time, display period and warranty terms. The Seller is responsible for the accuracy and completeness of the information and its compliance with consumer protection legislation, in particular regarding the main characteristics, the manufacturer, the shelf life and the conditions of storage and use. Product information is provided in Ukrainian.

7.2 Weight and dimensions are mandatory: the Delivery Share and the possibility of delivery by the chosen method depend on them. Inaccurate weight or dimensions do not release the Seller from the obligation to deliver the goods at the price shown to the Buyer.

7.3 The Seller sets the price. The Buyer sees a price equal to the Seller's price plus the Delivery Share, rounded to the hryvnia; the calculation is shown in the Account Area. The old price in a discount must equal the Seller's lowest price for that product in the 30 days before the discount started. It is prohibited to inflate the price artificially before a discount or to require the Buyer to pay surcharges not shown on the Platform.

7.4 Listings must not contain contact details, links to third-party resources, calls to buy outside the Platform or materials to which the Seller holds no rights.

7.5 The Seller lists 18+ goods only in categories marked 18+. Listings are moderated, including automatically with the use of artificial intelligence. The Operator may reject or hide a Listing or move it to another category, giving the reason.

7.6 If other Sellers sell the same product, the Platform may combine the Listings on one product card. The Operator compiles the name, photos and description of such a card from the Listings' data.

7.7 The Seller chooses the display period of a Listing: 7, 14, 30, 60 or 90 days, with no end date or until a specific date. Listings whose display period has expired are hidden until the Seller renews them.

## 8 Prohibited and restricted goods

8.1 The following may not be offered on the Platform:

- alcoholic beverages, tobacco products, electronic cigarettes, their liquids and tobacco heating devices;
- narcotic drugs, psychotropic substances, precursors and goods that imitate or promote them;
- medicinal products, prescription drugs and medical devices whose sale requires a licence or registration;
- weapons, ammunition and their essential parts, explosives, pyrotechnics and self-defence devices whose circulation is restricted;
- special technical means for covertly obtaining information;
- counterfeit goods, replicas and goods that infringe intellectual property rights;
- stolen property, documents, state awards, strict-accountability forms and personal data databases;
- hazardous chemicals and pesticides whose circulation requires permits, as well as recalled or dangerous goods;
- goods without the mandatory confirmation of conformity with technical regulations and marking;
- goods from the aggressor state whose import into Ukraine is prohibited, and goods promoting the aggressor state, war or totalitarian regimes;
- live animals, cultural property, currency, securities, virtual assets and means of payment;
- gambling, lotteries, financial and other services requiring a licence that the Seller does not hold;
- pornographic materials and other goods whose circulation is prohibited by the laws of Ukraine.

8.2 Energy drinks and other goods that the Platform sells to adults only may be listed only with the 18+ mark and are not eligible for paid promotion.

8.3 This list is not exhaustive. The Operator may restrict the sale of other goods where required by law, the rules of Payment Services or the safety of Buyers.

## 9 Orders and shipping

9.1 The Seller confirms an order in the Account Area within the time set by the Platform and ships it no later than the dispatch time stated in the Listing. If the Seller does not confirm the order in time, the Platform may cancel it.

9.2 The Seller creates the consignment note through the integration with the Carrier or enters its number manually. Since the price for the Buyer includes delivery, the Seller creates the consignment note with the sender as the payer of delivery. The fee for transferring money paid on delivery is borne by the Seller, for example through Nova Poshta's “Payment Control” service. The risk that the actual delivery cost exceeds the Delivery Share is borne by the Seller.

9.3 The Seller packs the goods so as to keep them safe in transit and ships goods from one warehouse in one parcel unless the Platform provides otherwise.

9.4 The Seller ships orders paid by card only after the Platform has confirmed the payment.

9.5 The Seller may cancel an order only on the grounds set out in the Public Offer: the product is unavailable, delivery is impossible, there is an obvious price error or there are signs of fraud. Frequent cancellations attributable to the Seller lower its rating and may give grounds for restrictions.

9.6 The Seller issues the Buyer with a payment document in accordance with the legislation on the use of cash registers (RRO). If payment is accepted through the Payment Service or the Carrier, the Seller ensures that a receipt is issued through them or through its own software cash register (PRRO).

