



# Consumer Information

This section describes (i) information relating to the operation of the Platform, (ii) the methods of listing, delisting and ranking Sellers and Products, and (iii) information relating to reviews posted on the Platform.

The section is directly accessible by any User of the Platform [www.manomano.co.uk](http://www.manomano.co.uk).

The terms below beginning with a capital letter correspond to the definition set out in the General Terms and Conditions of Use of the Platform, accessible on the Platform.

## I. Information on the operation of the Platform

### 1. Persons authorised to submit their product offer

Only Sellers selected by ManoMano are authorised to list their products on the Platform. These are exclusively professional vendors of DIY, gardening, decoration, furniture or pet products.

Consumers are not authorised to submit Product offers on the Platform.

### 2. Nature of the business introduction

As recalled in the General Terms and Conditions of Use of the Platform, ManoMano acts exclusively as an intermediary between Buyers and Sellers.

ManoMano thus provides Users with a platform allowing a sales contract to be entered into, exclusively between the Seller and the Buyer, and whose purpose is the sale of a Product or Products chosen by the Buyer on the Platform.

### 3. Payment terms and method of managing the financial transaction

The price of the transaction is paid by the Buyer to ManoMano.

The Seller authorises ManoMano to collect, in its name and on its behalf, the total price of the transaction, including the shipping costs, which will be paid into an account dedicated to the Seller, created with the financial institution chosen by ManoMano, and which will be used only for the purpose of managing financial transactions carried out through the Platform.

ManoMano is the only party entitled to order payment of the Price of the transaction to be made from the dedicated account to the Seller.

#### **4. ManoMano warranty**

The commercial warranty that ManoMano offers to Buyers is defined in Article 11 of the ManoMano General Terms and Conditions of Use, as reproduced below:

Without prejudice to the User's rights and warranties available under the law, ManoMano has put a commercial guarantee in place for the eligible Buyers, the so-called "Concrete Guarantee", in order to facilitate the resolution of potential disputes which arise between the Buyers and Sellers on the following grounds:

- Order not validated
- Order not dispatched
- Order not delivered
- Order or Product delivered non-compliant, defective, incomplete, damaged or broken
- Product shown to be faulty when used
- The Seller has not responded to a withdrawal request
- Following a complaint, the Buyer did not receive the expected refund, whereas the Product was returned to the Seller
- Following a complaint, the Buyer did not receive the Product or part that should have been sent to it by the Seller
- Invoice not received or incorrect invoice.

The terms and conditions of opening and implementing the Concrete Guarantee are described in Annex 1 of these T&Cs.

The Buyer is informed that the Concrete Guarantee cannot be applied:

- if the terms and conditions for opening and implementing the Concrete Guarantee are not fulfilled;
- if the Buyer has damaged the Product;
- the Product has been lost after it has been received by the Buyer;
- payment of the Product by payment card has been rejected by the issuing bank;
- the Product has been bought fraudulently on the Platform.

## **II. Methods of listing, delisting and ranking Sellers and Products**

### **1. Terms and conditions of listing and delisting Sellers**

## **1.1. Terms and conditions of listing**

To be listed on the Platform, Sellers must pay a monthly subscription and commission on each sale of a Product.

They must also meet various criteria:

- be a professional vendor of DIY, gardening, decoration, furniture or pet products;
- meet quality criteria in terms of delivery times, returns policy, customer relationship management and in particular management of disputes with Buyers;
- offer products at reasonable prices;
- comply with the applicable regulations in force, including regarding distance selling;
- comply with the General Terms and Conditions of Use of the Platform.

Only Sellers meeting these criteria are authorised to be listed on the Platform and to market their Products there.

## **1.2. Terms and conditions of delisting**

ManoMano reserves the right to delist a Seller who no longer meets the listing criteria from the Platform.

ManoMano reserves the right to delist a Seller from the Platform:

- who does not comply with the applicable regulations;
- who does not comply with the General Terms and Conditions of Use of the Platform;
- whose delivery policy does not meet the required quality criteria (frequent delivery delays, products delivered damaged, etc.);
- whose after-sales service does not meet the required quality criteria (request processing times are too long, lack of cordiality in the tone of exchanges, etc.);
- who attempts to circumvent the Platform's invoicing and payment system;
- who uses the personal data of Buyers for purposes other than the management and execution of Orders placed on the Platform.

## **2. Criteria for listing and delisting Products**

The Products listed on the Platform are selected and put online by the Sellers.

Only DIY, gardening, decoration, furniture and pet products may be marketed on the Platform.

