

---

# Terms of Service

Shopee Mall Seller Centre

---

## TERMS OF SERVICE

### 1. INTRODUCTION

1.1 Welcome to the Shopee platform (the "Site"). Please read the following Terms of Service carefully before using this Site or opening a Shopee account ("Account") so that you are aware of your legal rights and obligations with respect to Shopee Southeast Asia Limited and its affiliates and subsidiaries (individually and collectively, "Shopee", "we", "us" or "our"). The "Services" we provide or make available include (a) the Site, (b) the services provided by the Site and by Shopee client software made available through the Site, and (c) all information, linked pages, features, data, text, images, photographs, graphics, music, sounds, video (including live streams), messages, tags, content, programming, software, application services (including, without limitation, any mobile application services) or other materials made available through the Site or its related services ("Content"). Any new features added to or augmenting the Services are also subject to these Terms of Service. These Terms of Service govern your use of Services provided by Shopee.

1.2 The Services include an online platform service that provides a place and opportunity for the sale of goods between the buyer ("Buyer") and the seller ("Seller") (collectively "you", "Users" or "Parties"). The actual contract for sale is directly between Buyer and Seller and Shopee is not a party to that or any other contract between Buyer and Seller and accepts no obligations in connection with any such contract. Parties to such transaction will be entirely responsible for the sales contract between them, the listing of goods, warranty of purchase and the like. Shopee is not involved in the transaction between Users. Shopee may or may not pre-screen Users or the Content or information provided by Users. Shopee reserves the right to remove any Content or information posted by you on the Site in accordance to Section 6.4 herein. Shopee cannot ensure that Users will actually complete a transaction.

---

must consent to the processing of your personal data as described in the Privacy Policy linked hereto.

## Shopee Mall Seller Centre

---

1.4 Shopee reserves the right to change, modify, suspend or discontinue all or any part of this Site or the Services at any time or upon notice as required by local laws. Shopee may release certain Services or their features in a beta version, which may not work correctly or in the same way the final version may work, and we shall not be held liable in such instances. Shopee may also impose limits on certain features or restrict your access to parts of, or the entire, Site or Services in its sole discretion and without notice or liability.

1.5 Shopee reserves the right to refuse to provide you access to the Site or Services or to allow you to open an Account for any reason.

BY USING SHOPEE SERVICES OR OPENING AN ACCOUNT, YOU GIVE YOUR IRREVOCABLE ACCEPTANCE OF AND CONSENT TO THE TERMS OF THIS AGREEMENT, INCLUDING THOSE ADDITIONAL TERMS AND CONDITIONS AND POLICIES REFERENCED HEREIN AND/OR LINKED HERETO.

IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT USE OUR SERVICES OR ACCESS THE SITE. IF YOU ARE UNDER THE AGE OF 18 OR THE LEGAL AGE FOR GIVING CONSENT HEREUNDER PURSUANT TO THE APPLICABLE LAWS IN YOUR COUNTRY (THE "LEGAL AGE"), YOU MUST GET PERMISSION FROM A PARENT OR LEGAL GUARDIAN TO OPEN AN ACCOUNT AND THAT PARENT OR LEGAL GUARDIAN MUST AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU DO NOT KNOW WHETHER YOU HAVE REACHED THE LEGAL AGE, OR DO NOT UNDERSTAND THIS SECTION, PLEASE DO NOT CREATE AN ACCOUNT UNTIL YOU HAVE ASKED YOUR PARENT OR LEGAL GUARDIAN FOR HELP. IF YOU ARE THE PARENT OR LEGAL GUARDIAN OF A MINOR WHO IS CREATING AN ACCOUNT, YOU MUST ACCEPT THE TERMS OF THIS AGREEMENT ON THE MINOR'S BEHALF AND YOU WILL BE RESPONSIBLE FOR ALL USE OF THE ACCOUNT OR COMPANY SERVICES USING SUCH ACCOUNT, WHETHER SUCH ACCOUNT IS CURRENTLY OPEN OR CREATED LATER.

## 2. PRIVACY

---

and/or your use of the Services (the "User Information"). By using the Services or providing information on the Site, you:

Shopee Mall Seller Centre

---

- (i) consent to Shopee's collection, use, disclosure and/or processing of your Content, personal data and User Information as described in the Privacy Policy;
  
- (ii) agree and acknowledge that the proprietary rights of your User Information are jointly owned by you and Shopee; and
  
- (iii) shall not, whether directly or indirectly, disclose your User Information to any third party, or otherwise allow any third party to access or use your User Information, without Shopee's prior written consent.

2.2 Users in possession of another User's personal data through the use of the Services (the "Receiving Party") hereby agree that, they will (i) comply with all applicable personal data protection laws with respect to any such data; (ii) allow the User whose personal data the Receiving Party has collected (the "Disclosing Party") to remove his or her data so collected from the Receiving Party's database; and (iii) allow the Disclosing Party to review what information have been collected about them by the Receiving Party, in each case of (ii) and (iii) above, in compliance with and where required by applicable laws.

### **3. LIMITED LICENSE**

3.1 Shopee grants you a limited and revocable license to access and use the Services subject to the terms and conditions of these Terms of Service. All proprietary Content, trademarks, service marks, brand names, logos and other intellectual property ("Intellectual Property") displayed in the Site are the property of Shopee and where applicable, third party proprietors identified in the Site. No right or licence is granted directly or indirectly to any party accessing the Site to use or reproduce any Intellectual Property, and no party accessing the Site shall claim any right, title or interest therein. By using or accessing the Services you agree to comply with the copyright, trademark, service mark, and all other applicable laws that protect the Services, the Site and its Content. You agree not to copy, distribute, republish, transmit, publicly display, publicly perform, modify, adapt, rent, sell, or create derivative works of any portion of the Services, the Site or its

our content, without our prior written consent (such consent is deemed given for standard search engine technology employed by Internet search engines to crawl, index, and serve content to their users).

Shopee Mall Seller Centre

---

3.2 You are welcome to link to the Site from your website, provided that your website does not imply any endorsement by or association with Shopee. You acknowledge that Shopee may, in its sole discretion and at any time, discontinue providing the Services, either in part or as a whole, without notice.

#### **4. SOFTWARE**

Any software provided by us to you as part of the Services is subject to the provisions of these Terms of Service. Shopee reserves all rights to the software not expressly granted by Shopee hereunder. Any third-party scripts or code, linked to or referenced from the Services, are licensed to you by the third parties that own such scripts or code, not by Shopee.

#### **5. ACCOUNTS AND SECURITY**

5.1 Some functions of our Services require registration for an Account by selecting a unique user identification ("User ID") and password, and by providing certain personal information. If you select a User ID that Shopee, in its sole discretion, finds offensive or inappropriate, Shopee has the right to suspend or terminate your Account. You may be able to use your Account to gain access to other products, websites or services to which we have enabled access or with which we have tied up or collaborated. Shopee has not reviewed, and assumes no responsibility for any third party content, functionality, security, services, privacy policies, or other practices of those products, websites or services. If you do so, the terms of service for those products, websites or services, including their respective privacy policies, if different from these Terms of Service and/or our Privacy Policy, may also apply to your use of those products, websites or services.

5.2 You agree to (a) keep your password confidential and use only your User ID and password when logging in, (b) ensure that you log out from your account at the end of each session on the Site, (c) immediately notify Shopee of any unauthorised use of your Account, User ID and/or password, and (d) ensure that your Account information is accurate and up-to-date.

