

1. INTRODUCTION

These **Member Terms and Conditions** set out the terms and conditions under which HR Independents Limited, a company registered in England and Wales with company number 08580263, and its registered address at 701 Stonehouse Park Sperry Way, Stonehouse, Gloucestershire, GL10 3UT, herein referred to as “HRi” or “we” or “us” grants to you a licence to access and use the Platform Service.

HRi is the trading name of HR Independents Limited, and we operate the website at www.hrIndependents.co.uk (the **Website**).

Through our Website, we provide an online platform through which:

- A. users (Users) can access the profiles and procure the services and related products of HR and People professionals (**HR and People Services**) who are registered as accredited Platinum Members on our dedicated Website (**Accredited Members**); and/or
- B. Members can access products and services made available to them via the Website.

We refer to the provision of the products and services set out in 1 A. and B. above as the **Platform Service**.

In these Member Terms and Conditions, references to “Member” and “you” and “your” are references to the Member registered on the Website who wishes to use the Platform Service. When You use the Website and/or the Platform Service, you agree that these Member Terms and Conditions apply to that use in addition to any other terms and conditions which may apply including:

- A. the [Privacy Policy](#);
- B. the [Cookie Policy](#);
- C. the User Terms (where applicable); and
- D. the Acceptable Use Policy,

which are incorporated by this reference.

HRi reserves the right to amend these Member Terms and Conditions (or any part of them) at any time, effective immediately upon making them available on the Website. We will notify you of any significant changes. Please check this page of the Website periodically. Read it carefully and ensure that you understand the effect of any change.

If you have any questions about these Member Terms and Conditions or your rights under them, please contact membership@hrIndependents.co.uk

2. BECOMING A MEMBER

- A. To become a Member, you will need to register through our Website.
- B. You may select from the Membership Levels at your discretion. The application and assessment criteria which apply to Membership Levels, and the Membership Fees shall be as described in the relevant area of the Website and/or otherwise notified to you by us, and may be updated by us from time to time at our sole discretion.
- C. If you wish to be included in the HRI Directory, you will be required to apply to become a Platinum Member. In order to be accepted as a Platinum Member, HRI will carry out the Assessment Process, against the HRI Accreditation Standards. It is at HRI's absolute discretion to set the HRI Accreditation Standards and update such standards from time to time, and to determine whether you qualify (or continue to qualify) as a Platinum Member upon successful completion of the Assessment Process.
- D. We reserve the right to suspend or terminate your Membership, or any part of your Membership, at any time and for any reason without liability to us.
- E. Following your acceptance as a Member, you will be issued as username and password, which will provide you with access to your Member Account.
- F. Where terminated, your Member Account shall be deactivated, and you will not be permitted to re-access the Website and/or Platform Services without HRI's express written permission.

3. TERM

- A. These Member Terms shall commence on the date on which we confirm in writing your acceptance as a Member (**Commencement Date**) and shall continue for twelve months from the Commencement Date (**Initial Term**). Following the end of the Initial Term, the Member Terms shall automatically renew for further twelve month periods (each a **Renewal Term**), unless you provide us with not less than thirty days' written notice prior to the end of an Initial Term or a Renewal Term (as applicable) that you wish to terminate your Membership.

4. THE SERVICE PROVIDED BY US

- A. In consideration of your payment of the Membership Fees, we will:
 - a. provide the Platform Service with reasonable skill and care; and
 - b. use reasonable efforts to restore any faults in the Platform Service as soon as reasonably possible. As you will appreciate, the transmission of information via the internet is not completely secure, there is always a risk that communications by electronic means may not reach their intended destination, or may do so much later than intended, for reasons outside of our control, and that it is technically impossible to provide the Platform Service entirely free of fault at all times.

- B. We reserve the right to revise or alter the Platform Service at any time. Any variation in the Platform Service will be subject to these Member Terms and Conditions.
- C. If you are accepted as a Platinum Member, the Platform Service provides a platform to allow you to offer and sell your HR and People Services directly to Users through the HRi directory. Any contract to sell and buy HR and People Services is made only between you and the User concerned and we are not a party to any such contract.