ManoMano reserves the right to withdraw Products from the Platform:

- the marketing of which is prohibited or illegal, in particular if they are counterfeit or infringe the rights of third parties, distribution agreements or if they contravene moral standards;

- which present a danger to health, safety or the environment, in particular products which have been recalled by the authorities or their manufacturer;
- from Sellers who are no longer listed on the Platform;
- which do not fall within the category of DIY, gardening, decoration, furniture or pets.

### **3. Display of Seller offers**

ManoMano connects Buyers and Sellers. It is therefore possible that the Buyer may be offered several similar offers from different Sellers on the same Product Factsheet.

The Seller featured on the Product Factsheet is selected by default according to machine learning algorithms, taking into account the following criteria: the price of the Product (including delivery costs), delivery times, free delivery and the quality indicator of the Seller.

### **4. Product ranking criteria**

Products are ranked by default on the Platform **(4.1.)**.

Some Products may be featured on the home page, on additional pages or in the Platform's search results in the context of commercial partnerships **(4.2.)** or on the initiative of ManoMano **(4.3.)**.

#### **4.1. Default ranking of Products**

The main parameters of the Product default ranking criteria are explained in this section. However, ManoMano reserves the right to update these criteria or add to them.

Each Product on the Platform is listed in a category of Products (for example: drill, swimming pool, etc.).

For each category, the Products appearing in the search results are ranked by default according to a machine learning algorithm which takes into account the following criteria:

- the number of orders / Product sales history (best-selling product);
- the number of previous views of the Product;
- the number of times the Product has been added to the shopping basket;
- the additional elements of the Product that will influence the purchase (such as price, delivery time, rating, number of ratings) and their changes (such as increase or decrease in price, delivery time, ratings).

This ranking is carried out by default in order to feature the most popular Products and corresponds to the "Relevance" criterion for sorting the search results on the Platform.

The Buyer may also, if they so wish, refine the search by sorting the results on the basis of other criteria:

- Most expensive to least expensive ("Price high to low");
- Least expensive to most expensive ("Price low to high");
- Product ratings by Buyers ("Highest ratings")

The Products will then be ranked in the search results according to the rating criterion selected.

## **4.2. Featuring Products as part of commercial partnerships**

### **4.2.1. Advertising**

Certain Products may be featured on the Platform in the context of commercial partnerships entered into with Sellers or partners.

This prominence is mentioned on the Platform under the term "Advertising".

### **4.2.2. Sponsored Products**

Sellers may subscribe to the optional paid service allowing them to feature their Products by means of an algorithm that associates their Products with User requests and Product categories.

The Products featured are listed as "Sponsored". They appear on the first pages of search results, on Product category pages and/or on Product pages.

In the event that among the Products identified by the algorithm following User requests, at least one of the Products is a product shipped by ManoMano, then one of the Products shipped by ManoMano appears in the first position among the sponsored products.

## **4.3. Featuring Products at the initiative of ManoMano**

### **4.3.1. "Best sellers"**

The Products featured under "Best sellers" correspond to the Products with the highest score from the Product ranking algorithm taking into account the sales volume criterion.

This prominence in the Platform's search results is carried out by default by the algorithm.

### **4.3.2. "Deal" Products**

The Products featured as "Deal" correspond to the Products that are currently on special offer on the Platform, for which delivery is free, and for which the selling price is competitive.

#### **4.3.3. Products on the “Great Deals” page**

The Products on the “Great Deals” page of the Platform are as follows:

- all Products currently on special offer on the entire Platform; and
- all Products for which delivery is free and for which the price is competitive.

#### **4.3.4 Products featured as “You may also like”**

The Products featured as “You may also like” correspond to the Products that were purchased and/or viewed after the Product appearing on the product page was seen and which belong to the same category as the latter.

In the event that among the Products identified by the algorithm, at least one of the Products is a product shipped by ManoMano, then this shipped Product may be featured a maximum of 7 positions higher.

#### **4.3.5 Products featured as “Often purchased together”**

The Products featured as “Often purchased together” are products that have already been purchased with the Product appearing on the product page and/or for which the algorithm has determined the relevance (on the basis of many criteria such as the shopping basket, the brand, etc.).

#### **4.3.6 The Products featured as “Our recommendations to complete your purchase”**

The Products featured as “Our recommendations to complete your purchase” are products that have already been purchased with the Product appearing on the product page and/or for which the algorithm has determined the relevance, and which each belong to as many different categories as possible.

#### **4.3.7 Products displayed by category when clicking on “add to basket”**

The Products featured by category when clicking on “add to basket” are products (i) belonging to a category complementary to the Product that is in the basket, and (ii) that have already been purchased with the Product that is in the basket.