---

## Shopee Mall Seller Centre

---

terminate your Account and your User ID, remove or discard from the Site any Content associated with your Account and User ID, withdraw any subsidies offered to you, cancel any transactions associated with your Account and User ID, temporarily or in more serious cases permanently withhold any sale proceeds or refunds, and/or take any other actions that Shopee deems necessary. Grounds for such actions may include, but are not limited to, actual or suspected (a) extended periods of inactivity, (b) violation of the letter or spirit of these Terms of Service, (c) illegal, fraudulent, harassing, defamatory, threatening or abusive behaviour (d) having multiple user accounts, (e) buying products on the Site for the purpose of commercial re-sale, (f) abnormal or excessive purchasing of products from the same Seller or related group of Sellers, (g) voucher abuse (including, but not limited to, selling of vouchers to third parties, selling of vouchers or other credits at a significant markup above face value, and/or abnormal or excessive use of vouchers on the Site), (h) creation, exploitation, or use of any unauthorized third-party software or products in conjunction with or operate the functions available on Shopee or (h) behaviour that is harmful to other Users, third parties, or the business interests of Shopee. Use of an Account for illegal, fraudulent, harassing, defamatory, threatening or abusive purposes may be referred to law enforcement authorities without notice to you. If a legal dispute arises or law enforcement action is commenced relating to your Account or your use of the Services for any reason, Shopee may terminate your Account immediately with or without notice.

5.4 Users may terminate their Account if they notify Shopee in writing (including via email at [help@support.shopee.ph](mailto:help@support.shopee.ph)) of their desire to do so. You understand and agree that your account will, at the earliest, be terminated twenty-four (24) hours after the request for termination. Notwithstanding any such termination, Users remain responsible and liable for any incomplete transaction (whether commenced prior to or after such termination), shipment of the product, payment for the product, or the like, and Users must contact Shopee after he or she has promptly and effectively carried out and completed all incomplete transactions according to the Terms of Service. Shopee shall have no liability, and shall not be liable for any damages incurred due to the actions taken in accordance with this Section. Users waive any and all claims based on any such action taken by Shopee.

5.5 You may only use the Services and/or open an Account if you are located in one of our approved countries, as updated from time to time.

---

terminated. This license will terminate as set forth under these Terms of Service or if you fail to comply with any term or condition of these Terms of

Shopee Mall Seller Centre

---

## 6.2 You agree not to:

- (a) upload, post, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, alarming, distressing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- (b) violate any laws, including without limitation any laws and regulation in relation to export and import restrictions, third party rights or our [Prohibited and Restricted Items policy](#);
- (c) upload, post, transmit or otherwise make available any Content featuring an unsupervised minor or use the Services to harm minors in any way;
- (d) use the Services or upload Content to impersonate any person or entity, or otherwise misrepresent your affiliation with a person or entity;
- (e) forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Services;
- (f) remove any proprietary notices from the Site;
- (g) cause, permit or authorize the modification, creation of derivative works, or translation of the Services without the express permission of Shopee;
- (h) use the Services for the benefit of any third party or any manner not permitted by the licenses granted herein;
- (i) use the Services or upload Content in a manner that is fraudulent, unconscionable, false, misleading or deceptive;
- (j) open and/or operate multiple user accounts in connection with any conduct that violates either the letter or spirit of these Terms of Service;
- (k) access the Shopee platform, open a user account, or otherwise access your user account using any non-official Shopee hardware or software, including but not limited to an emulator, simulator, bot or other similar hardware or software;

---

systems;

(n) attempt to decompile, reverse engineer, disassemble or hack the Shopee Mall Seller Centre

---

the Services and/or data transmitted, processed or stored by Shopee;

(o) harvest or collect any information about or regarding other Account holders, including, without limitation, any personal data or information;

(p) upload, email, post, transmit or otherwise make available any Content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);

(q) upload, email, post, transmit or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;

(r) upload, email, post, transmit or otherwise make available any unsolicited or unauthorised advertising, promotional materials, "junk mail", "spam", "chain letters", "pyramid schemes", or any other unauthorised form of solicitation;

(s) upload, email, post, transmit or otherwise make available any material that contains software viruses, worms, Trojan-horses or any other computer code, routines, files or programs designed to directly or indirectly interfere with, manipulate, interrupt, destroy or limit the functionality or integrity of any computer software or hardware or data or telecommunications equipment;

(t) disrupt the normal flow of dialogue, cause a screen to "scroll" faster than other Users of the Services are able to type, or otherwise act in a manner that negatively affects other Users' ability to engage in real time exchanges;

(u) interfere with, manipulate or disrupt the Services or servers or networks connected to the Services or any other User's use and enjoyment of the Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Site;

(v) take any action or engage in any conduct that could directly or indirectly damage, disable, overburden, or impair the Services or the servers or networks connected to the Services;

(w) use the Services to intentionally or unintentionally violate any applicable local, state, national or international law, rule, code, directive, guideline, policy or regulation including, without limitation, laws and

embargo administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control, the United Nations Security Council, the European Union or Her Majesty's Treasury.

Shopee Mall Seller Centre

otherwise harass another;

(z) infringe the rights of Shopee, including any intellectual property rights and any passing off of the same thereof;

(aa) use the Services to collect or store personal data about other Users in connection with the prohibited conduct and activities set forth above; and/or

(bb) list items which infringe upon the copyright, trademark or other intellectual property rights of third parties or use the Services in a manner which will infringe the intellectual property rights of others.

6.3 You understand that all Content, whether publicly posted or privately transmitted, is the sole responsibility of the person from whom such Content originated. This means that you, and not Shopee, are entirely responsible for all Content that you upload, post, email, transmit or otherwise make available through the Site. You understand that by using the Site, you may be exposed to Content that you may consider to be offensive, indecent or objectionable. To the maximum extent permitted by applicable law, under no circumstances will Shopee be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of, or reliance on, any Content posted, emailed, transmitted or otherwise made available on the Site.

6.4 You acknowledge that Shopee and its designees shall have the right (but not the obligation) in their sole discretion to pre-screen, refuse, delete, stop, suspend, remove or move any Content, including without limitation any Content or information posted by you, that is available on the Site without any liability to you. Without limiting the foregoing, Shopee and its designees shall have the right to remove any Content (i) that violates these Terms of Service or our Prohibited and Restricted Items Policy; (ii) if we receive a complaint from another User; (iii) if we receive a notice or allegation of intellectual property infringement or other legal instruction or request for removal; or (iv) if such Content is otherwise objectionable. We may also block delivery of a communication (including, without limitation, status updates, postings, messages and/or chats) to or from the Services as part of our effort to protect the Services or our Users, or otherwise enforce the provisions of these Terms and Conditions. You agree that you must evaluate, and bear all risks associated with, the use of any Content, including, without limitation, any reliance on the accuracy, completeness, or

---

## Shopee Mall Seller Centre

---

regulatory, or governmental authority, the relevant rights owner, or other third parties if required to do so by law, pursuant to an order of a court or lawful request by any governmental or regulatory authority having jurisdiction over Shopee or in a good faith belief that such access preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce these Terms of Service or our Prohibited and Restricted Items Policy; (c) respond to claims that any Content violates the rights of third parties, including intellectual property rights; (d) respond to your requests for customer service; or (e) protect the rights, property or personal safety of Shopee, its Users and/or the public.

## 7. VIOLATION OF OUR TERMS OF SERVICE

7.1 Violations of this policy may result in a range of actions, including, without limitation, any or all of the following:

1. Listing deletion
2. Limits placed on Account privileges
3. Account suspension and subsequent termination
4. Criminal charges
5. Civil actions, including without limitation a claim for damages and/or interim or injunctive relief

7.2 If you believe a User on our Site is violating these Terms of Service, please contact [help@support.shopee.ph](mailto:help@support.shopee.ph).

## 8. REPORTING INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT

8.1 As stated above, Shopee does not allow listings that violate the intellectual property rights of brands or other intellectual property rights

---

individuals or businesses and they are not associated with Shopee in any way and Shopee is neither the agent nor representative of the Users and

Shopee Mall Seller Centre

---

8.3 If you are an IPR Owner or an agent duly authorised by an IPR Owner (“IPR Agent”) and you believe that your right or your principal’s right has been infringed, please notify us by submitting the online form at [https://shopee-support.formstack.com/forms/ipr\\_ph](https://shopee-support.formstack.com/forms/ipr_ph) and provide us the documents requested below to support your claim. Do allow us time to process the information provided. Shopee will respond to your complaint as soon as practicable.

