

## 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 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:

- 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 has thereby purchased the Lot.
- 1.3 **Bid:** the amount that a User offers for a Lot, including VAT and duties due by the Seller, if applicable, exclusive of the Buyer's Commission.
- 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 (9%) 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, inclusive of VAT if applicable.
- 1.6 **Catawiki:** Catawiki 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 **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 his trade, business, craft or professional activities.
- 1.8 **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.
- 1.9 **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.
- 1.10 **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").
- 1.11 **Lot:** one or more objects or services that the Seller offers for sale on the Online Platform.
- 1.12 **Online Auction:** the online, computer-based and automated auction of Lots by Sellers on the Online Platform.
- 1.13 **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.catawiki.nl](http://www.catawiki.nl), [www.catawiki.be](http://www.catawiki.be), [www.catawiki.de](http://www.catawiki.de), [www.catawiki.it](http://www.catawiki.it), [www.catawiki.es](http://www.catawiki.es), [www.catawiki.cn](http://www.catawiki.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.
- 1.14 **Professional Seller:** a User who uses the Service to sell Lots in connection with his trade, business, craft or professional activities and has provided Catawiki with (i) a valid VAT identification number or (ii) if the Seller does not have a VAT identification number, alternative proof that he uses the Service to sell Lots in connection with his trade, business, craft or

professional activities. A 'Pro' logo will appear next to the username for Lots offered by Professional Sellers.

- 1.15 **Purchase Price:** the amount of the highest Bid, which the Buyer owes the Seller.
- 1.16 **Reserve Price:** the minimum price, which may not be displayed, that the Seller has indicated he wishes to receive for his Lot.
- 1.17 **Seller:** the User who offers one or more Lots for sale on the Online Platform.
- 1.18 **Seller's Commission:** the percentage (12.5%) of the Purchase Price as communicated by Catawiki on the Online Platform, that the Seller owes Catawiki for the use of the Service, increased by VAT and net of any taxes (such as withholding taxes), duties and levies that may be due, which will be withheld from the pay out of the Purchase Price.
- 1.19 **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. For any related supplementary service, such as payment services, provided to you through the Online Platform, Catawiki may make use of Third Party Service Providers. You may be informed about the use of such Third Party Service Providers at any time when using our Service.
- 1.20 **Third Party Service Provider:** a third party, not affiliated with Catawiki, that makes certain products, services, applications or websites available to you through our Online Platform, such as, but not limited to, payment or shipping services. Your use of such products, services, applications or websites will be governed by and subject to the Terms and Conditions and Privacy Policies of the Third Party Service Provider.
- 1.21 **User:** any natural person who or legal entity that creates an Account, 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 publish using the Online Platform including – but not limited to – Lots, descriptions of Lots, photographs, specifications, opinions, advertisements, messages, offers and/or announcements.
- 1.23 **VAT:** value added tax within the meaning of Council Directive 2006/112/EC of 28 November 2006 on the common system of value added tax and any other taxes of a similar nature.

## **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 English version of these Terms and Conditions is the original version, any other versions are merely translations. In the event that there is any conflict between the provisions stipulated in the various language versions of these Terms and Conditions, the English version will prevail. Any (legal) terms and concepts used in these Terms and Conditions shall however be interpreted according to Dutch law.
- 2.3 Catawiki is entitled to amend or supplement the Terms and Conditions at any time by posting the amended Terms and Conditions on our Online Platform. The most up-to-date version of the Terms and Conditions can be found on the Online Platform. 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 bring the changes to Users' attention during their use of the Service.
- 2.4 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 or responsibility for the quality, safety, lawfulness or correctness of the Lots that are offered, the Seller's' 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 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 order to secure its own rights and those of other Users, e.g. in the event of a breach of these Terms by a User, Catawiki will at all times be entitled, at its discretion, to suspend payment of any and all funds of the Users in question, to set-off any claims Catawiki might have, and if necessary, to freeze any balances that those Users may have related to any account linked to or associated with those Users. Insofar as suspending payments, setting-off claims or freezing funds is regulated by mandatory (consumer) law, Catawiki may only do so in accordance with such mandatory law.
- 3.9 Restrictions to the use of Catawiki's Service may apply. For example, we are entitled to restrict you from creating an Account, and from bidding or selling on the Online Platform if you reside in a certain country that is not supported by our third party payment provider or that is not commercially attractive to Catawiki. Catawiki is also entitled to restrict its Service if it has sufficient reason to believe that you are not acting in accordance with these Terms and Conditions. You will be informed about such restriction while using our Service, for example upon bidding or registration.
- 3.10 If Catawiki decides to introduce (further) restrictions to certain countries, it is entitled to off-board Users who reside in the countries to which the restrictions will apply. Of course we will inform these Users about this. Furthermore, Catawiki will be entitled to off-board Users who do not act in accordance with these Terms and Conditions and/or, if applicable, the [seller policy](#)

as can be found on the Online Platform. When off-boarding Users, regardless of the reason, Catawiki cannot be held liable or responsible for any damages resulted from the User not being able to sell or buy on the Online Platform.

