

## CATAWIKI TERMS AND CONDITIONS OF USE

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These Terms and Conditions of Use (to be referred to below as the 'Terms and Conditions') govern every and all use of the Service and the Online Platform as defined below. Please read these Terms and Conditions carefully so that you, the User, know your rights and obligations when you use the Service. You can download and print this document.

### 1 Definitions

In these Terms and Conditions, the terms listed below have the following meaning, regardless of whether they are used in the singular or the plural:

- 1.1 **Account:** the personal section on the Online Platform containing the personal data and other details that the User has entered or that have been retrieved from the User's social media account(s), which the User creates by registering for the Service and which is administered by the User.
- 1.2 **Award:** the fully automated message to the Buyer that he has placed the highest Bid and that he thereby has purchased the Lot.
- 1.3 **Bid:** the amount that a User offers for a Lot, exclusive of the Buyer's Commission, any VAT that may be due, and any other taxes and/or duties.
- 1.4 **Buyer:** a User who concludes a Contract of Sale with a Seller through the Online Platform.
- 1.5 **Buyer's Commission:** the percentage of the Purchase Price as communicated by Catawiki on the Online Platform, that the Buyer owes Catawiki for the use of the Service upon the Award, increased with VAT if applicable and other taxes and/or duties that may be due.
- 1.6 **Catawiki:** Benaulim B.V., a private limited liability company, maintaining a place of business in Assen, the Netherlands, recorded in the Chamber of Commerce's register under number 01131735.
- 1.7 **Commercial Seller:** a User who uses the Service to sell Lots in connection with his trade, business, craft, or professional activities.
- 1.8 **Consumer:** a User who is a natural person and who uses the Service or concludes a Contract of Sale as a Buyer for purposes that are unrelated to any business or professional activities and who does not qualify as a business owner for VAT purposes.
- 1.9 **Contract of Sale:** the contract of sale that is concluded through the Online Platform between the Seller on the one hand and the Buyer on the other, with respect to a particular Lot.
- 1.10 **Information:** all the material and all the information that Catawiki places on the Online Platform or makes accessible through the Online Platform. Information does not include User Material.
- 1.11 **Intellectual Property Rights:** any and all intellectual property rights and related rights, such as copyrights, trademark rights, patent rights, design rights, trade name rights, database rights and neighbouring rights, as well as rights in respect of knowhow and performances on par with such rights ("eenlijnsprestaties").
- 1.12 **Lot:** one or more objects or services that the Seller offers for sale on the Online Platform.
- 1.13 **Online Auction:** the online, computer-based and automated auction of Lots by Sellers on the Online Platform.
- 1.14 **Online Platform:** Catawiki's digital environment, which enables Users to access the Service using software that Catawiki has developed and offers, which can be accessed through the

Internet via, among others, the websites available through [www.catawaki.nl](http://www.catawaki.nl), [www.catawaki.be](http://www.catawaki.be), [www.catawaki.de](http://www.catawaki.de), [www.catawaki.it](http://www.catawaki.it), [www.catawaki.es](http://www.catawaki.es), [www.catawaki.cn](http://www.catawaki.cn), and other top level domains registered by or on behalf of Catawiki including any and all subdomains and sub-pages thereof, as well as mobile versions of these websites and any and all software programs and mobile or other applications with which the Service can be used, including on mobile devices such as smartphones and tablets.

- 1.15 **Purchase Price:** the amount of the highest Bid, which the Buyer owes the Seller, increased with VAT if applicable and other taxes and/or duties that may be due.
- 1.16 **Resale Right Royalty:** the compensation for the resale right as described in Article 16 of these Terms and Conditions.
- 1.17 **Reserve Price:** the minimum price, which is not displayed, that the Seller has indicated he wishes to receive for his Lot.
- 1.18 **Seller:** the User who offers one or more Lots for sale on the Online Platform.
- 1.19 **Seller's Commission:** the percentage of the Purchase Price as communicated by Catawiki on the Online Platform, that the Seller owes Catawiki for the use of the Service, increased with VAT if applicable and other taxes and/or duties that may be due, which Catawiki will withhold when it pays out the Purchase Price.
- 1.20 **Service:** the services that Catawiki offers on the Online Platform, which appear from and are described on the Online Platform and in these Terms and Conditions, including the service that Sellers can use to sell Lots using an online, computer-based and automated auction, and the related supplementary services.
- 1.21 **User:** any natural person who or legal entity that creates an Account, or uses the Service or is active on the Online Platform without registering.
- 1.22 **User Material:** information on the Online Platform that is provided by Users or that Users make accessible or publicise using the Online Platform including – but not limited to – Lots, descriptions of Lots, photographs, specifications, opinions, advertisements, messages, offers and/or announcements.

## **2 Applicability of and amendments to the Terms and Conditions**

- 2.1 The Terms and Conditions govern every use of the Service or the Online Platform. The User accepts these Terms and Conditions by using the Service, by visiting the Online Platform and/or by accepting these Terms and Conditions when creating an Account. The applicability of any other general terms and conditions is excluded.
- 2.2 The Online Platform is offered in various language versions, which are aimed at different countries or territories. That can be determined, for example, from the extension of the URLs of each version's Internet address on the Online Platform (such as [www.catawiki.com/nl](http://www.catawiki.com/nl) for the Netherlands or [www.catawiki.com/fr](http://www.catawiki.com/fr) for France). (Partly) Different Terms and Conditions may apply in respect of the various versions of the Online Platform. The various versions of the Terms and Conditions will be published on the Online Platform.
- 2.3 The country of the IP address that the User uses when he accesses the Online Platform will determine which version of the Online Platform the User will see. That usually will be the country in which the User resides.
- 2.4 Every User who resides in a country for which a specific version of these Terms and Conditions has been drawn up hereby accepts that this specific version of the Terms and

Conditions always governs his use of the Online Platform, even if he visits the Online Platform from another country or in the event that he registers from another country and selects another version of the Terms and Conditions during the registration.

- 2.5 Every User who resides in a country for which no specific version of these Terms and Conditions has been drawn up hereby accepts that his use of the Online Platform always is governed by this generic version of the Terms and Conditions, even if he visits the Online Platform from a country for which a specific version of the Terms and Conditions has been drawn up or in the event that he registers from such a country and checks a different version of the Terms and Conditions during the registration.
- 2.6 In the event that there is any conflict between the provisions stipulated in the various (language) versions of these Terms and Conditions, this generic version in English will prevail, except insofar as the difference between this generic version and the specific version in question is the result of mandatory provisions of national law of the country for which the specific version in question applies.
- 2.7 Catawiki is entitled to amend or supplement the Terms and Conditions at any time. The most up-to-date version of the Terms and Conditions can be found on the Online Platform or will be brought to Users' attention during the use of the Service. Catawiki will notify the Users by email in the event that an amendment or supplementation will significantly affect Users' rights or obligations or it will clearly display the changes on the Online Platform's homepage.
- 2.8 In the event that the User continues to use the Service after the Terms and Conditions have been amended or supplemented, the User thereby irrevocably accepts the amended or supplemented Terms and Conditions. In the event that the User does not wish to accept the amended or supplemented Terms and Conditions, the User's only option is to stop using the Service and delete his Account.