5. SERVICE PROVIDERS

We may from time to time make services available to you from third parties with whom special terms have been arranged unique to Members (**Third Party Services**). The Third Party Services may be provided to you through HRi, or directly by the third party. The arrangement by which any Third Party Services will be provided will be notified to you by HRi. Any contract entered into between you and any such third party is concluded directly between you and the third party concerned and, except as expressly set out in these Member Terms, we cannot be involved in the fulfilment or liability for any such contracts.

6. MEMBER OBLIGATIONS

- A. When you make use of the Website and the Platform Services and when you provide HR and People Services to Users, you shall:
 - a. assume all responsibility for the provision of HR and People Services to the Client;
 - b. act at all times in accordance with the highest professional standards;
 - c. comply with all applicable laws, regulations, standards and/or codes of practice that may apply to your use of the Platform Service, and/or your provision of the HR and People Services or sale of any Products, including:
 - i. UK and EU competition laws;
 - ii. all applicable bribery legislation; and
 - iii. In relation to your obligations under the UK and EU competition laws, you agree not to exchange (or attempt to exchange) any commercially sensitive information, including information on any current or future commercial strategies, costs and/or pricing, with any other Member.
 - d. only accept instructions from Clients within your sphere of abilities and competency;
 - e. ensure that any information provided by you to HRi remains true, accurate, up-to-date and complete at all times whilst your Membership is active.

- f. maintain at all times, at your own expense and with reputable insurers appropriate insurance in relation to your business (including without limitation professional indemnity insurance, and product liability insurance, if applicable). You will agree to, upon written request from us, provide us with any information we reasonably require concerning the scope of your insurance together with any relevant certificates confirming that it is in place.
 - B. You confirm that you are self-employed under these Member Terms, and you are directly responsible to HMRC for all matters regarding income tax, VAT and relevant National Insurance contributions.
7. FEES
- A. You will pay any and all Fees in accordance with the Member Terms, or as otherwise notified to you in writing by us.
 - B. The relevant Fees will be as notified to you and updated by us from time to time in accordance with these Member Terms.
 - C. Unless specified otherwise, all Fees are subject to VAT or other similar taxes or levies where applicable
 - D. You will make all payments to us due under the Member Terms without any deduction whether by way of set-off, withholding, counterclaim, discount, abatement or otherwise.
 - E. Any failure or delay in payment by you of the Fees in accordance with the Member Terms may result in us suspending your access to all or any part of the Platform Service.
8. THE SHOP
- A. The Shop provides a platform to enable you to offer and sell Products and Services directly to Customers.
 - B. If you are selected by us (at our sole discretion) to make any of your Products and Services available in the Shop, the Shop provides a platform to allow you to offer and sell Products and/or Services directly to Customers. In doing so, you authorise and appoint us as your commercial agent to directly negotiate and/or conclude the sale and/or purchase of Products and Services between you and Customers via our Shop and we accept this appointment in accordance with these Member Terms.
 - C. As part of this process:
 - a. HRi provides the platform through which a Customer may order and pay for the Products and Services and we facilitate the negotiation of the sale

- of Products and Services between you and Customers through the Shop;
- b. any contract to sell and buy Products and Services is made only between you and the Customer concerned and we are not a party to any such contract;
 - c. we facilitate the negotiation of the sale of Products and Services between you and Customers through the Platform Service;
 - d. Products and Services offered for sale by you through the Shop are neither owned by us nor come into our possession at any time, and you are responsible for the dispatch and provision of any such Products and Services to Customers.

D. REFUNDS AND CANCELLATIONS

- a. HRi shall provide a Refunds and Returns Policy on the Website which, together with any additional terms relating to refunds and cancellations that apply to your specific Product and/or Service (**Specific Terms**), shall apply in relation to any Products and/or Services that you may make available through the Shop. It is your responsibility to ensure that any Specific Terms are:
 - i. compliant with all applicable laws relating to the relevant Product or Service;
 - ii. place a Customer in no worse position than is provided under the HRi Refunds and Returns Policy.
- b. Following receipt of a request for a refund by a Customer, you shall determine whether a Customer is entitled to a refund or to return the item in accordance with the Refunds and Returns Policy and any Special Terms.
- c. If you determine that the Customer is entitled to a refund, you shall notify us of the request and instruct us to process the refund accordingly, following which we will refund the relevant sum to the Customer.
- d. If you consider that the Customer is not entitled to a refund, you shall respond to the Customer accordingly, providing the reasons why.
- e. In the event of a disagreement between you and the Customer regarding the Customer's right to a refund, the Customer may contact us to resolve any such issue. In this event, we will determine the Customer's right against the relevant circumstances, the Refunds and Returns Policy, and any Special Terms in respect of your Product or Service.
- f. If we believe that a Customer is entitled to a refund, you agree that we have the authority to initiate and pay the refund to the Customer.

