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BCIS 4379

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Module 8: Assignment 4: Terms of Service / Privacy Policy

This is an agreement between you and Tolkien Treasures. This agreement defines your rights and responsibilities when you use TolkienTreasures.com and other services provided by Tolkien Treasures including our social media, email correspondence, and account membership, so please read it carefully and thoroughly. By using any and/or all our services (even just browsing one of our websites), you are agreeing to our terms and conditions. If you do not agree with our terms, you may not use our services.

**1-ACCOUNT with Tolkien Treasures**: To use Tolkien Treasures’ services, users will first need to create an account, log into their account, and have a way for valid payment connected to their account. Tolkien Treasures may require an Internet connection to use some features.

**2-ABOUT Tolkien Treasures**: Any recommendations we give as part of our services, such as pricing, listing, shipping, and sourcing is our recommendations only, and you (the seller) may decide whether to follow it. Tolkien Treasures has no control over and cannot guarantee: the accuracy of users' content or listings; the ability of sellers to sell items; the existence of, quality of, or safety of the items advertised by the sellers; that a buyer and/or seller will complete a transaction in the selling or returning of an item; or the ability and/or decision of the buyer to pay for items.

**3-BEING A SELLER: Terms:** While using or accessing Tolkien Treasures’ services as a seller, you hereby agree to follow our policies, terms, and all applicable laws, rules, and regulations. You must abide with the rules and will not do any of the following: post, upload, or list content and/or items into incorrect categories or sections on our site or use our services if you are not old enough to form legally binding contracts (you must be 18 years old or older), or are suspended from using our services, whatever the reason. You must not fail to pay for items purchased by you (the buyer), fail to deliver items sold by you (the seller), unless you have a valid excuse and/or reason that has been approved by Tolkien Treasures; or manipulate or interfere with any other user's listings on the website. You may not post incorrect, inaccurate, misleading, or deceptive content (see also: DISCRIMINATION), or do anything that may interfere with the feedback or ratings system on the website of your own shop and/or other sellers’ shops. Sellers are not allowed to: actively break the copyright, patent, trademark, publicity, and/or other intellectual property rights that belong to and/or are licensed to Tolkien Treasures. Some, and potentially all, actions that could potentially bring about infringement are performing, making copies of, displaying, copying, selling and/or reselling, or preparing plagiaristic works from the content that belongs to Tolkien Treasures or one of our sellers. Buyers are not allowed to harvest or in any way collect data about the users without the users’ consent. As a seller, you are responsible for all transaction fees coming from all sales made using some and/or all our services. This includes any sales terms that are finalized, or the payment is made outside of Tolkien Treasures. As a seller you take full liability for the items up for sale and the accuracy within the content of your listing. Your listing may take up to 24 hours until it will be searchable by keyword or category. Tolkien Treasures cannot guarantee the exact time it will take for the listing to appear. Typically, any fixed-price listings will automatically renew every month, depending on the listing terms now, until either all the items sell, or the listing is terminated by you (the seller) or Tolkien Treasures. Any content that violates any of Tolkien Treasures’ policies can be updated or removed at Tolkien Treasures’ sole discretion. We may change product data associated with a listing to correct, remove, and/or supplement product information. The appearance and/or placement of listings in search engines and browser results will depend on many factors, including: the search query, the buyer's location, the browsing site, and history; the listing format, item's location, price and shipping cost, the user’s history, and relevance to the user query; the seller's history, which may include your listing practices, user feedback on your store, your seller ratings, and your defect rate; along with the number of listing that match the buyer's query. Any metadata and/or URL links that are included in a listing may be removed and/or modified to not influence any third-party search engine results. Tolkien Treasures can give the seller optional recommendations to consider when creating their listings. These recommendations can be based on the sales and performance history of similarly sold and/or current listings; these results can vary for each individual listing. To boost the buyers’ recommendation experience, you (the seller) agree that we (Tolkien Treasures) can display the sales and performance history of your listings to other sellers on our website. Tolkien Treasures is allowed to gather and use any information about you (the seller) to feature you in marketing materials (such as social media posts), and to feature you and your shop on and off the website. Occasionally, Tolkien Treasures may ask you (the seller) about you and your shop’s demographic information, like your ethnicity, race, gender identity, or sexual orientation for specific marketing projects and/or campaigns. Providing Tolkien Treasures with this information is completely voluntary and we will need your consent to use it.