### **3 General**

- 3.1 The User accepts that the Service and the Online Platform contain only the functionalities and other characteristics that the User finds at the time of use ('as-is basis'). Catawiki expressly excludes any and all explicit and tacit guarantees, undertakings and indemnifications, of any kind whatsoever, including but not limited to those with respect to the quality, safety, lawfulness, integrity and correctness of the Service.
- 3.2 The User accepts that the functionalities of the Service and the Online Platform may change.
- 3.3 Sellers offer Lots on the Online Platform, and Users purchase those Lots directly from Sellers. Catawiki plays only a facilitating and supporting role, by offering an Online Platform and supplementary services. Catawiki has no control over the quality, safety, lawfulness or correctness of the Lots that are offered, the Sellers' authority to sell Lots, or the authority or ability of Buyers to purchase Lots.
- 3.4 The User acknowledges and accepts the special circumstances that may arise in connection with an Internet auction and the errors that may occur. That includes – but is not limited to – an inability to access the Online Platform in whole or in part, an inability to place a Bid or to do so in a timely manner, or breakdowns of or defects in the Online Platform or the underlying hardware, network connections or software. Maintenance work on the Online Platform or on the underlying system also may prevent access in whole or in part or the

ability to place a Bid in a timely manner. In no event is Catawiki liable for any damage that the User sustains as a result of such technical problems or other errors.

- 3.5 The User acknowledges and accepts that some of the provisions stipulated in these Terms and Conditions may not apply in whole or in part in respect of certain Lots due to the nature of those Lots, such as the obligation to ship the Lots carefully packaged in the case of an auction of a domain name. In such cases the provisions stipulated in these Terms and Conditions will be interpreted in all reasonableness, in such a way that they apply with respect to the Contract of Sale in question or the Lot in question, whereby the content, intent and spirit of the provision stipulated in these Terms and Conditions will be followed with as much as possible.
- 3.6 Amended or supplementary rules other than those stipulated in these Terms and Conditions may apply in respect of the purchase and/or sale of some Lots. Such rules will be stipulated on the Online Platform in respect of the Lot in question as much as possible.
- 3.7 Notwithstanding any other provision stipulated in these Terms and Conditions, the User acknowledges and accepts that Lots are the property of the Seller and not of Catawiki. No contract of sale will be concluded between Catawiki and the Buyer, and Catawiki does not transfer any ownership rights from the Seller to the Buyer.
- 3.8 In the event that there is or threatens to be a dispute between a Seller and a Buyer, in order to secure its own rights and those of other Users, Catawiki will be entitled at all times to suspend payment of any and all funds of the Users in question, if they are not Consumers, at its discretion, and if necessary to freeze any balances that those Users may have. The foregoing provision does not in any way limit the statutory suspension rights that Catawiki has towards Consumers.

#### **4 Registering for the Service**

- 4.1 In order to make optimal use of the Service, the User must create an Account in the manner described on the Online Platform. The User can also log in using certain services of third parties, such as a Facebook account. The User warrants towards Catawiki that the information that he provides when he creates his Account is complete, truthful and up-to-date. The User must provide a username and password during the registration, which will give him access to the Account.
- 4.2 Sellers who are Commercial Sellers are obliged to make that known by identifying themselves as a 'Commercial Seller' when they create their Accounts or by means of another designation communicated on the Online Platform for Commercial Sellers. A 'Pro' logo will appear next to the username for Lots offered by Commercial Sellers. The User accepts that he will be designated as a Commercial Seller for all use through that Account. Catawiki is entitled to change the status of Accounts in the event that it finds reasonable cause to do so, for example in the event that a Commercial Seller has not registered as such.
- 4.3 Commercial Sellers are obliged to provide their actual business name or their name as stated in their articles of association when they create their Accounts.
- 4.4 The User is obliged to comply with all applicable tax laws and regulations and in that respect to register in the correct capacity and to provide all required information when registering, such as a correct VAT number. Private Sellers may also be designated as business owners for VAT purposes, in which case they also will be required to provide a correct VAT number. The User is fully liable for the consequences of providing any

incomplete or incorrect information with respect to his tax position and fully indemnifies Catawiki against any and all claims brought by third parties, including the tax authorities, and against any and all damage and/or costs that ensue from or are related thereto, and Catawiki will immediately recover such claims, damage and costs from the User.

- 4.5 Users are not permitted to create an Account in the name of another person and/or to provide false information. Users may not log in to third-party services accounts of other persons or allow other persons to log in on behalf of the User.
- 4.6 The User himself is responsible for keeping his username and password combination secret. Thus, the User is liable for any and all use of the Service using his username and password and the User indemnifies Catawiki with respect to any damage that ensues from misuse or use of his username and password. Catawiki is entitled to assume that the User is the actual party that logs in using the User's username and password.
- 4.7 The User must notify Catawiki as soon as the User knows or has reason to suspect that a username and/or password has become known to unauthorised parties, without prejudice to his own obligation to immediately take effective measures, such as changing his password.
- 4.8 In principle, anyone may register with Catawiki. However, in the event that the User is younger than 18 years of age, he must have permission to do so from his legal representative(s) (guardian or one or both of his parents). The User warrants, by accepting these Terms and Conditions, that he is in fact 18 years of age or older or that he has received permission from his legal representative(s) to create his Account.
- 4.9 Catawiki reserves the right to change the registration and login procedure, the password, the username and/or certain User information in the event that it considers it necessary to do so in the interest of Catawiki, third parties or the operation of the Service.

## **5 Offering Lots**

- 5.1 The User must enter certain information in his Account, including his address, in order to be able to sell Lots on the Online Platform.
- 5.2 Which Lots are suitable to be sold on the Online Platform will be determined on the basis of characteristics such as the attractiveness, the rareness, the possible proceeds of and the expected demand for the type of Lots in question.
- 5.3 When the Seller offers Lots, he must clearly and comprehensibly indicate the reasonable shipping costs and whether or not the Lot also can be collected in person.
- 5.4 When the Seller offers Lots, he must clearly and comprehensibly provide information regarding the Lot being offered. That information must in any event include – but is not limited to – the following materials and information:
  - (i) a correct, complete and accurate description of the Lot being offered;
  - (ii) information about the condition and classification of the Lot, including whether or not it relates to margin scheme goods in the context of the applicable VAT legislation;
  - (iii) at least one (1) accurate photograph;
  - (iv) the Reserve Price if applicable (the option to set a Reserve Price will depend on the value of the Lot);
  - (v) the shipping costs, which must be reasonable and based on the actual postage costs;
  - (vi) whether and subject to what conditions the Buyer can receive assistance after the sale (if applicable) and any guarantees; and
  - (vii) any other terms and conditions related to the offer.