8.4 Complaints under this Section 8 must be provided in the form prescribed by Shopee, which may be updated from time to time, and must include at least the following: (a) a physical or electronic signature of an IPR Owner or IPR Agent (collectively, “Informant”); (b) a description of the type and nature of intellectual property right that is allegedly infringed and proof of rights; (c) a description of the nature of alleged infringement with sufficient details to enable Shopee to assess the complaint; (d) URL(s) of the listing(s) which contains the alleged infringement; (e) sufficient information to allow Shopee to contact the Informant, such as Informant’s physical address, telephone number and e-mail address; (f) a statement by Informant that the complaint is filed on good faith belief and that the use of the intellectual property as identified by the Informant is not authorised by the IPR Owner or the law; (g) a statement by the Informant that the information in the notification is accurate, that the Informant will indemnify us for any damages we may suffer as a result of the information provided by the Informant, and that the Informant has the appropriate right or is authorised to act on the IPR Owner’s behalf in all matters relating to the complaint.

8.5 Shopee acknowledges a manufacturer’s right to enter into certain exclusive distribution agreements or minimum advertised price agreements for its products. However, violations of such agreements do not constitute intellectual property rights infringement. As the enforcement of these agreements is a matter between the manufacturer and the sellers, Shopee does not assist in this type of enforcement activity and does not enforce exclusive distribution rights or price-control matters except within the countries that have laws specifically governing selective or exclusive distribution.

8.6 Each and every Seller agrees to hold Shopee and its Affiliates harmless from all claims, causes of action, damages and judgments arising

---

## 9. PURCHASE AND PAYMENT

Shopee Mall Seller Centre

---

9.1 Shopee supports one or more of the following payment methods in each country it operates in:

-

(i) Credit Card

Card payments are processed through third-party payment channels and the type of credit cards accepted by these payment channels may vary depending on the jurisdiction you are in.

(ii) Cash on Delivery\_(COD)

Shopee provides COD services in selected countries. Buyers may pay cash directly to the deliver agent upon their receipt of the purchased item.

(iii) Bank Transfer

Buyer may make payments through an Automated Teller Machine or internet bank transfer ("Bank Transfer") to our designated Shopee Guarantee Account (as defined in Section 11). Buyer must provide Shopee with the transfer receipt or payment transaction reference for verification purposes through the 'Upload Receipt' function found in Shopee's app as payment confirmation. If payment confirmation is not received by Shopee within three (3) days, Buyer's order will be cancelled.

9.2 Buyer may only change their preferred mode of payment for their purchase prior to making payment.

9.3 Shopee takes no responsibility and assume no liability for any loss or damages to Buyer arising from shipping information and/or payment information entered by Buyer or wrong remittance by Buyer in connection with the payment for the items purchased. We reserve the right to check whether Buyer is duly authorised to use certain payment method, and may suspend the transaction until such authorisation is confirmed or cancel the relevant transaction where such confirmation is not available.

9.4 At the moment, Shopee is only able to make payment to Users via bank transfer. Hence, Users are required to provide Shopee with his/her banking details in order to receive payments i.e. from the sale of item or refund from Shopee.

---

10.1 Shopee Wallet is a service provided by Shopee or its authorised Shopee Mall Seller Centre

---

or your Shopee Wallet. The sum of this money, minus any withdrawals, will be reflected as your Shopee Wallet balance.

10.2 You may transfer funds from your Shopee Wallet (up to the amount of your Shopee Wallet balance) to your linked bank account (“Linked Account”) by submitting a transfer request (“Withdrawal Request”) a maximum of once per day. Shopee may also automatically transfer funds from your Shopee Wallet to your Linked Account on a regular basis, as determined by Shopee. Shopee shall only process such transfers on business days and such transfers may take up to two business days to be credited to your Linked Account.

10.3 Each User is entitled to a maximum number of one (1) free Withdrawal Request per week. Shopee may impose a fee of ₱15 (₱500 for BPI Family Savings) for each additional Withdrawal Request made in excess of such maximum number in a given week (“Withdrawal Fee”). The maximum number of free Withdrawal Requests each User is entitled to and the amount of Withdrawal Fees charged are subject to change at Shopee’s discretion.

10.4 Money from your sale of items on Shopee shall be credited to your Shopee Wallet within three (3) days after the item is delivered to Buyer or immediately after Buyer has acknowledged that they have received the item. Money from refunds of items on Shopee shall be credited to your Shopee Wallet within one (1) day of the return or refund request being approved.

10.5 Once submitted, you may not modify or cancel a Withdrawal Request.

10.6 If there is an error in the processing of any transaction, you authorize us to initiate debit or credit entries to your designated bank account, to correct such error, provided that any such correction is made in accordance with applicable laws and regulations. If we are unable to debit your designated bank account for any reason, you authorize us to resubmit the debit, plus any applicable fees, to any other bank account or payment

---

## 10.7 You authorize us to initiate debit or credit entries to your Shopee Wallet.

Shopee Mall Seller Centre

---

- (i) to correct any errors in the processing of any transaction;
- (ii) where Shopee has determined that you have engaged in fraudulent or suspicious activity and/or transactions;
- (iii) in connection with any lost, damaged or incorrect items;
- (iv) in connection with any rewards or rebates;
- (v) in connection with any uncharged fees;
- (vi) in connection with the settlement of any transaction dispute, including any compensation due to, or from, you;
- (vii) in connection with any liability or payment that Shopee has determined is attributable to breach of your obligation/s to Shopee, other Users or third parties, including any behaviour that is harmful to other Users, third parties, or the business interests of Shopee;
- (viii) in connection with any banned items or items that are detained by customs; and
- (ix) in connection with any change of mind agreed to by both Buyer and Seller; and
- (x) to purchase Advertising Credits where you have activated the Advertising Credits Top Up Feature and your Advertising Credits have fallen below your Advertising Credits Minimum Amount.

## 11. SHOPEE GUARANTEE

11.1 Shopee Guarantee is a service provided by Shopee or its authorised agent to protect purchases. To protect against the risk of liability, payment for purchases made to Seller using the Services will be held by Shopee or its authorised agent (“Shopee Guarantee Account”). Seller will not receive interest or other earnings from the sum you have paid into Shopee Guarantee Account.

11.2 After Buyer makes payment for his/her order (“Buyer’s Purchase Monies”), Buyer’s Purchase Monies will be held in Shopee Guarantee

---

his/her goods, in which case, unless 11.2(d) applies, Shopee will release Buyer's Purchase Monies (less the Seller's proportion of the Shipping Fee

Shopee Mall Seller Centre

---

Shopee Guarantee Account to Seller;

(b) Shopee Guarantee Period (or any approved extension under 11.3) expires, in which case, unless 11.2(c) or 11.2(d) applies, Shopee will release Buyer's Purchase Monies (less the Seller's proportion of the Shipping Fee (if applicable), the Transaction Fee (defined below), Commission Fee (defined below) and (if applicable) the Cross Border Fee (defined below)) in Shopee Guarantee Account to Seller;

(c) Shopee determines that Buyer's application for a return of goods and/or refund is successful, in which case, unless 11.2(d) applies, Shopee will provide a refund to Buyer, subject to and in accordance with the Refunds and Return Policy;

(d) such other time as Shopee reasonably determines that a distribution of Buyer's Purchase Monies (less the Transaction Fee (defined below), Commission Fee (defined below) and (if applicable) the Cross Border Fee (defined below)) is appropriate, including, without limitation, where it deems reasonably necessary to comply with applicable law or a court order or to enforce these Terms of Service.

Shopee Guarantee is only offered to Buyers who have made payment through the channels provided by Shopee into Shopee Guarantee Account. Offline arrangements between Buyer and Seller will not be covered under Shopee Guarantee.