**4-DISCRIMINATION: Terms**: Tolkien Treasures does not allow the use of our services to be used in discrimination against people based on the following attributes: disability, race, ethnicity, color, national origin, gender identity, gender, sexual orientation, or religion. Additionally, Tolkien Treasures prohibits hate speech, which occurs when violent and/or offensive language is directed at a person or group based on their characteristics. As a seller on Tolkien Treasures, your shop, and its content, which includes any shop announcements and/or shop policies, may not display discriminatory behavior toward anyone. These prohibited behaviors include: refusal of service; being intolerant or showing a lack of respect for someone based on one of above-mentioned characteristics; containing a shop policy that disallows sales to members of one or more of the groups mentioned above; directly or passively making derogatory or inappropriate statements towards above-mentioned peoples listed previously; racial slurs, and/or posts that support or spread hate groups and/or their members.  
**5-PRIVACY:** Both Tolkien Treasures and our sellers take in our members’ personal information (IE: the buyer’s name, shipping address, phone number, and/or email address) and we both are considered separate and independent data controllers of our buyers’ personal information. This means that each party (ourselves and our sellers) is responsible for the personal information they process while providing a service. If a seller accidentally leaks a buyer’s name and/or email address when completing another buyer’s order, not Tolkien Treasures but the seller, will be responsible for that nonconsensual information leak. Tolkien Treasures gathers the following personal information from the listed sources: 1) directly from you, (via forms or during membership sign-up), 2) indirectly based on website activity and interaction with our other services, 3) from the device and/or browser you use to access the services, or 4) from our sellers that provide Tolkien Treasures services you may use with (such as payments, social media interactions, or customer support), and from our advertising and marketing companies. Oftentimes, you (the buyer) choose what information you would like to provide, but sometimes we need certain information from you to provide you some of our services. Tolkien Treasures uses buyers’ the personal information we receive and collect it with the purposes described throughout this policy. We may gather information about you from other sources, such as delivery and address information from our sellers. This is used to correct any records to ensure we deliver your next purchase more efficiently. Tolkien Treasure uses personal information to improve services which include t**roubleshooting and improving Tolkien Treasures services, improving our**r**ecommendations and personalization to our users and advertising along with preventing fraud and credit risks.** Other members will be able to see the date you joined; any ratings, reviews and information and photos you left for items you purchased or sold; your general profile information (such as your name); any items you have listed for sale; your personal shop pages and policies; the number of sold item listings and the number of items sold; and anything you decide to share via social medias. Many Tolkien Treasure services have settings that allow you with the options of how your information is being used. You (the buyer) can opt-out of providing certain information, but this may prohibit you from taking advantage of some of the Tolkien Treasures services. Buyers can add and/or update information on your pages. When you add and/or change information, Tolkien Treasures keeps a copy of the old version for our records. If you do not want to get emails or from us, please change your communication preferences. Similarly, if you do not want to view any interest-based advertisements, adjust the advertising preferences. Most browsers will tell you how to inhibit your browser from accepting new cookies or how to block cookies completely. Since cookies allow buyers to use some of the main features of Tolkien Treasures services, we recommend that you allow for cookies on our site. If you block our cookies, you will not be able to put items into the shopping cart, checkout your items, or use any services that require you to sign into your account. If you would like to view our websites without connecting your browsing history to your account, you can log out of your account and block all cookies for our website on your browser.

Works Cited

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