- 5.5 Catawiki is neither responsible nor liable towards other Users for the description of Lots, including the Seller's information and statements referred to in Article 5.4. The Seller accepts that Catawiki may propose or make changes to and/or supplement the description of the Lot offered. The Seller will be given an opportunity to review the description before the Online Auction commences, undertakes to make use of that opportunity, warrants that the Lot will be in accordance with the description and indemnifies Catawiki against any claims brought by the Buyer in connection with the Lot's failure to be in compliance with that description.
- 5.6 In some cases, Catawiki will automatically or manually provide value estimates with respect to certain Lots. Catawiki does not guarantee that such estimates will be correct and thus it does not accept any liability whatsoever in the event that Lots turn out to be worth more or less. Catawiki may refuse to include a Reserve Price for a particular Lot.
- 5.7 Catawiki is entitled to have the texts with respect to a particular Lot translated so that the Lots can also be offered in other countries, possibly using machine translations. Catawiki does not accept any liability whatsoever for any errors in the texts as a result of such translations. In the event that a Buyer does not wish to conclude a Contract of Sale as a result of an incorrect translation of information that is essential to the sale, and the Buyer demonstrates that the incorrect translation led to the Buyer entering into the Contract of Sale and that he would not have entered into the Contract of Sale in the event that the translation had been correct, the Seller will be obliged to assist in terminating the Contract of Sale.
- 5.8 The Seller may withdraw Lots until the time at which they have been published on the Online Platform and are visible to other Users. After that time, the Seller no longer will be permitted to change the conditions attached to the offer. In the event that, notwithstanding the foregoing provision, a Lot is nonetheless removed from the Online Auction at the Seller's request, the Seller will be fully liable for any damage caused thereby, subject to Article 21.
- 5.9 Other conditions and admission and/or statutory age requirements may apply in respect of the purchase and sale of certain Lots, including – but not limited to – tobacco products, alcoholic beverages and weapons (including antique weapons). Such conditions will be communicated on the Online Platform. Users will be obliged to comply with them.
- 5.10 The Seller will offer the Lots exclusively on the Online Platform and therefore he will not (or no longer will) offer them through other sales channels. The Seller will remove Lots from other websites, including auction platforms, online marketplaces and its own or others' web shops.

## **6 Online Auction procedure**

- 6.1 Users are obliged to comply with any and all reasonable directions and instructions with respect to an Online Auction that are given by or on behalf of Catawiki. Catawiki will decide what will be done in the event that situations arise in respect of an Online Auction that are not provided for in these Terms and Conditions and/or in the event that a dispute between Users or other irregularities arise.
- 6.2 Catawiki is entitled at all times, before, during and after an Online Auction, to make it temporarily or permanently impossible for Users to offer and bid on Lots.
- 6.3 In principle it is not possible for a potential Buyer to inspect the Lot, unless the description of the Lot indicates that the Lot may be inspected. In the event that inspection is possible,

a potential Buyer may indicate that he wishes to inspect the Lot on location. If the Seller agrees, Catawiki will provide the information required from it and thus it will fulfil only a referral function.

- 6.4 Catawiki is entitled to stipulate as a condition in respect of certain Online Auctions or Lots (or categories of Online Auctions or Lots) and/or in respect of Offers starting at certain amounts that Users must deposit with Catawiki a certain amount, to be determined by Catawiki, or provide another form of security for payment.
- 6.5 It will be possible to participate in an Online Auction during the term stipulated on the Online Platform. Users can use the 'automatic bidding' function, so that bids will be made automatically without any further action on the part of the User up to a maximum amount set by the User. The minimum increment by which the User must increase a Bid will depend on the highest Bid at that time. The minimum bidding increments are indicated on the Online Platform. If during the last minute of the term of the Online Auction another Bid is placed, the term of the Online Auction will be extended automatically, in each case by one (1) minute.
- 6.6 It may be possible to bid on Lots in different currencies. Bids will be shown on the Online Platform, rounded off to whole currency units. That may affect the amount of the minimum bidding increments. It is also possible that the Purchase Price will be rounded off to whole currency units before it is paid out to the Seller. Amounts will be rounded up or down automatically depending on certain upper and lower limits to be set in advance.
- 6.7 At the start of each Online Auction, the exchange rates that will apply for the sale of the Lots in the Online Auction in question will be set at the exchange rate that applies at the time at which the Online Auction commences. Thus, each Bid that is made during the Online Auction will be made at the fixed exchange rate, and the Purchase Price (minus the Buyer's Commission) will be paid out at that fixed exchange rate.
- 6.8 Sellers accept that they may be paid a lower (or higher) Purchase Price in their own currency than they would have received in the event that the exchange rate at the time at which the Online Auction closed or the time at which the Purchase price is paid out had been applied.
- 6.9 Every Bid will be deemed to have been made by the person whose Account was used to make the Bid. Thus, the User is always bound towards the Seller by the Bids that are made using his Account, even if a third party makes Bids using his Account.
- 6.10 The Buyer acknowledges and accepts that in the event that a Reserved Price has been set by the Seller, no Contract of Sale will be concluded in the event that the highest Bid is lower than that Reserved Price.
- 6.11 Except in cases in which a User acts as a Consumer and purchases a Lot from a Commercial Seller and the exceptions to the right of revocation stipulated in Article 8.12 do not apply, and except in specific situations that will be stipulated with the Online Auction in question, a Bid that has been made will be unconditional and irrevocable, regardless of whether or not the User uses the 'automatic bidding' function. The User may not invoke any typographical errors or mistakes.
- 6.12 The Seller is not permitted to make a Bid on Lots that the Seller is offering himself and/or to instruct other persons to make such a Bid.
- 6.13 The Contract of Sale will be deemed to have been concluded as a result of the automatic Award. Catawiki is not a party to the Contract of Sale.

6.14 Supplementary conditions that apply with respect to offering Lots and/or making Bids may be stipulated on the Online Platform and/or in messages and/or emails from Catawiki.

## **7 Rules governing sales by Commercial Sellers**

7.1 The Seller is obliged to truthfully state whether or not he is offering Lots in a professional capacity. In the event that the Seller is not acting in the context of practising a profession or conducting a business, he is obliged to indicate that he is a 'private Seller'. Commercial Sellers are obliged to register as such (or using another designation for Commercial Sellers communicated on the Online Platform) and to provide Catawiki with a valid Chamber of Commerce and/or VAT number.