11.3 Payments made through Shopee channels will be held in the Shopee Guarantee Account for a specified period of time (the "Shopee Guarantee Period"). To find out more about the Shopee Guarantee Period, please click [this](#) link. Buyer may apply for a one-time extension of Shopee Guarantee Period prior to the expiry of the applicable Shopee Guarantee Period, subject to and in accordance with the Refunds and Return Policy. Upon Buyer's application, Shopee Guarantee Period may be extended for a maximum period of three (3) days unless Shopee in its sole discretion determines that a longer extension is appropriate or required.

11.4 If, for any reason, the Seller's bank account cannot be credited and/or the Seller cannot be contacted, Shopee will use reasonable endeavours to contact the Seller using the contact details provided by him/her. In the event that the Seller cannot be contacted and the Buyer's

---

11.5 Seller/Buyer must be the beneficial owner of the Account and conduct transaction on the Site only on behalf of him or herself. Shopee may require Seller or Buyer to provide his or her personal data such as recent identity photograph, bank account details and/or any other such documentation necessary, for verification purposes, including verification required by third party payment processing and logistic service providers. Seller/Buyer hereby grants Shopee his/her consent to use or provide to third party his/her personal data to facilitate his/her use of the Site. Further, Seller/Buyer authorises Shopee to use his/her personal data to make any inquires we consider necessary to validate his/her identity with the appropriate entity such as his/her bank. For more information in relation to how Shopee handles your personal information, please visit our [Privacy Policy page](#).

11.6 The Shopee Guarantee is in addition and without limitation to Buyer's and Seller's obligations under applicable law, which may go above and beyond what is provided for by the Shopee Guarantee. The Shopee Guarantee is neither intended nor designed to assist Buyer or Seller in complying with its own legal obligations, for which each party will remain solely responsible, and Shopee accepts no liability in connection with the same. Without limitation, the Shopee Guarantee does not constitute a product warranty.

11.7 Buyer and Seller acknowledge and agree that Shopee's decision (including any appeals) in respect of and relating to any issues concerning the Shopee Guarantee is final.

11.8 For the avoidance of doubt, any transactions not conducted on the Site will not qualify for the protection offered by Shopee Guarantee.

## **12. SHOPEE COIN REWARD SYSTEM**

12.1 Users may earn loyalty points ("Shopee Coin") by buying merchandises on the Site using the Shopee Guarantee system or through participation in other Shopee activities as Shopee may from time to time determine ("Eligible Activities") based on the conversion rate determined by Shopee in its sole discretion. Generally, Shopee Coin will be credited to a User's Account upon the completion of a successful transaction or activity approved by Shopee. You are eligible to participate in the Shopee Coin

---

12.2 Transaction not completed on the Site using Shopee Guarantee do not qualify for the Shopee Coin reward system. Shopee may at its sole discretion exclude categories of items from the Shopee Coin reward system.

12.3 Shopee Coins credited to Buyers have no monetary value, do not constitute Buyers' property and cannot be purchased, sold, transferred or redeemed for cash by Buyer.

12.4 Subject to Shopee rules and regulation as determined, varied or modified by Shopee from time to time, subject to any cap imposed by Shopee at its sole discretion, User may redeem Shopee Coin by sending a request to Shopee and use Shopee Coin to offset the purchase price of selected items when making purchases on the Site as advised by Shopee from time to time. All refunds will be subject to Shopee's Refunds and Return Policy under Section 15.4.

12.5 The Shopee Coin you redeem will be deducted from your Shopee Coin balance. Each Shopee Coin comes with an expiry date. Do check your account details on the Site for Shopee Coin balances and expiry date.

12.6 From time to time, we may tell you that bonus Shopee Coin will be awarded for particular Eligible Activities. This may include but is not limited to purchases you make at participating Sellers or pursuant to specific promotional offers. We will notify you of the terms of such bonus awards if any from time to time.

12.7 If you have a dispute in relation to the number of Shopee Coin which you have been awarded in respect of an Eligible Activity, such a dispute must be made within one (1) month from the date of the Eligible Activity. We may require you to provide evidence to support your claim.

12.8 Shopee gives no warranty and accepts no responsibility as to the ultimate tax treatment of Shopee Coin. You will need to check with your tax advisor whether receiving Shopee Coin affects your tax situation.

12.9 Shopee reserves the right to (i) discontinue the Shopee Coin Reward System at any time at its sole discretion and (ii) cancel or suspend a User's

---

## 13 SHOPEE COINS MARKETING SERVICES

13.1 Sellers may purchase Shopee Coins for gratuitous distribution to Buyers for marketing purposes under the “Marketing Centre” section of the Seller Centre (“Marketing Centre”). If you are a Seller that purchases Shopee Coins, you will be deemed to have consented to the terms and conditions described in this Section, and any explanatory materials published on this Site, the Seller Centre or otherwise communicated to Sellers in writing (“Seller Coins Rules”).

13.2 In order to purchase Shopee Coins, you must be an eligible Seller under the Seller Coins Rules. At the time you purchase and pay for the Shopee Coins, your Account must not be suspended.

13.3 You may purchase Shopee Coins via the payment methods set out in the Marketing Centre. After payment is completed, the Shopee Coins will be issued to your Account for giveaway to Buyers within 24 hours, and shall expire six (6) months after purchase or such other time as determined by Shopee. Except as otherwise provided in the applicable Seller Coins Rules, you may not cancel the order and/or request for a refund after you have purchased Shopee Coins and completed the payment process.

13.4 Shopee Coins purchased by Sellers may only be given away, free-of-charge, to Buyers via promotional channels made available in the Marketing Centre. You may not sell, redeem, or otherwise deal in, Shopee Coins under any circumstances. You agree that failure to comply with this section or any of the Seller Coins Rules may, without limitation, result in the forfeiture of Shopee Coins purchased by you, in addition to any other actions or remedies that Shopee may take or enforce.

13.5 You understand and agree that Shopee does not warrant or guarantee any increase in viewership or sales of your items as a result of the purchase and gratuitous distribution of Shopee Coins.

13.6 You are advised to only purchase Shopee Coins after fully considering your budget and intended advertising objectives. Except as otherwise provided in these Terms of Service or the Seller Coins Advertising Rules, Shopee shall not be liable for any compensation or be subject to any

---

13.7 IF, NOTWITHSTANDING ANYTHING IN THESE TERMS OF SERVICE, SHOPEE IS FOUND BY A COURT OF COMPETENT JURISDICTION TO BE LIABLE (INCLUDING FOR GROSS NEGLIGENCE) IN RELATION TO THE PURCHASE BY YOU OF SHOPEE COINS, THEN, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ITS LIABILITY TO YOU OR TO ANY THIRD PARTY IS LIMITED TO THE AMOUNT PAID BY YOU FOR THE SHOPEE COINS IN QUESTION ONLY

## 14 SHOPEE COIN CASHBACK VOUCHER

14.1 Users may receive a voucher entitling them to additional Shopee Coins (the “Shopee Coin Cashback Voucher”) on eligible purchases on the Site. Upon the completion of a successful transaction where the Shopee Coin Cashback Voucher has been applied, additional Shopee Coins will be credited to a User’s Account based on the conversion rate as indicated in the terms and conditions of such Shopee Coin Cashback Voucher (“Additional Shopee Coins Rate”) or as determined by Shopee in its sole discretion. Shopee Coins credited to a User following the redemption of a Shopee Coin Cashback Voucher shall have the same terms and conditions (including in relation to expiry) as regular Shopee Coins.

## 15 SHOPEEPAY CREDITS MARKETING SERVICES

15.1 Sellers may purchase ShopeePay Credits for gratuitous distribution to Buyers for marketing purposes by issuing purchase orders through Shopee. If you are a Seller that purchases ShopeePay Credits, you will be deemed to have consented to the terms and conditions described in this Section, and any explanatory materials published on this Site, any purchase order form or invoice, the Seller Centre or otherwise communicated to Sellers in writing (“ShopeePay Credits Rules”).

15.2 In order to purchase ShopeePay Credits, you must be an eligible Seller under the ShopeePay Credits Rules. At the time you purchase and pay for the ShopeePay Credits, your Account must not be suspended.