9.7 For rolled metal and other goods that the Seller delivers with its own transport, the Seller agrees the time and terms of delivery with the Buyer and shows the delivery cost before the order is confirmed.

## 10 Returns, disputes and reimbursement

10.1 The Seller accepts returns and satisfies Buyers' claims in accordance with consumer protection legislation, the Public offer and the Returns policy: it responds to a request within 2 business days, provides a consignment note for return shipping at its own expense and makes refunds within the set time limits.

10.2 In a dispute, the Seller responds within 72 hours and provides explanations and evidence. If the Seller does not respond or the parties do not reach agreement, the Operator decides. The Operator's decision in a dispute is binding within the Platform; the Seller retains the right to go to court.

10.3 If, by decision of the Operator, money is refunded to a Buyer by the Operator or by the Payment Service on the Seller's behalf, the Seller reimburses that amount, and the Operator may debit it from the Balance.

10.4 The Seller is responsible for warranty obligations for the goods sold and handles Buyers' warranty claims.

## 11 Card payments and settlements

11.1 Money paid by the Buyer on delivery is transferred by the Carrier or its payment partner directly to the Seller under the Seller's agreement with the Carrier.

11.2 When the Operator enables card payments for the Seller, payments are accepted through the LiqPay Payment Service with payment splitting: the Seller's share is credited to its LiqPay store and the Operator's fee to the Operator's account. For this purpose the Seller concludes an agreement with JSC CB PrivatBank, registers a store in LiqPay and enters its details in the Account Area. The Payment Service fee is paid by the recipient of the funds at the Payment Service's rates.

11.3 The Operator is not a payment service provider and does not accept or hold Buyers' money intended for the Seller, except money for goods of the Official Store.

11.4 The Operator may temporarily not offer, or suspend, card payment for the Seller's goods if the payment details have not been verified, a dispute is open or there are signs of fraud.

## 12 Paid promotion

12.1 Sellers on the Pro plan may promote their Listings in search, categories, on the home page and in the “Similar products” block. Prices, formats (a package of days or pay-per-click) and auction rules are shown in the Account Area.

12.2 Campaigns are moderated. Ad placements are labelled “Ad”. The Seller is responsible for ensuring that the advertised product and the information about it comply with the Law of Ukraine “On Advertising”.

12.3 The cost of promotion is debited from the Balance. If funds are insufficient, the campaign stops showing until the Balance is topped up.

## 13 Car service listings

13.1 A Seller verified against the EDR may list one or more locations in the car service directory. To be published, a location must have a name, an address, a pin on the map, opening hours, at least one service bay, one service and three of the Seller's own photos.

13.2 A listing costs UAH 499 per location for 30 days. Payment is made in advance from the Balance; if funds are insufficient, the Seller tops up the Balance by the shortfall. The Operator may also activate a location after payment against an invoice.

13.3 A paid location appears in the directory immediately. When the paid period ends, the location is renewed automatically from the Balance if auto-renewal is on and funds are sufficient; otherwise the location is hidden from the directory and its data is kept. The Operator sends a reminder 3 days before the period ends.

13.4 Payment for a period that has started is not refundable, except where the Operator hid the location through no fault of the Seller, in which case the Operator credits the cost of the unused days back to the Balance.

13.5 The car service provides services to customers in its own name and is responsible for their quality, prices, safety and compliance with consumer protection legislation. The car service confirms or cancels bookings, receives customers at the agreed time and uses their data only to fulfil the booking.

13.6 A location card may show ratings, reviews and photos from Google with the source indicated; the Operator does not edit them. The car service states its service prices as indicative (“from”) and agrees the final cost with the customer before work starts.

## 14 Other listings

14.1 The terms for real estate listings and other listings of Business Users will be published separately before paid features are launched. Until then such listings are published by agreement with the Operator, and the Business User warrants that it is entitled to offer the property and that the information about it is accurate.

## 15 Buyer data and confidentiality

15.1 The Seller receives Buyers' data (name, phone number, delivery address, order contents, booking details) to fulfil an order or booking and processes it as an independent controller in accordance with the Law of Ukraine “On Personal Data Protection”.

15.2 The Seller uses Buyers' data only to fulfil orders, handle returns and warranty service and meet its legal obligations. It is prohibited to use the data for marketing without the Buyer's separate consent, to disclose it to third parties other than Carriers and Payment Services, or to keep it longer than necessary.