7.2 In the event that the Seller is a Commercial Seller, he acknowledges and accepts that in certain cases Consumers who reside in a country within the European Economic Area will be entitled to dissolve the Contract of Sale within the statutory term stipulated in that respect. The Seller will fully cooperate therewith in the manner indicated by Catawiki.

## **8 Consumers' rights**

8.1 Consumers have a statutory guarantee of conformity of the Lots.

8.2 Consumers who reside in a country within the European Economic Area who purchase a Lot from a Commercial Seller will be entitled, for a term of 14 days (the 'cooling-off period'), to revoke the purchase, without stating the reasons, on the basis of the statutory right of revocation stipulated in Article 6:230o of the Dutch Civil Code or on the basis of any applicable foreign law implementing Article 9 of Directive 2011/83/EU on consumer rights. The Commercial Seller may ask the Buyer to state the reason(s) for the revocation, but he cannot oblige the Buyer to do so.

8.3 The cooling-off period stipulated in Article 8.2 will enter into effect on the day after the Consumer, or a third party whom the Consumer has designated in advance (who may not be the transporter), has received the Lot or:

- (i) in the event that the Lot is delivered in more than one shipment: the day on which the Consumer or a third party whom he designates has received the last shipment;
- (ii) in the event that the delivery of a Lot consists of various shipments or parts: the day on which the Consumer, or a third party whom the Consumer designates, has received the last shipment or the last part; or
- (iii) for agreements with respect to regular delivery of Lots during a set term: the day on which the Consumer, or a third party whom the consumer designates, has received the first Lot.

8.4 The Consumer is obliged to handle the Lot and the packaging with all due care during the cooling-off period. The Consumer will unpack or use the Lot only to the extent necessary to determine the characteristics and the operation of the Lot. In this context, the underlying principle is that the Consumer may handle and inspect the Lot only as the Consumer would in a shop.

8.5 The Consumer will be liable only for any decrease in value of the Lot that is caused by handling the Lot in a manner that extends beyond the manner permitted in accordance with Article 8.4.

8.6 In the event that the Consumer exercises the statutory right of revocation in accordance with Article 8.2, the Consumer must give notice of revocation within the cooling-off period using the model revocation form which can be accessed using the [web form on the](#)

- [Catawiki website](#) or in another unequivocal manner (i) to the Seller, in the event that the Buyer has the Seller's details at that time, or (ii) if that is not the case, to Catawiki, which will attempt to effectuate the revocation on behalf of the Commercial Seller. Catawiki will send the Consumer confirmation of receipt immediately after it has received the Consumer's notification. Catawiki will notify the Commercial Seller of the revocation if the situation referred to in subsection (ii) applies.
- 8.7 The Consumer must send the Lot back to the Seller, or he must hand over the Lot to the Seller personally, as quickly as possible, but in any event within 14 days after the notification referred to in Article 8.6, unless the Seller has offered to collect the Lot.
- 8.8 The Consumer must return the Lot together with all the related accessories that have been delivered, if possible in the original condition and packaging, and in accordance with the reasonable and clear instructions given by or on behalf of the Seller.
- 8.9 The Consumer bears the direct costs of sending back the Lot.
- 8.10 In the situation referred to in Article 8.6(ii), and insofar as Catawiki is still holding the Purchase Price, Catawiki will reimburse the Purchase Price to the Consumer, including any delivery costs, but only after the Commercial Seller has received the Lot in good condition. In the event that Catawiki already has paid the Purchase Price to the Commercial Seller and/or in the situation referred to in Article 8.6(i), the Commercial Seller will be obliged to reimburse the Purchase Price, including any delivery costs, directly to the Consumer.
- 8.11 The Consumer bears the risk and the burden of proof with respect to its exercising the right to revoke properly and in a timely manner.
- 8.12 The following products and services are excluded from the right to revoke:
- (i) products or services in respect of which the price is linked to fluctuations in the financial market over which the Commercial Seller has no control and which may occur within the revocation period, such as the sale of certain precious metals and goods made out of them (gold coins and bullions);
  - (ii) service contracts, after the services have been provided in full, but only if:
    - a) the provision of services commenced with the Consumer's explicit prior permission; and
    - b) the Consumer has declared that he will lose his right to revoke as soon as the Commercial Seller has fully performed the contract;
  - (iii) package tours within the meaning of article 7:500 of the Dutch Civil Code and passenger transport agreements;
  - (iv) service contracts in connection with making available accommodations, provided that the contract stipulates a specific date or period for performance and other than for residential purposes, transport of goods, car leasing services and catering;
  - (v) contracts with respect to leisure activities, provided that the contract stipulates a specific date or period for performance;
  - (vi) products and services that are sold under execution;
  - (vii) immovable property;
  - (viii) products and services that require agreements that necessitate the involvement of a civil-law notary;
  - (ix) products that are manufactured in accordance with the Consumer's specifications, that are not prefabricated and that are manufactured on the basis of an individual choice or decision on the part of the Consumer, or that clearly are intended for a specific person;

- (x) products that decay quickly or have a limited shelf life;
- (xi) sealed products that are unsuited to being sent back for reasons related to the protection of health or hygiene and whose seal has been broken after delivery;
- (xii) products that, by their nature, are irrevocably mixed with other products after delivery;
- (xiii) alcoholic beverages in respect of which the price was agreed when the Contract of Sale was concluded but that can be delivered only after 30 days, and whose actual value is dependent on fluctuations in the market over which the Commercial Seller has no control;
- (xiv) sealed audio recordings, video recordings and computer software whose seal has been broken after delivery;
- (xv) newspapers, journals or magazines, with the exception of subscriptions to them; and
- (xvi) the supply of digital content other than on a material carrier, but only if:
  - a) the supply has commenced with the Consumer's explicit prior permission; and
  - b) the Consumer has declared that he lost his right to revoke as a result.