15.3 Shopee will issue an invoice to you after you have purchased ShopeePay Credits, and you may pay for the ShopeePay Credits via the payment methods specified in such invoice. After payment is completed, the ShopeePay Credits will be credited to you for giveaway to Buyers within

15.4 ShopeePay Credits purchased by Sellers may only be given away, free-of-charge, to Buyers via promotional channels made available through, and administered by, Shopee. You may not sell, redeem, or otherwise deal in, ShopeePay Credits under any circumstances. You agree that failure to comply with this section or any of the ShopeePay Credits Rules may, without limitation, result in the forfeiture of ShopeePay Credits purchased by you, in addition to any other actions or remedies that Shopee may take or enforce.

15.5 You understand and agree that Shopee does not warrant or guarantee any increase in viewership or sales of your items as a result of the purchase and gratuitous distribution of ShopeePay Credits.

15.6 You are advised to only purchase ShopeePay Credits after fully considering your budget and intended advertising objectives. Except as otherwise provided in these Terms of Service or the ShopeePay Credits Advertising Rules, Shopee shall not be liable for any compensation or be subject to any liability (including but not limited to actual expenses and lost profits) for the results or intended results of purchasing ShopeePay Credits.

15.7 IF, NOTWITHSTANDING ANYTHING IN THESE TERMS OF SERVICE, SHOPEE IS FOUND BY A COURT OF COMPETENT JURISDICTION TO BE LIABLE (INCLUDING FOR GROSS NEGLIGENCE) IN RELATION TO THE PURCHASE BY YOU OF SHOPEEPAY CREDITS, THEN, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ITS LIABILITY TO YOU OR TO ANY THIRD PARTY IS LIMITED TO THE AMOUNT PAID BY YOU FOR THE SHOPEEPAY CREDITS IN QUESTION ONLY.

## 16 DELIVERY

16.1 Shopee will inform Seller when Shopee receives Buyer's Purchase Monies. Unless otherwise agreed with Shopee, Seller should then make the necessary arrangements to have the purchased item delivered to Buyer and provide details such as the name of the delivery company, the tracking number, etc. to Buyer through the Site.

---

For the delivery of products by the Seller to the Buyer within the Philippines, the Seller and the Buyer may choose the delivery service provided by the logistics service company in cooperation with Shopee. Shopee acts as an intermediary that brings together the Seller and the Buyer with the logistics service company chosen by the Seller and/or Buyer. Seller and Buyer are the parties who appoint and use the services of the logistics service company in delivering products from the Seller to the Buyer. Payment of shipping costs for each service delivery of products is the responsibility of the Buyer and Seller.

Subject to the provisions in Section 16.1 above, delivery will be made by the respective Seller's designated courier/delivery service provider, and not by Shopee. Shopee is responsible for facilitating reports/complaints from Buyers if the Buyer has not received the product within the estimated timeframe. In the event that the Buyer has not received the product within the estimated timeframe that the Product should have been received in accordance with the Shopee Policies and the terms of the Shopee Guarantee, the Buyer must notify Shopee customer service through the Platform. Shopee will then forward the notification of the Buyer to the Seller and/or the courier/delivery service provider company concerned to find the best solution for the Seller and the Buyer.

16.3 Users understand that Seller bears all risk attached to the delivery of the purchased item(s) and warrants that he/she has or will obtain adequate insurance coverage for the delivery of the purchased item(s). In the event where the purchased item(s) is damaged, lost or failure of delivery during the course of delivery, Users acknowledge and agree that Shopee will not be liable for any damage, expense, cost or fees resulted therefrom and Seller and/or Buyer will reach out to the logistic service provider to resolve such dispute.

16.4 For Cross-Border Transaction. Users understand and acknowledge that, where a product listing states that the product will ship from overseas, such product is being sold from a Seller based outside of the Philippines, and the importation and exportation of such product is subject to local laws and regulations. Users should familiarise themselves with all import and export restrictions that apply to the designating country. Users acknowledge that Shopee cannot provide any legal advice in this regard and agrees that Shopee shall not bear any risks or liabilities associated with the import and export of such products to the Philippines.

---

Policies and Shopee Guarantee, the Buyer shall be deemed to have received the Product in accordance with the Shopee Policies. Each Buyer and Seller understands and agrees that Shopee will not be responsible for, and holds Shopee harmless from, any damages, expenses, costs or fees arising from shipping the products. The Seller and/or Buyer will discuss any complaints with the logistics service provider, through Shopee, to resolve the issue.

## **17 CANCELLATION, RETURN AND REFUND**

17.1 Buyer may only cancel his/her order prior to the payment of Buyer's Purchase Monies into Shopee Guarantee Account.

17.2 Buyer may apply for the return of the purchased item and refund prior to the expiry of Shopee Guarantee Period, if applicable, subject to and in accordance with Shopee's Refunds and Return Policy. Please refer to Shopee's [Refunds and Return Policy](#) for further information.

17.3 Shopee reserves the right to cancel any transaction on the Site for valid/legal grounds, such as in certain cases where Seller and Buyer cannot or do not fulfil their obligations under the contract for sale between Seller and Buyer. Buyer agrees that Buyer's sole remedy will be to receive a refund of the Buyer's Purchase Monies paid into Shopee Guarantee Account.

17.4 If you have redeemed Shopee Coin for your transaction and you are successful in obtaining a refund based on Shopee's Refunds and Return Policy, Shopee shall refund the monies you have actually paid for the item and credit back any redeemed Shopee Coin to your Account separately.

17.5 Shopee does not monitor the cancellation, return and refund process for offline payment.

## **18 SELLER'S RESPONSIBILITIES**

---

18.2 The price of items for sale will be determined by the Seller at his/her own discretion. The price of an item and shipping charges shall include the entire amount to be charged to Buyer such as sales tax, value-added tax, tariffs, etc. and Seller shall not charge Buyer such amount additionally and separately.

18.3 Seller agrees that Shopee may at its discretion engage in promotional activities to induce transactions between Buyer and Seller by reducing, discounting or refunding fees, or in other ways. The final price that Buyer will pay actually will be the price that such adjustment is applied to.

18.4 For the purpose of promoting the sales of the items listed by Seller, Shopee may post such items (at adjusted price) on third-party websites (such as portal sites and price comparison sites) and other websites (domestic or foreign) operated by Shopee.

18.5 Seller shall issue receipts, credit card slips or tax invoices to Buyer on request.

18.6 Seller acknowledges and agrees that Seller will be responsible for paying all taxes, customs and duties for the item sold and Shopee cannot provide any legal or tax advice in this regard. As tax laws and regulations may change from time to time, Sellers are advised to seek professional advice if in doubt.

18.7 Seller acknowledge and agrees that Seller's violation of any of Shopee's polices will result in a range of actions as stated in Section 7.1.

## 19 PAID ADVERTISING

19.1 Shopee offers keyword advertising and/or other advertising services including participating in product search ads ("Product Search Ads"), shop search ads ("Shop Search Ads"), discovery ads ("Discovery Ads"), boost ads ("Boost Ads"), and display Ads ("Display Ads") (hereinafter referred to as "Paid Advertising") on its [Paid Advertising Site](#) on an ongoing basis. Sellers

---

Paid Advertising Rules ). Sellers who purchase Paid Advertising services agree to be bound by the Paid Advertising Rules. If you are not agreeable to being bound by the Paid Advertising Rules, do not buy any Paid Advertising Services.

19.2 In order to purchase Paid Advertising services, you must be an eligible Seller under the Paid Advertising Rules. At the time when you purchase and pay for the Paid Advertising Services, your Account must not be suspended.