E. PRICING

- a. Your prices must be fully inclusive of all taxes and additional charges. The only exception to this is postage and packing which, if such charges apply, you must show separately.
- b. If you are VAT registered, you agree to set the VAT rate at the level which is currently in force in the UK with respect to your Products and Services.
- c. You are solely responsible for ensuring that you fully comply with current VAT regulations and accounting for VAT correctly.
- d. You have complete discretion over how you wish to price your Products and Services.

F. COMPLIANCE WITH LAWS

- a. You agree to comply at all times with all applicable laws and regulations including:
 - i. UK and EU competition laws;
 - ii. all product safety and product marking laws and regulations, and Trading Standards requirements in respect of the manufacture, packaging, marking, certification (including, without limitation, CE marking) and delivery of the Products you sell; and
 - iii. all applicable bribery legislation.
- b. In relation to your obligations under the UK and EU competition laws, you agree not to exchange (or attempt to exchange) any commercially sensitive information, including information on any current or future commercial strategies, costs and/or pricing, with any other Member.
- c. Where required by applicable laws and regulations, appropriate instructions will be included with the Product to ensure the safe use of the Products.
- d. You agree to inform us as soon as possible upon becoming aware of any claim against us or you arising out of or in connection with any defect in your Products, or any failure by you to ensure that the Products are appropriately marked or certified in accordance with applicable laws or regulations.

- G. You will compensate us in full for any and all liabilities, costs, expenses, fines, damages and losses (including any losses that are foreseeable, as explained below) we incur in connection with any claim envisaged under this Clause 7.F.d. or paid or agreed to be paid by us in settlement of the claim and all legal or other expenses incurred by us in or about the defence or settlement of the claim. We will notify you in writing as soon as possible after becoming aware of the claim.

- H. You agree to comply with our reasonable instructions relating to any product recall and in any event we reserve the right to take immediate and exclusive conduct of the product recall on notice to you, in which case you will give us such assistance as we may reasonably require.
- I. You will maintain appropriate, up to date and accurate records to enable the immediate recall of any Products.
- J. PAYMENT FOR PRODUCTS AND SERVICES AND PAYMENT OF AMOUNTS DUE TO YOU
- a. A Commission Fee is payable by you on the value of the total amount payable by a User in relation to a Product or Service sold by you. The Commission Fee is calculated as a percentage of the value of a Product or Service, including the delivery charges applying to that Product. The Commission Fee payable by you shall be as notified to you by HRi when you apply to make any of your Product(s) or Service(s) available are accepted for sale in the Shop.
 - b. As part of you appointing us as your commercial agent (as set out in Clause 7.A of these Member Terms), you agree that we also act as your exclusive agent for the purpose of accepting, refunding and/or otherwise processing payment(s) related to the sale of Product(s) and Service(s) by you via the Shop (or any other sales channel which we may offer to you from time to time).
 - c. Payments for Product(s) and Service(s) will be made directly by a Customer to us (acting as your commercial agent), after you confirm your acceptance of the order to us. You agree that the Customer's obligation to pay you for Product(s) and Service(s) is satisfied when the Customer validly pays us for the applicable Product(s) and Service(s).
 - d. Payment for Product(s) and Service(s) by Customers through the Site will be through payment methods made available to them from time to time, using our current online payment processing system.
 - e. Within five Working Days at the end of each calendar month, you shall to submit to us a report and corresponding invoice, including details of:
 - i. the Products and Services you have sold in the Shop in that calendar month;
 - ii. the price at which such Products and Services were sold;
 - iii. the amounts payable to you by HRi in that month (the **Balance**), being the total revenue received by HRi in respect of the Products sold, less:
 1. the Commission Fee;
 2. any amounts relating to refunds issued in respect of any Products sold in that month, in accordance with our Returns and Refunds Policy; and