## **9 Payment**

- 9.1 After the Online Auction has ended, the User who made the highest Bid will receive the automatic Award from Catawiki, which will contain an overview of the Lots that have been purchased, the Purchase Price due, including any shipping costs, the Buyer's Commission, the Resale Right Royalty, if applicable, and any VAT that may be due.
- 9.2 Two invoices will be made available to the Buyer together with the automatic Award. Catawiki will issue an invoice for the Purchase Price on behalf of the Seller, increased with VAT if applicable and other taxes and/or duties that may be due. Catawiki will invoice the Buyer's Commission that is due separately, increased with VAT if applicable and other taxes and/or duties that may be due.
- 9.3 The Buyer must pay the Purchase Price, the Buyer's Commission and the Resale Right Royalty, if applicable, to/through Catawiki on the basis of the above-mentioned invoices, within the term stipulated in the overview. The Buyer must ensure that all amounts are received net, and he is therefore responsible and liable for any costs (such as bank costs), taxes (such as taxes levied at source), duties and/or withholdings. The e-mail will contain a link to Catawiki's online payment page. Payment must be made using one of the payment methods indicated on that page.
- 9.4 The User accepts that Catawiki will draw up and send invoices on behalf of the Seller insofar as it is mandatory to issue invoices on the basis of applicable laws and regulations. The Seller is responsible at all times for ensuring that the invoice is correct and complete, and Catawiki does not accept any liability whatsoever in that respect.
- 9.5 In the event that the Buyer fails to pay the Purchase Price, the Buyer's Commission and the Resale Right Royalty, if applicable, within the payment term stipulated, he will be in default towards Catawiki and the Seller automatically, without any notice of default being required. As from the time at which the Buyer is in default he will owe interest at the statutory commercial interest rate. Catawiki will send one last demand, also on behalf of the Seller, in respect of the amount due to the Seller. In the event that payment still is not made, Catawiki will be entitled to pass on the claim to a third-party collector, in which case the Buyer will owe any and all extrajudicial costs that Catawiki incurs in connection with

- the late payment. The extrajudicial costs will be determined in accordance with the Dutch Extrajudicial Collection Costs (Standards) Act and will be subject to a minimum of EUR 40.
- 9.6 In the event that Catawiki commences a debt collection process, also on behalf of the Seller, in order to collect the Purchase Price, the Seller will be obliged to assist Catawiki in that respect and to retain possession of the Lot, not transfer possession of it and not encumber it during the debt collection process. However, the Seller cannot oblige Catawiki to collect the Purchase Price. In the event that Catawiki notifies the Seller that it will not commence or continue a debt collection process in respect of the Purchase Price, the Buyer accepts that the Seller will be entitled to either continue the debt collection process independently or to dissolve the Contract of Sale effective immediately, without any notice of default being required. Catawiki may send the notice of dissolution to the Buyer on behalf of the Seller. In the event that the Seller continues the debt collection process, Catawiki will furnish the Seller with the necessary information, including the Buyer's identifying details. In the event that the Seller continues the debt collection process independently, the Seller will indemnify Catawiki against any Resale Right Royalties that may be due.
- 9.7 Dissolution of the Contract of Sale on the ground of Article 9.6 will not affect the Buyer's liability to pay the Buyer's Commission.
- 9.8 In the event of dissolution as a result of the Buyer's failure to comply with his payment obligation on the ground of Article 9.6, the Buyer will be liable for any and all damage and costs that Catawiki sustains and/or incurs as a result, which in any event will be equal to the amount of the Seller's Commission that Catawiki has missed out on.
- 9.9 Moreover, in the event of dissolution as a result of the Buyer's failure to comply with his payment obligation on the ground of Article 9.6, the Buyer will forfeit a penalty equal to 50% of the Purchase Price or 50% of the expected proceeds that the Seller estimated in advance in the event that the latter amount is higher.
- 9.10 Catawiki will pay out the Purchase Price to the Seller (after deducting the Seller's Commission) only after it actually has received the Purchase Price, the Buyer's Commission and the Resale Right Royalties, if any, from the Buyer. Catawiki will endeavour to pay out the Purchase Price (after deducting the Seller's Commission) within three weeks after the Seller has delivered the Lot in accordance with Article 10. Notwithstanding the foregoing, Catawiki will be entitled to suspend payment to the Seller, in particular in the event that the Buyer has given notice of a dispute due to, e.g., alleged damage to or nonconformity of the Lot.

## **10 Delivery and acceptance of the Lots**

- 10.1 Unless the Buyer and the Seller have agreed that the buyer will collect the Lot, the Seller is responsible for sending and delivering the Lot to the Buyer in accordance with the Contract of Sale and conditions that the Seller communicated in advance.
- 10.2 The Seller is obliged to deliver the Lot to the Buyer to whom it has been Awarded, subject to the conditions stipulated by the Seller when the Lot was listed and without prejudice to the provisions stipulated in Article 8. The Seller is obliged to send the Lots sold to the Buyer, carefully packaged, within three (3) working days after Catawiki has received the payment for them and the Seller has received confirmation of payment from Catawiki, unless the parties have agreed that the Lots will be collected. In the event that the shipping costs are less than the amount indicated in the Online Auction, for example because the

- Buyer collects the Lot or because more than one Lot has been sold to the same Buyer, the Seller will be obliged to refund to the Buyer any excess shipping costs that the Buyer has paid.
- 10.3 The Lots sold must be sent using Track & Trace and, if possible, insured during transport.
- 10.4 The address that the Buyer has indicated will be deemed the delivery location. The Seller will bear the risk of damage to and/or loss of the Lots until the time at which they are delivered at the address indicated by the Buyer.
- 10.5 Catawiki will deem the signature for receipt at the delivery location to be proof of correct, complete and undamaged receipt by the Buyer, such in connection with Catawiki paying on the Purchase Price to the Seller. The Seller accepts that Catawiki is entitled not to accept any other proof of receipt in connection with Catawiki's payment of the Purchase Price.
- 10.6 In the event that the Seller fails to comply with his obligation to deliver on the ground of this Article (10), even after he has been given proper notice of default, the Seller will be in default and the Buyer will be entitled to dissolve the Contract of Sale. Catawiki may send the notice of default and the notice of dissolution to the Seller on behalf of the Buyer. In that context, the Seller's obligations will include compensating the Buyer's damage, without prejudice to any other right, in which case the Seller will be obliged to pay back to Catawiki any Purchase Price that it already has received. Catawiki will not refund the Purchase Price to the Buyer until it actually has received it from the Seller.
- 10.7 Dissolution of the Contract of Sale on the ground of Article 10.6 will not affect the Seller's liability to pay the Seller's Commission.
- 10.8 In the event of dissolution as a result of the Seller's failure to comply with his obligation to deliver on the ground of Article 10.6, the Seller will be liable for any and all damage and costs that Catawiki sustains and/or incurs as a result, which in any event will be equal to the amount of the Buyer's Commission that Catawiki has missed out on.
- 10.9 In the event of dissolution as a result of the Seller's failure to comply with his obligation to deliver on the ground of Article 10.6, the Seller will forfeit a penalty equal to 50% of the Purchase Price or 50% of the expected proceeds that the Seller estimated in advance in the event that the latter amount is higher.
- 10.10 The Buyer who made the highest Bid will be obliged to accept delivery of the Lot within the term stipulated in the description of the Lot. In the event that no term is indicated or agreed, the Buyer will be obliged to accept delivery of the Lot within a reasonable term; in no event will that term exceed four weeks (as from the day on which the Online Auction in question closed). In the event that the Buyer fails to accept delivery of the Lot in a timely manner, fails to comply with agreements with the Seller and/or refuses to provide or is negligent in providing information or in complying with the Seller's instructions that are necessary in order to deliver the Lot, Catawiki will be entitled, after warning the Buyer by email, to pay out the Purchase Price to the Seller (after deducting the Seller's Commission), in which case the Buyer no longer will have any further entitlement to demand that Catawiki refund the Purchase Price or pay any compensation, and the Seller will be obliged to keep the Lot available for acceptance by the Buyer.
- 10.11 In the event that the Contract of Sale is dissolved due to the Buyer's failure to comply with his obligations to accept delivery and to cooperate on the ground of Article 10.10, that will not affect the Buyer's liability to pay the Buyer's Commission.
- 10.12 In the event that the Contract of Sale is dissolved due to the Buyer's failure to comply with his obligations to accept delivery and cooperate on the ground of Article 10.10, the Buyer