19.3 You may order Display Ads services through the Seller Centre by setting your preferred advertising dates and budget. Shopee shall use commercially reasonable efforts to fulfill your Display Ads order, but does not guarantee that the (i) dates requested by the Seller, and/or (ii) the number of impressions associated with the budget set by the Seller, will be fulfilled. All Display Ads must comply with any style guides set by Shopee from time to time, including font types and sizes. Shopee may provide access to Shopee fonts to Sellers, and Sellers agree (i) the font constitutes Shopee's Intellectual Property and is subject to any terms and conditions set by Shopee from time to time, and (ii) not to use such fonts for any purpose other than use in the Display Ads. For the avoidance of doubt, Shopee reserves the right to (i) reject any Display Ads order (whether partially or in full), and/or (ii) take down any Display Ads, at its sole and absolute discretion, and with or without notification to the Seller. Shopee expressly reserves the right to take down any Display Ad following an order from any government authority, in which case you agree that Shopee shall not be in breach of its obligations under these Terms of Service, and you shall not be entitled to any refund of fees. Shopee reserves the right to charge a fee in the event the Seller requests to edit or cancel its Display Ads order. After the Display Ads services have been delivered, Shopee shall invoice the Seller based on the number of actual impressions received, and Seller shall pay such invoice in accordance with the terms set out in the invoice. The billing information that the Seller provides will be used for invoice and tax invoice generation for Display Ads. The Seller is responsible for ensuring that the billing information is correct prior to submitting a Display Ads order. Any error in the billing information submitted which may result in wrong information in the invoice and tax invoice are the Seller's responsibility. Shopee has the right to reject invoice revision requests due to wrong information being submitted by the Seller.

19.4 You may purchase Search Ads, Boost Ads, Discovery Ads, and Display Ads by purchasing advertising credits on the Paid Advertising Site ("Advertising Credits"), and fees payable for the Paid Advertising services will be deducted from the Advertising Credits on a pay-per-click basis, as determined by Shopee. All Advertising Credits will be subject to 12% value-

---

otherwise provided in the applicable Paid Advertising Rules, you may not cancel the order and/or request for a refund after you have purchased Advertising Credits and completed the payment process.

19.5 You have the option to purchase Search Ads, Boost Ads, and Discovery Ads at the time you list an item for sale or subsequently. When you purchase Paid Advertising service, you can set different budgets, keywords, marketing periods, etc. for each item in accordance with the Paid Advertising Rules. You may also choose to have your Advertising Credits automatically topped up via your Shopee Wallet (“Advertising Credits Top Up Feature”) if your Advertising Credits balance falls below an amount set by you (“Advertising Credits Minimum Amount”). When activating the Advertising Credits Top Up Feature, you may choose the Advertising Credits Minimum Amount and the amount of top up, and you consent to the debit of your Shopee Wallet in accordance with Section 10 of these Terms of Service. The Keyword Advertising service for each item will be activated and will expire on the respective dates set by you (the “Keyword Advertising Period”). You will not be entitled to transfer the remaining Paid Advertising Period or Advertising Credits to other items if an item is sold or unlisted during the Paid Advertising Period you set for that item. The Advertising Credits will also not be refunded.

19.6 The goods you list on the Site must comply with all relevant laws and regulations, the Paid Advertising Rules, these Terms of Service and the Prohibited and Restricted Items Policy. You understand and agree that Shopee has the right to immediately remove any listing which violates any of the foregoing and any Paid Advertising fees that you have paid or Advertising Credits you have used in relation to any listing removed pursuant to this Section 17.5 will not be refunded. Shopee will also not be liable to compensate you for any loss whatsoever in relation to listings removed pursuant to this Section 17.5.

19.7 You understand and agree that Shopee does not warrant or guarantee any increase in viewership or sales of your items as a result of the Paid Advertising services.

19.8 You are advised to only purchase Paid Advertising services after fully considering your budget and intended advertising objectives. Except as otherwise provided in these Terms of Service or the Paid Advertising Rules, Shopee shall not be liable for any compensation or be subject to any liability (including but not limited to actual expenses and lost profits) for the results or intended results of any Paid Advertising service.

CONTRIBUTION TO BE MADE (INCLUDING FOR CROSS-RESIDENCE), IN RELATION TO ANY PAID ADVERTISING SERVICE, THEN, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ITS LIABILITY TO YOU OR TO ANY THIRD PARTY IS LIMITED TO THE AMOUNT PAID BY YOU FOR THE PAID ADVERTISING SERVICE IN QUESTION ONLY.

## **20 PURCHASE AND SALE OF ALCOHOL AND TOBACCO OR TOBACCO-RELATED PRODUCTS**

20.1 The purchase and sale of alcoholic products (“Alcohol”) and tobacco or tobacco-related products, including without limitation electric cigarettes (“Tobacco Products”) on the Site is permitted by Shopee subject to the terms and conditions of this Section 18. If you are a buyer of Alcohol (“Alcohol Buyer”) or Tobacco Products (“Tobacco Products Buyer”), you will be deemed to have consented to the terms and conditions in this Section 17 when you purchase Alcohol or Tobacco Products on the Site. Similarly, if you are an approved seller of Alcohol (“Alcohol Seller”) or Tobacco Products (“Tobacco Products Seller”), you will be deemed to have consented to the terms and conditions in this Section 18 when you sell Alcohol or Tobacco Products on the Site.

20.2 If you are an Alcohol Buyer or Tobacco Products Buyer:

- (a) you represent and warrant that you and (if applicable) the person receiving the Alcohol or Tobacco Products (“Recipient”) are aged 18 or above; and
- (b) if requested by an Alcohol Seller, Tobacco Products Seller or Shopee (or its agents), you and/or the Recipient shall provide photo identification for age verification purposes.

20.3 If you are an Alcohol Seller or Tobacco Products Seller, you represent and warrant that:

- (a) you hold all necessary licences and/or permits to sell Alcohol or Tobacco Products through the Site, and shall provide a copy of such licences and/or permits and supporting documents to Shopee immediately upon request for verification purposes; and
- (b) all information and documents provided to Shopee are true and accurate.

20.4 When delivering Alcohol to an Alcohol Buyer:

- (a) the delivery agent reserves the right to request for valid photo identification for age verification purposes; and

## 20.5 When delivering Tobacco Products to Tobacco Products Buyer:

(a) the delivery agent reserves the right to request for valid photo identification for age verification purposes; and

(b) Shopee (via the delivery agent) reserves the right to refuse the delivery of Tobacco Products if the Tobacco Products Buyer and/or the Recipient is unable to provide valid photo identification for age verification purposes.

20.6 Each Alcohol Buyer and Alcohol Seller, and each Tobacco Products Buyer and Tobacco Products Seller, severally agrees to indemnify, defend and hold harmless Shopee, and its shareholders, subsidiaries, affiliates, directors, officers, agents, co-branders or other partners, and employees (collectively, the "Indemnified Parties") from and against any and all claims, actions, proceedings, and suits and all related liabilities, damages, settlements, penalties, fines, costs and expenses (including, without limitation, any other dispute resolution expenses) incurred by any Indemnified Party arising out of or relating to: (a) any inaccuracy or breach of its representations in Section 19.2 and/or Section 19.3 (as applicable); and (b) its breach of any law or any rights of a third party.

## 21 TRANSACTION FEES

21.1 Shopee charges a fee for all successful transactions completed via bank transfer, credit card or Shopee Wallet on the Site ("Transaction Fee"). The Transaction Fee is borne by the Seller, and is calculated as 2.24% of the Buyer's Purchase Monies, rounded to the nearest peso. The Transaction Fee is inclusive of value-added tax. Shopee shall issue Official Receipts for the Transaction Fee.

21.2 Shopee will charge the Sellers a commission fee in addition to the Transaction Fee for all successful transactions completed by Sellers ("Commission Fee") except for transactions that are completed by the following categories of Sellers:

(a) Mall Sellers as defined in the Shopee Mall Terms of Service;

(b) FSS Sellers as defined in the Free Shipping Special Terms of Service; and/or

---

The Commission Fee shall be waived for transactions completed within the first six (6) months of the Seller's first listing on the Site. The Commission Fee is borne by the Seller, and is calculated as 2.24% of the Gross Settlement Price. The Gross Settlement Price is the Seller's original listing price of an item, minus any Seller-sponsored discounts or vouchers, rounded to the nearest peso. The Commission Fee is inclusive of value-added tax. Shopee shall issue Official Receipts for the Commission Fee.