If no product of the complementary category has been purchased with the Product appearing in the basket, the products of the complementary category with the highest score from the product ranking algorithm taking into account the sales volume criterion are pushed.

#### **4.3.8 Products featured as “This might come in handy” (at the basket validation page)**

The Products featured as “This might come in handy” are competing Products belonging to the same family as the Product(s) that are in the basket (e.g. garden, swimming pool, tools, indoor furniture, etc.) and that are often purchased with products from the said family.

## **III. Information on reviews posted on the Platform**

ManoMano has set up a system for the collection, posting and moderation of reviews relating to (i) the Products offered on the Platform and (ii) the delivery of Orders placed on the Platform.

Reviews are always collected as a result of a real consumer experience of the Product, since only Buyers, Manodvisors and/or a panel of selected testers can submit a review under the conditions defined below.

### **1. Terms of submitting and posting reviews**

#### **1.1. Reviews submitted by Buyers**

ManoMano allows Buyers to submit a review relating to (i) the delivery and/or (ii) a Product purchased.

To submit a review, the Buyer must first log into their personal account and must have completed the review collection form which is accessible:

- directly from the Buyer's Personal Account, by clicking on the “My Orders” tab then the “Rate product and/or delivery” button, or by clicking on the “Product review” tab; or
- within the review collection email sent to the Buyer by ManoMano following receipt of the Order, by clicking on the link contained in the email, which sends the Buyer to the review collection form.

The Buyer may change their review of the purchased Product and/or of the delivery at any time from their Personal Account, by clicking on the “My Orders” tab then the “Change product rating and/or delivery rating” button, or by clicking on the “Product review” tab.

##### **1.1.1. Delivery review**

Using the review collection form, the Buyer may submit a review about their delivery experience as follows:

- The Buyer gives an overall score of between 1 and 5 (1 being the lowest score and 5 being the highest);
- If the Buyer gives a score of 3 or less out of 5, they may also leave a comment about the delivery of his Product(s).

The delivery reviews shared by Buyers are not published on the Platform but are brought to the attention of the Sellers concerned.

### **1.1.2. Product review**

Using the review collection form, the Buyer may submit a review about the quality and main features of the Product purchased, as follows:

- The Buyer gives an overall score of between 1 and 5 (1 being the lowest score and 5 being the highest);
- The Buyer may also leave a comment giving their assessment of the Product.
- The Buyer may give specific scores for the Product's various aspects (e.g. battery life, noise, etc.).
- To illustrate a review about a Product, the Buyer may upload one or more photographs of the Product.

Product reviews shared by Buyers are published on the Platform and are subject to ex post moderation (see point 4 "Moderating reviews").

## **1.2. Reviews submitted by Testers / Manodvisors Testers**

Product reviews posted on the Platform may also have been collected as part of a product testing programme organised and managed by an external service provider (the products are tested by a panel of testers selected by the external service provider.)

Manodvisors may be part of this panel of testers. Manodvisors are DIY and gardening enthusiasts who guide and advise Users in their purchase decision on the Platform through an online chat.

As soon as a review has been collected as part of one of these testing programmes, its posting on the Platform is accompanied by the words "Tester Review" to make it identifiable.

As part of this programme, Manodvisors and/or testers volunteer to receive a Product offered for sale on the Platform in order to test it and give a review. At the end of the test period, the Manodvisors and/or testers have the chance to purchase the tested product at a reduced price.

## **2. Use of reviews by ManoMano**

Buyers who submit a review of a Product on the Platform declare that they are the sole author and owner of the intellectual property rights attached to each review (comment, photograph). The Buyer warrants that the review does not infringe any intellectual property rights or any other rights of third parties.



By submitting their review on the Platform, Buyers assign to ManoMano the right to reproduce, represent, modify, translate, adapt and exploit all or part of the review, by any technical and/or digital means known or unknown to date, in any format and on any type of medium.

Through this assignment, ManoMano is authorised to reproduce and publicly exploit the review in the following media:

- The websites owned by ManoMano (manomano.fr, manomano.it, manomano.es, manomano.de, manomano.co.uk, blog.manomano.fr, blog.manomano.it, blog.manomano.es, blog.manomano.de, blog.manomano.co.uk);
- ManoMano's social networks (Facebook, Instagram, Twitter, Pinterest or any other social network);
- The newsletters sent by ManoMano.

This assignment of property rights is granted on a free and non-exclusive basis, worldwide and for the entire legal term of protection of intellectual property rights from submission of the review by the Buyer.