will be liable for any and all damage and costs that Catawiki sustains and/or incurs as a result, which in any event will be equal to the amount of the Seller's Commission that Catawiki has missed out on.

- 10.13 Moreover, in the event that the Contract of Sale is dissolved due to the Buyer's failure to comply with his obligations to accept delivery and cooperate on the ground of Article 10.10, the Buyer will forfeit a penalty equal to 50% of the Purchase Price or 50% the expected proceeds that the Seller estimated in advance in the event that the latter amount is higher.
- 10.14 Catawiki will be entitled to set off the amount referred to in Articles 10.11, 10.12 and 10.13 against the Purchase Price to be refunded to the Buyer.
- 10.15 Notwithstanding the provisions stipulated in article 11.3, the Buyer acknowledges and accepts that special rules and/or conditions may apply with respect to the import of Lots in connection with a cross-border Contract of Sale, including – but not limited to – customs duties, VAT, import levies and clearing charges. The Buyer must take note of such rules before the Contract of Sale is concluded. The Buyer will be obliged to pay any and all additional costs in this regard.
- 10.16 Any complaints and disputes between the Seller and the Buyer must be reported to Catawiki as quickly as possible. Although, in principle, the Buyer and the Seller must resolve disputes between themselves, if necessary Catawiki will make reasonable efforts to mediate between the Seller and the Buyer. In the event that the Seller and the Buyer are unable to agree on a solution and Catawiki still is in possession of the Purchase Price, the Seller and the Buyer hereby accept that Catawiki will have the final right to decide whether the Purchase Price will be refunded to the Buyer or will be paid on to the Seller. In that context Catawiki will not be liable to compensate any damage or pay any other compensation to the Buyer or the Seller. Catawiki is not a party to any dispute.

## **11 Use of the Service**

- 11.1 Each use of the Service and the Online Platform is for the risk, account and responsibility of the User.
- 11.2 By placing User Material on the Online Platform or making it available via the Service, the User guarantees that:
- (i) He is authorised to do that and entitled to grant the rights to Catawiki as referred to in these Terms and Conditions.
  - (ii) The User Material that he makes available:
    - a) Is not misleading;
    - b) Is not discriminatory with regard to appearance, race, religion, sex, culture, descent or otherwise offensive, does not call for violence against and/or the harassment of another person or other people and, in Catawiki's opinion, is not in conflict with public morality or good taste, is not violent, does not contain a link to pornographic material or pornographic websites and does not promote committing illegal activities;
    - c) Does not contain the personal data of others;
    - d) Does not consist of chain letters, junk mail or spam and does not contain links to websites, commercial or otherwise;
    - e) Cannot have a negative effect on the reputation or good name of Catawiki and its affiliated companies and/or its directors;

- f) Is not in conflict with any laws or regulations or with these Terms and Conditions, does not infringe any rights of third parties, including rights from agreement, Intellectual Property Rights, privacy rights or is otherwise unlawful towards third parties or Catawiki; and
  - (iii) Catawiki will not be obliged to perform any payment, taxation, levy or deduction of any nature whatsoever to anyone as a result thereof, including to persons or parties whose work, model, brand or performance is included in the User Material, including to collective rights organisations.
- 11.3 In using the Service, the User is obliged to comply with all applicable national, European and international regulations in respect of - including but not limited to - his activities with regard to the bidding on, offering, purchasing and selling of Lots via the Online Platform.
- 11.4 The User will not process personal data of other Users without permission from the User in question, such as including Users in a mailing list without express permission or approaching them for such at his own initiative. The User will not use the contact data of other Users to send them unsolicited communications. The User owes an immediately payable penalty of € 1,000 (in words: one thousand euros) to Catawiki for each breach of this provision.
- 11.5 In using the Service, the User guarantees that he:
  - (i) Will not circumvent or manipulate the Online Platform and Catawiki's invoicing process, such as by directly contacting other Users to conclude a purchase agreement outside of Catawiki. On breach of this provision the User is obliged to compensate all damage and costs incurred by Catawiki as a result, which in any case includes the amount in Buyers' and Sellers' Commission Catawiki missed out on;
  - (ii) Will not use viruses, Trojan horses, worms, bots or other software or technical tools that can damage the Service or the Online Platform, or can make the Service or Online Platform inaccessible or are intended to circumvent technical protective measures;
  - (iii) Will perform no actions that put an unreasonable and/or disproportional strain on the infrastructure of the Service and/or that can hinder the functionality of the Service;
  - (iv) Will perform no actions that manipulate or impair Catawiki's review system;
  - (v) Will not use applications that monitor the Service and/or copy parts of the Service.
- 11.6 The User owes an immediately payable penalty of € 1,000 (in words: one thousand euros) to Catawiki for each breach of Article 11.5 and for each day, including part of the day, that such a breach continues, without prejudice to Catawiki's right to recover the actual damage.
- 11.7 All technical means that are required to use the Service, including - but not limited to - hardware and an internet connection, as well as the costs of the use thereof, will be fully for the account of the User.

## **12 Prices and Payment**

- 12.1 The User can use some parts of the Service only against payment. The prices for the use of these parts are stated on the Online Platform.
- 12.2 Payment must always take place fully in advance, unless otherwise indicated. The User can therefore only use these parts of the Service after he has paid the amount due completely.
- 12.3 Payment of these parts of the Service takes place via a secured payment environment of a third party, such as iDeal or a credit card company. Catawiki has no influence on that and is

therefore not responsible or accountable for the use or inability to use this payment environment.

- 12.4 Catawiki retains the right to change the prices for the paid parts of the Service at any time. The User cannot derive any rights from price changes.