#### **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 Professional Sellers are obliged to identify themselves as such when they create their Account. The User accepts that he will be designated as a Professional 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 Professional Seller has not registered as such.
- 4.3 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. 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.
- 4.4 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 via third-party services accounts of other persons or allow other persons to log in on behalf of the User.
- 4.5 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.
- 4.6 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.
- 4.7 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.
- 4.8 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.
- 4.9 Catawiki reserves the right to deny Users the right to register and take part in an Online Auction and/or to terminate that right unilaterally.

#### **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. Lots may be refused for auction without statement of the reason therefor.

- 5.3 When the Seller offers Lots, he must clearly and comprehensively 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) one or more clear photographs that accurately represent the current state (including any defects or deficiencies), features and other particularities of the Lot;
  - (iv) the Reserve Price if applicable (the option to set a Reserve Price will depend on the value of the Lot);
  - (v) an indication of the actual shipping 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.
- 5.4 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 5.3. 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.
- 5.5 The Seller guarantees that he is the rightful owner of or is authorized to sell the Lots he offers on the Online Platform and that by offering and selling a Lot he is not infringing any law or regulation, any rights of third parties, including rights from agreement and Intellectual Property Rights, is not acting fraudulent in general or is otherwise acting unlawful and/or fraudulent towards third parties or Catawiki. The Seller indemnifies Catawiki against any claims brought by the Buyer or third parties with regard to the legality of the sale of a Lot or related to any violation of this Article 5.5 and against any damage and costs related thereto. The Seller also guarantees that the offering and selling of the Lot is a genuine and authentic transaction. More specific the Seller guarantees that the Lot is not offered as part of a fake transaction, enabling the Buyer and/or third parties to transfer an amount and launder the money involved.
- 5.6 In some cases, Catawiki will (automatically) 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, also using machine translations. Catawiki may, at its discretion, dissolve ("*ontbinden*") the Contract of Sale on behalf of a User that has been demonstrably negatively affected by a translation error, if no other solution with the User is found. Such is the User's sole remedy.
- 5.8 In case Catawiki is informed about an incorrect Lot translation while the Lot is still in auction, Catawiki may, at its own discretion, adjust the Lot description or remove the Lot from the Auction.
- 5.9 The Articles 5.7 and 5.8 will only be applicable in the event the lot description was translated manually by Catawiki. Catawiki does not accept any liability whatsoever for any errors in the texts as a result of such machine translations. The possibility to have the lot description translated automatically may be found on the page of the lot description.
- 5.10 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, 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. Upon first request of Catawiki, the Seller will (prior

to possible removal of the Lot from the auction) provide documents, files or other forms of proof of the facts stated to be the reason for his request for removal. Only after having received sufficient proof, Catawiki may, at its discretion consult the highest bidders and remove the lot from the auction.

- 5.11 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). Users are obliged to comply with them.
- 5.12 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 Catawiki is, at its own discretion, entitled to remove a bid in a running Online Auction if it deems this necessary, e.g. in the event of possible abuse or fraud and in the event of an obvious mistake by the bidder.
- 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 Bids 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, extra time will be added to the Online Auction.
- 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.
- 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 Reserve 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 Reserve Price.

- 6.11 Except in cases in which a User acts as a Consumer and purchases a Lot from a Professional 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 Professional 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 a professional capacity, he is obliged to indicate that he is a 'private Seller'. Professional Sellers are obliged to register as such and to provide Catawiki with a valid VAT identification number or, if the Seller does not have a VAT identification number, alternative proof to the satisfaction of Catawiki that he uses the Service in carrying out a trade, business, craft or professional activities.
- 7.2 In the event that the Seller is a Professional Seller, he acknowledges and accepts that in certain cases Consumers who reside in a country within the European Economic Area will be entitled to withdraw 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 Professional Seller will be entitled, for a term of 14 days (the 'cooling-off period'), to withdraw from the purchase, without stating the reasons, on the basis of the statutory right of withdrawal 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 Professional Seller may ask the Buyer to state the reason(s) for the withdrawal, 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 withdrawal in accordance with Article 8.2, the Consumer must give notice of withdrawal within the cooling-off period using the model withdrawal 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 withdrawal on behalf of the Professional Seller. Receipt of the notification will be confirmed. Catawiki will notify the Professional Seller of the withdrawal 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 the Seller has not been paid out yet, the Purchase Price will be reimbursed to the Consumer, including any delivery costs, but only after the Professional Seller has received the Lot in original condition. In the event that the Purchase Price has already been paid out to the Professional Seller and/or in the situation referred to in Article 8.6(i), the Professional Seller will be obliged to reimburse the Purchase Price, including any delivery costs.
- 8.11 The Consumer bears the risk and the burden of proof with respect to its exercising the right to withdraw properly and in a timely manner.
- 8.12 The following products and services are excluded from the right to withdraw:
- (i) products or services in respect of which the price is linked to fluctuations in the financial market over which the Professional Seller has no control and which may occur within the withdrawal period, such as the sale of certain gemstones and precious metals and goods made out of them (such as, but not limited to, diamonds, (including jewellery with value-determining diamonds) 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 withdraw as soon as the Professional 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 for 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 Professional 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 withdraw as a result.