3. any amounts relating to refunds issued in respect of any Products sold in a preceding month and refunded in that month in accordance with our Returns and Refunds Policy.
- f. We shall pay any undisputed amounts payable to you within 30 days following receipt by us of the relevant invoice.
 - g. If the Balance in any calendar month is less than zero pounds sterling, you will be deemed to have fallen into “negative balance”. If you fall into a negative balance, you agree:
 - i. to pay the outstanding balance to us within 7 (seven) days of going into negative balance. If the debt is not settled within 7 (seven) days of going into negative balance, we may terminate the Member Terms with you and we may instruct a third party to collect the debt;
 - ii. that we may withhold future revenue from any sale of your Products and Services to offset against the outstanding debt or pay at a later date once the debt has been settled, whichever arises first;
 - K. that we retain the right to suspend the availability of your Products and Services in the Shop immediately if you fall into a negative balance. Your ability to make your Products and Services available in the Shop will not be reactivated until your negative balance has been paid, or we have reached an agreement with you in writing for its repayment.
 - L. You may cease to make available any Products or Services in the Shop at any time by giving us 30 days’ written notice. This will not affect any other aspect of your Membership with us.

9. INTELLECTUAL PROPERTY RIGHTS

A. Our Intellectual Property Rights

- a. You recognise that the Intellectual Property Rights in the HRi name, logo or branding are owned entirely by us, and agree that you may only use the HRi name, logo or branding in accordance with these Member Terms or with our prior written consent.
- b. All Intellectual Property Rights in the Platform Service are and will remain our absolute property, or the property of our licensors as appropriate.
- c. Any Intellectual Property Rights created by us in the course of the performance of these Member Terms or otherwise in the provision of the Platform Service will remain our property.

B. Intellectual Property Rights in information and material you post on the Website

- a. You warrant that you are the legal owner of all of the Intellectual Property Rights in and relating to any Member Information, which includes without limitation any photographs, logos, images and copy that you provide or upload to the Website,

and/or that you possess a valid permission to use any and all such Intellectual Property Rights;

- b. You warrant that the making of Products and/or HR and People Services available on the Website, and consequent use of your Intellectual Property Rights by us will not infringe any Intellectual Property Rights owned by any third party, and there is and will be no claim against us by any third party arising in relation to the use of such Intellectual Property Rights.
- c. You permit us to access and use any content, including photos, that appear on your Storefront or in any other promotional material in our own editorial content or promotional activity relating to us, you, your business, HR and People Services and/or Products.
- d. You agree to compensate us in full for any and all damages, liabilities, costs, expenses and/or losses resulting from any breach of Clause 8.B.c. in respect of any claim that the normal operation, possession or use of those Intellectual Property Rights by us infringes a third party's rights (**Intellectual Property Rights Infringement Claim**).
- e. In the event of any claim by a third party that the use of your Intellectual Property Rights on the Website infringes the Intellectual Property Rights of such third party you will immediately make without any charge to us such alterations, modifications or adjustments to the Intellectual Property Rights as will be necessary to make them non-infringing. We will notify you as soon as possible if we become aware of any such claim by a third party.
- f. We will be entitled to take sole conduct of the defence to any claim or action in respect of any third party Intellectual Property Rights infringement claim and may settle or compromise such claim or action at our sole discretion. You agree to give us such assistance as we will reasonably require in respect of the conduct of such defence including with all court procedures and the provision of all relevant documents. At our request, you agree to take the conduct of the defence to any claim or action in respect of any of your Intellectual Property Rights. You agree not to, at any time, admit liability or otherwise settle or compromise, or attempt to settle or compromise, such claim or action except upon our express written instructions.

C. Use of your information

You grant to us permission to use, license, disclose and distribute any information (including Member Information), data, comments or images provided by you to us for any purpose (including disclosing information to third party service providers so that they can contact you directly about their products and/or services). This permission is an ongoing permission that you cannot revoke or charge us money for.

D. Survival of Termination

This Clause 8 will survive termination or expiry of these Member Terms regardless of how they come to an end.

10. OUR ACCEPTABLE USE POLICY

In using the Website and/or the Platform Service, you agree to comply with our Acceptable Use Policy.