21.3 For Sellers located outside of the Philippines, Shopee charges a fee for all successful transactions completed via bank transfer, credit card or Shopee Wallet on the Site ("Cross Border Fee"). The Cross Border Fee is borne by the Seller, and is calculated according to the rates as notified to such Sellers from time to time on the Site.

21.4 Following the successful completion of a transaction, Shopee shall deduct the Transaction Fee, Commission Fee and the Cross Border Fee (as applicable) from the Buyer's Purchase Monies, and remit the balance to the Seller in accordance with Section 11.2. Shopee shall issue Official Receipts for the Transaction Fee paid by Seller.

## 22 DISPUTES

22.1 In the event a problem arises in a transaction, the Buyer and Seller agree to communicate with each other first to attempt to resolve such dispute by mutual discussions, which Shopee shall use reasonable commercial efforts to facilitate. If the matter cannot be resolved by mutual discussions, Users may approach the claims tribunal of their local jurisdiction to resolve any dispute arising from a transaction.

22.2 Each Buyer and Seller covenants and agrees that it will not bring suit or otherwise assert any claim against Shopee or its Affiliates (except where Shopee or its Affiliates is the Seller of the product that the claim relates to) in relation to any transaction made on the Site or any dispute related to such transaction.

22.3 Users covered under Shopee Guarantee may send written request to Shopee to assist them in resolving issues which may arise from a transaction upon request. Shopee may, at its sole discretion and with absolutely no liability to Seller and Buyer, take all necessary steps to assist

---

22.4 To be clear, the services provided under this Section 21 are only available to Buyers covered under Shopee Guarantee. Buyer using other payment means for his/her purchase should contact Seller directly.

## 23 FEEDBACK

23.1 Shopee welcomes information and feedback from our Users which will enable Shopee to improve the quality of service provided. Please refer to our feedback procedure below for further information:

- (a) Feedback may be made in writing through email to or using the feedback form found on the App.
- (b) Anonymous feedback will not be accepted.
- (c) Users affected by the feedback should be fully informed of all facts and given the opportunity to put forward their case.
- (d) Vague and defamatory feedback will not be entertained.

## 24 DISCLAIMERS

24.1 THE SERVICES ARE PROVIDED "AS IS" AND WITHOUT ANY WARRANTIES, CLAIMS OR REPRESENTATIONS MADE BY SHOPEE OF ANY KIND EITHER EXPRESSED, IMPLIED OR STATUTORY WITH RESPECT TO THE SERVICES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF QUALITY, PERFORMANCE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, NOR ARE THERE ANY WARRANTIES CREATED BY COURSE OF DEALING, COURSE OF PERFORMANCE OR TRADE USAGE. WITHOUT LIMITING THE FOREGOING AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SHOPEE DOES NOT WARRANT THAT THE SERVICES, THIS SITE OR THE FUNCTIONS CONTAINED THEREIN WILL BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, ACCURATE, COMPLETE OR ERROR-FREE, THAT DEFECTS, IF ANY, WILL BE CORRECTED, OR THAT THIS SITE AND/OR THE SERVER THAT MAKES THE SAME AVAILABLE ARE FREE OF VIRUSES,

---

24.2 YOU ACKNOWLEDGE THAT THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF THE SITE AND/OR THE SERVICES REMAINS WITH YOU TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

24.3 SHOPEE HAS NO CONTROL OVER AND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DOES NOT GUARANTEE OR ACCEPT ANY RESPONSIBILITY FOR: (A) THE FITNESS FOR PURPOSE, EXISTENCE, QUALITY, SAFETY OR LEGALITY OF ITEMS AVAILABLE VIA THE SERVICES; OR (B) THE ABILITY OF SELLERS TO SELL ITEMS OR OF BUYERS TO PAY FOR ITEMS. IF THERE IS A DISPUTE INVOLVING ONE OR MORE USERS, SUCH USERS AGREE TO RESOLVE SUCH DISPUTE BETWEEN THEMSELVES DIRECTLY AND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, RELEASE SHOPEE AND ITS AFFILIATES FROM ANY AND ALL CLAIMS, DEMANDS AND DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY SUCH DISPUTE.

## **25 EXCLUSIONS AND LIMITATIONS OF LIABILITY**

25.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SHOPEE BE LIABLE WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE (WHETHER ACTIVE, PASSIVE OR IMPUTED), PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY), OR OTHER CAUSE OF ACTION AT LAW, IN EQUITY, BY STATUTE OR OTHERWISE, FOR:

(A) LOSS OF USE; (B) LOSS OF PROFITS; (C) LOSS OF REVENUES; (D) LOSS OF DATA; (E) LOSS OF GOOD WILL; OR (F) FAILURE TO REALISE ANTICIPATED SAVINGS, IN EACH CASE WHETHER DIRECT OR INDIRECT; OR

(B) ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE USE OR INABILITY TO USE THIS SITE OR THE SERVICES, INCLUDING, WITHOUT LIMITATION, ANY DAMAGES RESULTING THEREFROM, EVEN IF SHOPEE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

25.3 IF, NOTWITHSTANDING THE PREVIOUS SECTIONS, SHOPEE IS FOUND BY A COURT OF COMPETENT JURISDICTION TO BE LIABLE (INCLUDING FOR GROSS NEGLIGENCE), THEN, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ITS LIABILITY TO YOU OR TO ANY THIRD PARTY IS LIMITED TO THE LESSER OF: (A) ANY AMOUNTS DUE AND PAYABLE TO YOU PURSUANT TO THE SHOPEE GUARANTEE; AND (B) SG \$100 (ONE HUNDRED SINGAPORE DOLLARS).

25.4 NOTHING IN THESE TERMS OF SERVICE SHALL LIMIT OR EXCLUDE ANY LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY SHOPEE'S NEGLIGENCE, FOR FRAUD OR FOR ANY OTHER LIABILITY ON THE PART OF SHOPEE THAT CANNOT BE LAWFULLY LIMITED AND/OR EXCLUDED.

## **26 LINKS TO THIRD PARTY SITES AND SHARING VIDEOS FROM YOUTUBE**

26.1 Third party links provided throughout the Site will let you leave this Site. These links are provided as a courtesy only, and the sites they link to are not under the control of Shopee in any manner whatsoever and you therefore access them at your own risk. Shopee is in no manner responsible for the contents of any such linked site or any link contained within a linked site, including any changes or updates to such sites. Shopee is providing these links merely as a convenience, and the inclusion of any link does not in any way imply or express affiliation, endorsement or sponsorship by Shopee of any linked site and/or any of its content therein.

26.2 Shopee allows you to share videos from YouTube on the Shopee Livestream feature ("YouTube Content"). By sharing YouTube Content, you hereby agree to be bound by the YouTube Terms of Service (<https://www.youtube.com/t/terms>).

## **27 YOUR CONTRIBUTIONS TO THE SERVICES**

27.1 By submitting Content for inclusion on the Services, you represent and warrant that you have all necessary rights and/or permissions to grant

---

associated with any Content contribution. You hereby grant Shopee and its successors a perpetual, irrevocable, worldwide, non-exclusive, royalty-free, sub-licensable and transferable license to use, copy, distribute, republish, transmit, modify, adapt, create derivative works of, publicly display, and publicly perform such Content contribution on, through or in connection with the Services in any media formats and through any media channels, including, without limitation, for promoting and redistributing part of the Services (and its derivative works) without need of attribution and you agree to waive any moral rights (and any similar rights in any part of the world) in that respect. You understand that your contribution may be transmitted over various networks and changed to conform and adapt to technical requirements.