### **13 User Material**

- 13.1 The User retains all Intellectual Property Rights to his User Material, but hereby grants Catawiki a free, unencumbered, global, non-exclusive, perpetual and non-cancellable licence to communicate his User Material to the public and/or to reproduce it for all purposes Catawiki deems necessary, including - but not limited to - promotional purposes. This licence does not end when the User or Catawiki removes the User's Account and/or the User discontinues the use of the Service.
- 13.2 Under the aforementioned licence, the User grants Catawiki, among other things, but without exclusion, (i) the right to (automatically) translate his User Material (or have it translated) to other languages than the original in order to be able to offer the Service in other countries as well, (ii) the right to print and/or use his User Material in (social) media and (iii) the right to use his User Material for promotional purposes.
- 13.3 The User hereby waives his personality rights to User Material, in so far as applicable and in so far as possible.
- 13.4 The User accepts that his User Material can be used by other Users. Catawiki does not guarantee that Users will comply with these Terms and Conditions.
- 13.5 The User understands and accepts that he is responsible and accountable for User Material he places on the Online Platform or makes using the Service.
- 13.6 The User understands and accepts that User Material of other Users is not checked and/or viewed by Catawiki. Catawiki has no knowledge of this at all and is therefore not responsible and/or accountable for this.
- 13.7 If the User is of the opinion that certain User Material is unlawful, the User can report this to Catawiki. The User can find more information [here](#) on how he can make a report.
- 13.8 Catawiki retains the right to remove User Material from the Online Platform, to shorten it or otherwise change it if it sees reason to do so, without accepting any responsibility or liability for its contents, without being held liable for any damage and without being obliged to pay any compensation. This article does not affect Catawiki's other rights and authorities and Catawiki retains the right to take other (legal) measures, including - but not limited to - providing the User's personal data to third parties.

### **14 Availability and interruption of the Service**

- 14.1 Catawiki does not guarantee that the Service and all parts of the Service and/or the Online Platform are at all times available and without interruptions or failures. Failures in the Service can also occur, but not exclusively, as a result of failures in the internet or telephone connection or due to viruses or faults/defects. Catawiki is in no way liable or liable for compensation towards the User for any damage arising or resulting from the (temporary) inaccessibility or (interim) failure of the Service and/or the Online Platform.
- 14.2 Catawiki is at all times authorised, without prior notice, to make procedural, technical, commercial or other changes and/or improvements to the Service and/or the Online Platform, to put the Service and/or the Online Platform out of operation (temporarily) and/or to limit the use of the Service and/or the Online Platform if this is necessary in its

opinion, for example in the context of reasonably necessary maintenance to the Service and/or the Online Platform.

## **15 Intellectual Property Rights**

- 15.1 The Intellectual Property Rights in respect of the Online Platform, the Service, the Information and the database, including - but not limited to - the Intellectual Property Rights to the texts, images, design, photos, software, audiovisual material and other material lie with Catawiki or its licensors.
- 15.2 Subject to the conditions as set forth in these Terms and Conditions, Catawiki grants the User a limited, personal, revocable, non-exclusive, not (sub)licensable, non-transferable right to use the Service and to view the Information in the manner and in the format as it is made available via the Service.
- 15.3 It is expressly not permitted to copy or publish the Service, the Online Platform, the User Material not originating from the User and/or the Information and/or other data, or to use the above for direct or indirect commercial purposes or for any other purpose than the purposes stated in these Terms and Conditions, unless Catawiki or the rightholder in question have given their express and written permission for that.
- 15.4 Unless expressly permitted under mandatory law or under these Terms and Conditions, or at the request or with the permission of Catawiki, the User is not permitted to decompile or reverse engineer the Service, the Online Platform and/or their source or object code(s).
- 15.5 Catawiki can take technological measures to protect the Online Platform or the Service and/or their separate parts. The User may not remove or circumvent these technological protective measures or offer the means to do so.
- 15.6 It is not permitted to remove, hide or change notices or statements with regard to Intellectual Property Rights or to make them illegible.
- 15.7 Nothing in these Terms and Conditions is intended to transfer any Intellectual Property Rights to the User. The User will not perform any actions that can infringe the Intellectual Property Rights of Catawiki, Users and/or third parties, such as registering domain names, brands or Google Adwords, search terms (keywords) that are similar or identical to any mark to which Catawiki and/or the Users can apply Intellectual Property Rights.

## **16 Resale Right**

- 16.1 If a Lot is the original of an artwork, Resale Right Royalty may be due to the artist pursuant to the applicable regulations. The Buyer is in those cases obliged to pay the Resale Right Royalty via Catawiki, by paying it concurrently with the payment of the Purchase Price and the Buyers' Commission, in accordance with Article 9 of these Terms and Conditions.
- 16.2 If it appears that the Resale Right Royalty was wrongly not charged while this was due to the artist, the Buyer will pay this Resale Right Royalty at Catawiki's first request and the Buyer indemnifies Catawiki against all claims in the matter.
- 16.3 The amount of the Resale Right Royalty is determined based on the right of the country in which the Seller has his usual place of residence.

## **17 Database**

- 17.1 The collection of (personal) data of Users, including User Material and Information, that is collected by Catawiki and displayed on the Online Platform should be viewed as a legally protected database. Catawiki is the producer of the database and therefore has the

exclusive right to grant permission for i) the requesting or reusing of the entirety or a substantial part, from a quantitative and qualitative point of view, of the contents of the database and ii) the repeated and systematic requesting or reusing of non-substantial parts, from a quantitative and qualitative point of view, of the contents of the database, in so far as this is in conflict with the normal operation of the database or causes unjustified damage to Catawiki's lawful interests. The User may only request or reuse data from the database if and in so far as this is permitted under these Terms and Conditions.

## **18 Report of alleged unlawful material**

- 18.1 Catawiki is not liable for any damage in connection with the unlawful use of the Online Platform or the Service. Catawiki is only obliged to remove unmistakably unlawful User Material after receipt of a report, under the conditions indicated below.
- 18.2 Catawiki has determined a procedure by means of which the presence on the Online Platform or the accessibility via the Online Platform and/or the Service of alleged unlawful User Material or an alleged wrongful act can be reported to Catawiki [here](#) .
- 18.3 Catawiki retains the right to refuse to grant a request to block or remove User Material or discontinue an activity if it has valid reasons to doubt the correctness of the report or the legitimacy of the evidence submitted or if a balancing of interests does not require that of Catawiki. In that context, Catawiki can for example require a court decision of a competent court, which decision shows that the User Material in question is without a doubt unlawful.
- 18.4 Catawiki will in no way be a party to a dispute between the User and any third party that makes a report.
- 18.5 If the User makes a report, the User indemnifies Catawiki and all its affiliated companies as well as its management, directors, employees, representatives and legal successors against any claim by third parties in connection with the blocking or removal of User Material or the discontinuation of activities. The indemnification also relates to all damage Catawiki suffers, may still suffer or the costs Catawiki must incur in connection with such a claim, including - but not limited to - the compensation of costs for legal assistance.
- 18.6 Catawiki respects and protects the privacy of the parties making a report. All personal information provided to it in the context of a report will always be handled confidentially and will only be used to handle the report.