11. CONFIDENTIALITY AND SECURITY

A. The parties agree that they will keep in confidence any Confidential Information and, except in accordance with these Member Terms, will not disclose that Confidential Information to any person (other than their employees, professional advisers or suppliers who need to know the information) without the written consent of the other party. For the avoidance of doubt, you authorise us (including our employees, agents and contractors) to hold and process Member Information

B. The obligations of confidentiality under the Member Terms will not extend to any matter which either party can show:

- a. is in or has become part of the public domain, other than through a breach of the Member Terms or other confidentiality obligations;
- b. was lawfully in the possession of the recipient before the disclosure under the Member Terms took place;
- c. was independently disclosed to it by a third party entitled to disclose the same;
- d. was disclosed in accordance with Clause 8.C; or
- e. is required to be disclosed under any applicable law, or by order of a court or governmental body, or by authority of competent jurisdiction.

C. The obligations of confidentiality under the Member Terms will remain in effect for two (2) years after the termination or expiry of the Member Terms, however they come to an end.

E. You will keep your Member Account password confidential and not reveal it to anyone else. You are responsible for all activities that are carried out under your username and password, and you agree to notify us immediately [by email] of any unauthorised use of your Member Account of which you become aware.]

12. EXCLUSION AND LIMITATION OF LIABILITY (PLEASE READ THIS SECTION CAREFULLY)

A. Nothing in these Member Terms excludes or limits our liability for death or personal injury caused by our negligence, for fraudulent misrepresentation, or any other liability that cannot be excluded by law.

B. Subject to Clause 11.A, our total liability to you if we fail to comply with the Member Terms will be limited in aggregate to a maximum of the total Fees paid by you to us in the 12 months preceding the date of the event giving rise to the relevant claim.

C. Subject to Clause 11.A, we will not be liable to you for any loss of profit or other economic loss, foreseeable losses, costs, expenses or other claims for foreseeable compensation or loss or damage that arise in connection with the Member Terms, or for any liability incurred by you to a Customer, or to any other person, whether arising from the provision of the Service or otherwise.

13. TERMINATION

A. We may restrict, suspend or terminate our provision of the Platform Service (or any part of it), or terminate the Member Terms if:

- a. you significantly breach the Member Terms (or any other terms which may apply in accordance with these terms). You acknowledge and agree that any breach of Clauses 6 or Clause 8.F. shall constitute a significant breach in accordance with this clause 13.A;
- b. we have the right to as set out in the rest of the Member Terms, and we validly exercise that right;
- c. you fail to pay any Fees payable to us within 7 (seven) working days of their due date for payment;
- d. if you are unable to pay your debts when they fall due, or you enter into a legal process or an arrangement relating to being unable to pay your debts;
- e. in our sole discretion, we determine that your eligibility or suitability to be listed on the HRi Directory, or to make your Products and/or Services available in the Shop, or to otherwise use the Platform Service or any part of it, changes.

B. If the Member Terms are suspended or terminated:

- a. you must pay us all Fees due up to and including the date of suspension or termination;
- b. you will remain liable to pay any outstanding refunds to Customers following suspension or termination; and

- c. termination of this Agreement doesn't affect any of our or your rights or liabilities, and doesn't affect any provision set out in the Agreement which is expressly or by implication intended to come into force or continue in force after termination.

14. DATA PROTECTION

- A. We will both comply with all applicable requirements of the Data Protection Legislation. This Clause 13 is in addition to, and does not relieve, remove or replace, yours or our obligations under the Data Protection Legislation.
- B. You are responsible for protecting Users' and/or Customers' personal information you receive or process, and you must comply with all corresponding Data Protection Legislation. . In particular, when you make your Products and/or Services available through the Shop, or feature in the HRi Directory, you may receive and determine what to do with certain personal information, including without limitation when communicating with Users and/or Customers and entering into transactions and/or service agreements with Users and/or Customers. This means you process personal information and, to the extent you do so, under the Data Protection Legislation, you are an independent controller of data relating to Users that you may have obtained through the Platform Service or any part of it.
- C. If we and you are found to be joint data controllers of personal information, and if we are sued, fined, or otherwise incur expenses due to a breach of your obligations as a joint data controller of User and/or Customer personal information, you agree to indemnify us for any losses, damages or other costs and expenses (including legal expenses) we may incur in connection with your breach..