15.3 The Seller protects the data against unauthorised access and notifies the Operator of any breach involving data of Platform Buyers within 24 hours of becoming aware of it.

15.4 The Operator processes the data of the Seller and its staff in accordance with the Privacy policy and, in particular, provides the State Tax Service with information about

the Seller and its income received through the Platform in the cases and to the extent established by the Tax Code of Ukraine for digital platform operators.

## 16 Intellectual property

16.1 The Seller grants the Operator a free, non-exclusive, worldwide licence to use the names, descriptions, photos, logos and trade marks that the Seller places on the Platform for the term of the Contract and 6 months after its termination: for display on the Platform, in search engines and product catalogues (including Google Merchant), in the Platform's advertising and materials, for combining Listings on product cards, and for translation and processing with artificial intelligence tools.

16.2 The Seller warrants that it holds the rights to the materials and goods it places and indemnifies the Operator against losses if third parties bring claims for infringement of their rights by the Seller.

## 17 Measures for breaches

17.1 For a breach of the Contract, the Terms of Use or the law, the Operator may: warn the Seller; hide or remove a Listing or a car service location; restrict certain features, in particular card payments or promotion; suspend sales; block the Account Area; terminate the Contract.

17.2 The Operator chooses a measure taking into account the seriousness and recurrence of the breach and informs the Seller of the reason. The Seller may submit objections within 5 business days, and the Operator will consider them.

17.3 In cases of selling prohibited goods, fraud, a threat to the safety of Buyers or a request of a public authority, the Operator may take measures immediately.

## 18 Liability

18.1 The Seller is responsible to Buyers for the goods, their quality, safety, delivery and the performance of the contract of sale, as well as for paying taxes and complying with the law. If, as a result of the Seller's breach, claims are brought against the Operator, fines are imposed on it or it suffers losses, the Seller reimburses them.

18.2 The Operator is responsible for providing the Platform services. The Operator's liability to the Seller is limited to direct, documented losses in an amount not exceeding the amount paid by the Seller to the Operator in the last 3 months. The Operator is not liable for lost profits, loss of data through the Seller's fault, or the actions of Carriers, Payment Services and Buyers.

18.3 The Platform is provided “as is”. The Operator is not liable for temporary unavailability caused by maintenance, communication failures, cyberattacks or force majeure, in particular hostilities, air raid alerts and power outages.

## 19 Term, amendments and termination

19.1 The Contract is concluded for an indefinite term.

19.2 The Operator may amend the Contract by publishing a new version and notifying the Seller in the Account Area or by e-mail at least 14 days before it takes effect, or at least 30 days before in the case of a tariff increase. If the Seller does not agree, it may terminate the Contract before the amendments take effect.

19.3 The Seller may terminate the Contract at any time by notifying the Operator through the Account Area or customer support, after completing accepted orders, returns and disputes.

19.4 The Operator may terminate the Contract by giving the Seller 14 days' notice, or immediately in the event of a material or repeated breach.

19.5 After the Contract terminates, the parties complete their settlements, and the Seller performs its obligations to Buyers under contracts already concluded.

## 20 Miscellaneous

20.1 The Contract is governed by the laws of Ukraine. Disputes are resolved by negotiation and, failing agreement, by a court in accordance with the laws of Ukraine.

20.2 Notices under the Contract are sent to the Account Area, by e-mail or through another channel specified by the Seller. Documents under the Contract, including certificates of services rendered, are drawn up in electronic form, and the parties recognise their legal force. Where necessary, documents are signed with a qualified electronic signature.

20.3 The Ukrainian version of the Contract is the official one.

20.4 This version of the Contract is effective from 4 November 2026.

## 21 Operator details

21.1 FOP [entrepreneur's full name], RNOKPP [RNOKPP], address: [address]. Tax status: not registered as a VAT payer. E-mail: info@polytsya.com, phone: +380 68 371 71 71. Full details are given below.

## Operator details

| | |
|---|---|
| Entrepreneur | Individual Entrepreneur (FOP) [entrepreneur's full name] |
| RNOKPP (taxpayer number) | [RNOKPP] |
| Address | [address] |
| Tax status | not registered as a VAT payer |
| E-mail | info@polytsya.com |
| Phone | +380 68 371 71 71 |