### **3. Ranking criteria and terms of posting reviews on the Platform**

Only Product reviews submitted by Buyers or Testers are published on the Platform.

Product reviews are posted by default in order of relevance, from the most relevant to the least relevant. The relevance of a review is defined by an algorithm using defined criteria (based on many criteria such as drafting, the nature of the information given on the Product, etc.).

When the User consults all the reviews on a Product by clicking on the "View all" button, they have the option of ranking these reviews:

- In chronological order, from the most recent to the oldest;
- By popularity, from the review deemed most useful by Users to the review deemed least useful by Users.

## **4. Moderating reviews**

### **4.1. Moderating scores and comments**

The scores and comments (except photographs) left by Buyers are published directly on the Platform.

Whenever a comment contains an illegal term (coarse, offensive, word etc.), the term is automatically masked by asterisks.

ManoMano exercises monthly and automatic moderation of ratings and comments after publication, through an algorithm that detects comments identified as violating ManoMano's review policy (see point 5 "Review policy and moderation criteria").

In any case, a comment may be removed from the Platform as soon as ManoMano finds that it violates ManoMano's review policy (see point 5 "Review policy and moderation criteria"). In such case, all parts constituting the review are removed from the Platform (score, comment and photograph(s) included).

#### **4.2. Moderating Product photographs**

Photographs of a Product illustrating the scores and comments left by the Buyer are not published directly on the Platform.

ManoMano moderates photographs manually prior to their publication, through an external service provider.

A photograph is not published on the Platform if ManoMano or the service provider finds that it violates ManoMano's review policy (see point 5 "Review policy and moderation criteria"). In such case, all parts constituting the review are removed from the Platform (score, comment and photograph(s) included).

#### **4.3. Moderating reviews at the request of Sellers**

Sellers may also contact ManoMano to request that a review be removed from the Platform if they believe it violates ManoMano's review policy (see point 5 "Review policy and moderation criteria").

Sellers must give reasons for their request that a review be removed. ManoMano reserves the right to reject such requests for removal if it is effectively found that the review does not violate ManoMano's review policy.

### **5. Review policy and moderation criteria**

ManoMano may decide not to publish or to remove at any time a review submitted by a Buyer or by a Tester when it is found that the latter violates its review policy.

ManoMano may moderate a review in one of the following cases:

- **The review is not about the Product:** for example, the review contains a comment or photograph about the Seller, delivery, ManoMano, another Product, etc.
- **The review is about a problem with the Product's pre-sales/after-sales service or with it being dangerous or illegal:** for example, the review contains a comment about,

or photograph of, damage to the Product when in transit, non-compliance of the Product with the regulations in force, etc.

To notify ManoMano of any of the above cases, the Buyer may contact ManoMano Customer Service directly using the [contact form](#).

- **The review is unclear and/or inconsistent:** for example, the review contains a negative score whereas the comment is positive; or a photograph does not show the Product, whereas the comment is about the Product, etc.
- **The review's content is unintelligible or of poor quality:** for example, the review contains an unintelligible comment, blurred photograph to illustrate the comment on the Product, etc.
- **The review is misleading or deceptive:** the review has not been left by a Buyer or by a Tester (for example, the review has been left by the Seller itself).
- **The review is for promotional or advertising purposes:** for example, the review contains a comment or photograph promoting goods, a service or company, by inclusion of a telephone number, email address, hyperlink, etc.
- **The review infringes the rights of third parties:** for example, the review contains a comment or photograph infringing an intellectual property right, industrial property right or personality right (image right, privacy right), etc.
- **The review is in breach of the applicable laws or regulations, public policy, or standards of public decency:** for example, the review contains a comment or photograph that is defamatory, injurious, obscene, pornographic, offensive or violent, or incites discrimination or political violence, or is racist, xenophobic, sexist or homophobic etc.
- **The review contains personal, sensitive or confidential information:** for example, the review includes a comment or photograph that contains a first or last name, order number, credit card number, email address, etc.

When a review is removed or is not published on the Platform, ManoMano notifies the Buyer by email.

ManoMano reserves the right to contact the review's author at any time.

## 6. Translation of reviews on the Platform

Product reviews may be translated into the languages of the countries where ManoMano operates.

Reviews are translated automatically using the machine translation tool "Google Translate".

## 7. Time limits for the publication and retention of a review

Product reviews are published on the Platform for as long as the Product sale offer is accessible on the Platform.

In case of inactivity of a Personal Account for more than 3 years, all reviews submitted by the holder of this Personal Account are anonymised.