## **19 Privacy**

- 19.1 When creating an Account and using the Service, the User will provide (personal) data to Catawiki. These (personal) data will be saved and processed in accordance with the [Catawiki Privacy Policy](#) and the applicable laws and regulations.

## **20 Liability**

- 20.1 Catawiki accepts no liability whatsoever for damage resulting from the provision of the Service, including - but not limited to - damage resulting from or in connection with the use of the Online Platform and/or the Service or from wrongful acts or otherwise, in so far as this is permitted pursuant to mandatory law.
- 20.2 Catawiki can among other things never be held liable for any damage suffered as a result of the conclusion of a Contract of Sale by a Buyer or Seller, including - but not limited to - damage that ensued because the User concluded unfavourable agreements, for example because more or less money was paid for the purchased Lots than the expected value.

- 20.3 The only action the User can take if he believes that he has suffered damage is discontinuing the use of the Service and deleting his Account, subject to the applicability of Article 22.
- 20.4 In so far as despite the above Catawiki would be liable for any damage for any reason whatsoever, it is only liable for the compensation of direct damage the User suffers as a result of a shortcoming or wrongful act that can be attributed to Catawiki. Direct damage only includes material damage to goods, reasonable costs incurred to prevent or limit direct damage and reasonable costs incurred to determine the cause of the damage, the liability, the direct damage and the manner of repair.
- 20.5 If and in so far as Catawiki would be liable for damage for any reason whatsoever, its liability is in any case limited to the highest of the following amounts: (I) the total commissions received by Catawiki from the User in question in the period of three months prior to the action that led to liability or (ii) € 500 (in words: five hundred euros).
- 20.6 This limitation of liability does not intend to exclude the liability of Catawiki for intent and/or deliberate recklessness of Catawiki itself (“own actions”) and/or its management.
- 20.7 A condition for the creation of any right to compensation is always that the User reports the damage to Catawiki in writing as soon as possible after the creation of the damage. Each claim for compensation against Catawiki expires by the mere lapse of twelve months after the creation of the claim.
- 20.8 This article also covers all companies affiliated with Catawiki as well as its management, directors, employees, representatives and legal successors.

## **21 Guarantees and indemnifications**

- 21.1 The User is liable towards Catawiki for, and fully indemnifies Catawiki against, all damage and costs Catawiki suffers or incurs as a result of (i) an attributable breach in the performance of the Terms and Conditions by the User, (ii) any actions of the User in the use of the Service or (iii) a wrongful act. All costs incurred by Catawiki and damage suffered by Catawiki that is in any way related to such claims will be compensated by the User.
- 21.2 The User guarantees that the User Material that he shares via the Service is unencumbered and that there are no third parties that can claim Intellectual Property Rights to it, as well as that the User Material does not infringe or is in conflict with any right of third parties and that the use thereof is also not wrongful towards third parties in any other way.
- 21.3 The User indemnifies Catawiki against all claims of third parties, for any reason whatsoever, in respect of compensation of damage, costs, interest, taxes, levies and/or deductions in connection with or resulting from his User Material, his use of the Online Platform, the Service and/or a breach of these Terms and Conditions and/or any rights of third parties, including - but not limited to - Intellectual Property Rights.
- 21.4 The obligations to indemnify in this article also apply for any companies affiliated with Catawiki as well as its management, directors, employees, representatives and legal successors.

## **22 Term and termination**

- 22.1 The User has the right to discontinue the use of the Service and to delete his Account at any time. Catawiki has the right to refuse the deletion of his Account if the User still has to comply with some obligations (such as payment or delivery obligations) towards Catawiki or other Users.

22.2 If the User acts in conflict with these Terms and Conditions, Catawiki is entitled, in addition to the other (legal) means available to Catawiki, to limit or suspend the User's activities in connection with the Service or to put them out of operation immediately, in whole or in part, temporarily or otherwise, to discontinue and/or remove his Account temporarily or permanently, to issue a warning, to terminate the Service or to refuse to provide the Service to the User. Catawiki will in no way be liable or liable for compensation towards the User for this.

## **23 Miscellaneous, applicable law and competent court**

- 23.1 The Terms and Conditions, the use of the Service and the Online Platform, any disputes following therefrom, as well as all Contracts of Sale between Sellers and Buyers, are governed by Dutch law, unless otherwise provided in or pursuant to mandatory treaty provisions.
- 23.2 Users acknowledge that international private-law rules may have the result that another law than Dutch law (also) applies to transactions with other Users, particularly to transactions with Consumers.
- 23.3 All disputes that arise between the User and Catawiki will be submitted to the competent court in the district of Amsterdam, unless mandatory law stipulates that the dispute must be submitted to another court. With regard to Consumers, disputes must be submitted to the competent court in the district of Amsterdam, unless the Consumer chooses the court that is competent according to law within one month after Catawiki has invoked this provision in writing.
- 23.4 It can also be decided in mutual consultation that a Consumer submits a dispute with Catawiki or with another User to an authority for extrajudicial dispute resolution (see [the website of the ODR Platform](#) for more information). Such consultations will be held by Catawiki in good faith, but it will never be obliged to subject itself to such procedures.
- 23.5 Catawiki may transfer rights and obligations that follow from these Terms and Conditions to third parties and will inform the User thereof. If the User does not find the transfer of obligations to a third party acceptable, the User can discontinue the use of the Service and delete his Account, subject to applicability of Article 22.
- 23.6 If any provision(s) in these Terms and Conditions is/are void or invalid in whole or in part for any other reason, the User and Catawiki remain bound to the remaining part of the Terms and Conditions. Catawiki will replace the void and/or invalid part (with regard to the specific User or specific situation) by provisions that are valid and of which the legal consequences, in view of the contents and object of these Terms and Conditions, are in line with the invalid part as much as possible.

## **24 Contact**

- 24.1 For questions about the Service, the Online Platform or these Terms and Conditions, you can contact Catawiki via the following contact information at all times:

Catawiki B.V.  
Noordersingel 33  
9401 JW Assen  
The Netherlands  
E - [info@catawiki.com](mailto:info@catawiki.com)  
T - + 44 20 3856 4102

F - +49 (0)30 220 125 57

You can also send an email via the [contact form](#).