27.2 Any Content, material, information or idea you post on or through the Services, or otherwise transmit to Shopee by any means (each, a "Submission"), is not considered confidential by Shopee and may be disseminated or used by Shopee without compensation or liability to you for any purpose whatsoever, including, but not limited to, developing, manufacturing and marketing products. By making a Submission to Shopee, you acknowledge and agree that Shopee and/or other third parties may independently develop software, applications, interfaces, products and modifications and enhancements of the same which are identical or similar in function, code or other characteristics to the ideas set out in your Submission. Accordingly, you hereby grant Shopee and its successors a perpetual, irrevocable, worldwide, non-exclusive, royalty-free, sub-licensable and transferable license to develop the items identified above, and to use, copy, distribute, republish, transmit, modify, adapt, create derivative works of, publicly display, and publicly perform any Submission on, through or in connection with the Services in any media formats and through any media channels, including, without limitation, for promoting and redistributing part of the Services (and its derivative works). This provision does not apply to personal information that is subject to our privacy policy except to the extent that you make such personal information publicly available on or through the Services.

## **28 THIRD PARTY CONTRIBUTIONS TO THE SERVICES AND EXTERNAL LINKS**

28.1 Each contributor to the Services of data, text, images, sounds, video, software and other Content is solely responsible for the accuracy, reliability, nature, rights clearance, compliance with law and legal restrictions associated with their Content contribution. As such, Shopee is not responsible to, and shall not, regularly monitor or check for the accuracy, reliability, nature, rights clearance, compliance with law and legal restrictions associated with any contribution of Content. You will not hold Shopee

28.2 In addition, the Services may contain links to third party products, websites, services and offers. These third party links, products, websites and services are not owned or controlled by Shopee. Rather, they are operated by, and are the property of, the respective third parties, and may be protected by applicable copyright or other intellectual property laws and treaties. Shopee has not reviewed, and assumes no responsibility for the content, functionality, security, services, privacy policies, or other practices of these third parties. You are encouraged to read the terms and other policies published by such third parties on their websites or otherwise. By using the Services, you agree that Shopee shall not be liable in any manner due to your use of, or inability to use, any website or widget. You further acknowledge and agree that Shopee may disable your use of, or remove, any third party links, or applications on the Services to the extent they violate these Terms of Service.

## **29 YOUR REPRESENTATIONS AND WARRANTIES**

29.1 You represent and warrant that:

- (a) you possess the legal capacity (and in the case of a minor, valid parent or legal guardian consent), right and ability to enter into these Terms of Service and to comply with its terms; and
- (b) you will use the Services for lawful purposes only and in accordance with these Terms of Service and all applicable laws, rules, codes, directives, guidelines, policies and regulations.

## **30 FRAUDULENT OR SUSPICIOUS ACTIVITY**

30.1 If Shopee, in its sole discretion, believes that you may have engaged in any potentially fraudulent or suspicious activity and/or transactions, we may take various actions to protect Shopee, other Buyers or Sellers, other third parties or you from Reversals, Chargebacks, Claims, fees, fines, penalties and any other liability. The actions we may take include but are not limited to the following:

- (a) We may close, suspend, or limit your access to your Account or the Services, and/or suspend the processing of any transaction;

including judgments and orders issued by courts in Singapore or elsewhere and directed to Shopee;

(d) We may refuse to provide the Services to you now and in the future;

(e) We may hold your funds for a period of time reasonably needed to protect against the risk of liability to Shopee or a third party, or if we believe that you may be engaging in potentially fraudulent or suspicious activity and/or transactions;

(f) We may direct AirPay to recover the amounts subject of the fraudulent or suspicious activity from your ShopeePay account, if any

For the purposes of this Section:

"Chargeback" means a request that a Buyer files directly with his or her debit or credit card company or debit or credit card issuing bank to invalidate a payment.

"Claim" means a challenge to a payment that a Buyer or Seller files directly with Shopee.

"Reversal" means the reversal of a payment by Shopee because (a) it is invalidated by the sender's bank, (b) it was sent to you in error by Shopee, (c) the sender of the payment did not have authorization to send the payment (for example: the sender used a stolen credit card), (d) you received the payment for activities that violated these Terms of Service or any other Shopee policy, or (e) Shopee decided a Claim against you.

## 31 INDEMNITY

31.1 You agree to indemnify, defend and hold harmless Shopee, and its shareholders, subsidiaries, affiliates, directors, officers, agents, co-branders or other partners, and employees (collectively, the "Indemnified Parties") from and against any and all claims, actions, proceedings, and suits and all related liabilities, damages, settlements, penalties, fines, costs and expenses (including, without limitation, any other dispute **resolution** expenses) incurred by any Indemnified Party arising out of or relating to: (a) any transaction made on the Site, or any dispute in

---

term of these Terms of Service or any policy or guidelines referenced herein, (e) your use or misuse of the Services, or (f) your breach of any law or any rights of a third party, or (g) any Content uploaded by you.

## **32 SEVERABILITY**

32.1 If any provision of these Terms of Service shall be deemed unlawful, void, or for any reason unenforceable under the law of any jurisdiction, then that provision shall be deemed severable from these terms and conditions and shall not affect the validity and enforceability of any remaining provisions in such jurisdiction nor the validity and enforceability of the provision in question under the law of any other jurisdiction.

## **33 GOVERNING LAW**

33.1 These Terms of Service shall be governed by and construed in accordance with the laws of the Republic of Singapore without regard to its conflict of law rules. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act, to the extent applicable, are expressly disclaimed. Unless otherwise required by applicable laws, any dispute, controversy, claim or difference of any kind whatsoever shall arising out of or relating to these Terms of Service against or relating to Shopee or any Indemnified Party under these Terms of Service shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this Section. There will be one (1) arbitrator and the language of the arbitration shall be English.

## **34 GENERAL PROVISIONS**

34.1 Shopee reserves all rights not expressly granted herein.

34.2 Shopee may modify these Terms of Service at any time by posting the revised Terms of Service on this Site. Your continued use of this Site after such changes have been posted shall constitute your acceptance of such revised Terms of Service.

---

34.4 Nothing in these Terms of Service shall constitute a partnership, joint venture or principal-agent relationship between you and Shopee, nor does it authorise you to incur any costs or liabilities on Shopee's behalf.

34.5 The failure of Shopee at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same unless the same is waived in writing.

34.6 These Terms of Service are solely for your and our benefit and are not for the benefit of any other person or entity, except for Shopee's affiliates and subsidiaries (and each of Shopee's and its affiliates' and subsidiaries' respective successors and assigns).

34.7 The terms set forth in these Terms of Service and any agreements and policies included or referred to in these Terms of Service constitute the entire agreement and understanding of the parties with respect to the Services and the Site and supersede any previous agreement or understanding between the parties in relation to such subject matter. The parties also hereby exclude all implied terms in fact. In entering into the agreement formed by these Terms of Service, the parties have not relied on any statement, representation, warranty, understanding, undertaking, promise or assurance of any person other than as expressly set out in these Terms of Service. Each party irrevocably and unconditionally waives all claims, rights and remedies which but for this Section it might otherwise have had in relation to any of the foregoing. These Terms of Service may not be contradicted, explained or supplemented by evidence of any prior agreement, any contemporaneous oral agreement or any consistent additional terms.

34.8 You agree to comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and corruption including without limitation the UK Bribery Act, the US Foreign Corrupt Practices Act and the Singapore Prevention of Corruption Act and confirm that you have and shall have in place all policies and procedures needed to ensure compliance with such requirements.

34.9 If you have any questions or concerns about these Terms of Service or any issues raised in these Terms of Service or on the Site, please

---

Attention it to the “General Counsel”.

I HAVE READ THIS AGREEMENT AND AGREE TO ALL OF THE PROVISIONS CONTAINED ABOVE AND ANY REVISION THE SAME HEREAFTER. BY CLICKING THE “SIGN UP ” OR “CONNECT WITH FACEBOOK” BUTTON DURING REGISTRATION, I UNDERSTAND THAT I AM CREATING A DIGITAL SIGNATURE, WHICH I INTEND TO HAVE THE SAME FORCE AND EFFECT AS IF I HAD SIGNED MY NAME MANUALLY.

Last updated: 1 September 2022

[Help](#) [Community Rules](#) [Shopee Policies](#)