Please see our [Privacy Policy](#) for information on how we collect, process and share your personal data. The [Privacy Policy](#) and the [Cookie Policy](#) are incorporated into these Member Terms by reference.

15. FORCE MAJEURE

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Member Terms that is caused by any act or event beyond our reasonable control. If such an event takes place that affects the performance of our obligations under these Member Terms, our obligations shall be suspended and the time for performance will be extended for the duration of the event.

16. WAIVER

If we do not insist that you perform any of your obligations under these Member Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you or that you do not have to comply with those obligations. If we do waive any rights, we will only do so in writing, and that will not mean that we will automatically waive any right related to any later default by you.

17. ASSIGNMENT

You shall not assign or transfer your rights or your obligations under these Member Terms without our prior written consent.

18. ENFORCEABILITY

Each paragraph of these Member Terms operates separately. If any court or relevant authority decides that any of them is unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

19. RIGHTS OF THIRD PARTIES

These Member Terms are between you and us. No other person has any rights to enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999 or otherwise. Nothing in this clause excludes our rights when acting as commercial agent of any Member.

20. GOVERNING LAW AND JURISDICTION

These Member Terms shall be governed by and construed in accordance with English law. Any dispute arising from, or related to, the Member Terms shall be subject the exclusive jurisdiction of the courts of England.

SCHEDULE 1: DEFINITIONS

For the purposes of these Member Terms, the following terms shall have the following meanings:

Accreditation Standards mean the standards set by HRi against which it assesses a potential Member for acceptance as a Platinum Member.

Assessment Process means the assessment of a potential Platinum Member, carried out by HRi, which shall include assessment against HRi's Accreditation Standards.

Commission Fee means any commission payable by you to us for any Products or Services you may sell in the Shop.

Confidential Information means any information that would be regarded as confidential by a reasonable business person relating to the business, affairs, customers, clients, suppliers, plans, operations, processes, product information, know-how, designs, trade secrets or software of either party.

Customer means a User who buys a Product or Service in the Shop.

Data Protection Legislation means any applicable laws and regulations in any relevant jurisdiction relating to the use or processing of Personal Data including: (i) EU Regulation 2016/679 ("GDPR"); (ii) any laws or regulations ratifying, implementing, adopting, supplementing or replacing the GDPR (including, in the UK, the Data Protection Act 2018 ("DPA") and (to the extent in force) the UK GDPR as defined in The Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 ("UK GDPR")); (iii) any laws and regulations implementing or made pursuant to EU Directive 2002/58/EC (as amended by 2009/136/EC) (including, in the UK, the Privacy and Electronic Communications (EC Directive) Regulations 2003); and (iv) any guidance or codes of practice issued by a governmental or regulatory body or authority in relation to compliance with all of the legislation outlined above; in each case, as updated, amended or replaced from time to time.

HRi Directory means the directory of Platinum Members featured on the Website.

Fees means any fees payable by you to HRi for your use of the Platform Services, as more particularly described on the Website, and updated by HRi from time to time.

Intellectual Property Rights means all the intellectual property rights conferred by the law of any country or jurisdiction in the world (including by statute) as amended or re-enacted (by common law, civil law, equity or otherwise) in relation to any invention, discovery, literary work, dramatic work, musical work, artistic work, copyright, database, trade mark, service mark, design (whether two dimensional or three dimensional), patents, semiconductor topography, confidential information, know-how, trade secret, and in each case whether or not it has been reduced to a material form, and howsoever it may be recorded, stored or embodied (including in an electronic or



transient medium), including all applications for such rights as well as all extensions and renewals of such rights.

Member Account means the account created for you by HRI following your acceptance as a Member.

Member Information means any and all information and material you upload to the Website in relation to any Products and/or HR and People Services that you may make available via the Website

Membership Fee means the fee payable for the relevant Membership Level, as notified to you by HRI, which may be updated from time to time by HRI at its sole discretion.

Membership Levels means the different levels of Membership made available to you by HRI, and as more particularly described on the Website.

Platinum Member means a Member who has successfully carried out the Assessment Process.

Products and Services means any goods, products and/or services made available for sale by a Member in the Shop.

Shop means the area of the Website where Products and Services are made available for sale by Members or other sellers.