## **9 Payment**

- 9.1 After the Online Auction has ended, the Buyer must pay the Purchase Price and the Buyer's Commission on the basis of the payment instructions. 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 withholding taxes), duties and levies due by him. The Buyer guarantees that he does not buy the lot as part of a fake transaction, enabling him and/or third parties to transfer the entire or partial Purchase Price and launder the money involved.
- 9.2 In the event that the Buyer fails to pay the Purchase Price and the Buyer's Commission in accordance with the payment instructions, he will be in default towards Catawiki and the Seller automatically, without any notice of default ("*ingebrekestelling*") being required. As from the time at which the Buyer is in default he will owe interest at the statutory commercial interest rate.
- 9.3 Dissolution of the Contract of Sale as a result of the Buyer's failure to comply with his payment obligation will not affect the Buyer's liability to pay the Buyer's Commission.
- 9.4 In the event of dissolution as a result of the Buyer's failure to comply with his payment obligation, 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.
- 9.5 Moreover, in the event of dissolution as a result of the Buyer's failure to comply with his payment obligation, the Buyer will forfeit to Catawiki an immediately payable penalty of 15% of the Purchase Price, with a minimum of € 1,000 (one thousand euros). The penalty is not subject to (judicial) mitigation.
- 9.6 The Purchase Price will be paid out to the Seller (after deduction of the Seller's Commission) only after the Buyer has paid the Purchase Price and the Buyer's Commission and the Seller has shipped the Lot or the Lot has been picked up by the Buyer in accordance with Article 10. Payment may be suspended, 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.
- 9.7 Payment processing services on the Online Platform are provided by Stripe and are subject to the [Stripe Connected Account Agreement](#), which includes the [Stripe Terms of Service](#) (collectively, the "Stripe Services Agreement"). By selling on Catawiki, you agree to be bound by the Stripe Services Agreement, as the same may be modified by Stripe from time to time. Payment of the Sellers may depend on Sellers filling in all details required by Stripe, such as date of birth and, in the event of a Professional Seller, a company registration number. If Stripe blocks a payment in accordance with the Stripe Services Agreement, Catawiki is entitled to cancel the Purchase agreement and refund the Buyer. In those cases, Catawiki cannot be held liable or responsible for any damages related to the cancellation of the Purchase agreement.

## **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 description and 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) business days after 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, the Seller will be obliged to refund to the Buyer any excess shipping costs that the Buyer has paid.
- 10.3 The Seller is obliged to ship the lot from the address as stated in his Account. If the Seller ships the Lot from a different address, they shall indemnify and hold the Buyer harmless from any costs suffered by the Buyer (such as, but not limited to, import taxes and levies) that would not have been suffered by the Buyer if the Lot had been shipped from the address stated in the Seller's Account. The Seller may only change the status of the shipment after the Seller has actually shipped the Lot or after the Buyer has actually picked up the Lot.
- 10.4 All Lots sold must be sent using Track & Trace. Furthermore, we strongly recommend using registered and/or insured transport. The Seller will bear the risk of damage to and/or loss of the Lots during shipment.
- 10.5 The address that the Buyer has indicated will be deemed the delivery location.
- 10.6 Catawiki is entitled to deem the signature for receipt and/or Track & Trace delivery confirmation at the delivery location to be proof of receipt by the Buyer. The Seller accepts that Catawiki is entitled not to accept any other proof of receipt. This provision does not in itself grant any rights to the Seller. If a Lot does not arrive properly, the Buyer and Seller are obliged to cooperate in an investigation by the transport agency in the event they fail to reach a solution amongst themselves. A running investigation does not prejudice the right of Catawiki to decide whether the Purchase Price will be refunded to the Buyer or will be paid on to the Seller in accordance with Article 10.14.
- 10.7 In the event that the Seller fails to properly, completely and timely comply with his obligation to deliver on the ground of this Article 10, even after he has been given proper notice of default ("*ingebrekestelling*"), the Seller will be in default and the Buyer will be entitled to dissolve ("*ontbinden*") the Contract of Sale. Without being obliged to do so, Catawiki may send the notice of default ("*ingebrekestelling*") and the notice of dissolution ("*ontbindingsverklaring*") 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, not Catawiki, will be obliged to reimburse the Buyer with any Purchase Price that it has already received.
- 10.8 Dissolution of the Contract of Sale as a result of the Seller's failure to comply with his obligation to deliver (which includes, but is not limited to, failure to deliver a Lot in accordance with the lot description) will not affect the Seller's liability to pay the Seller's Commission. In such event 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. Moreover the Seller will forfeit to Catawiki an immediately payable penalty of 15% of the Purchase Price, with a minimum of € 1,000 (one thousand euros). The penalty is not subject to (judicial) mitigation.
- 10.9 Catawiki will be entitled to set off the amount referred to in Article 10.8 against any Purchase Price to be paid out to the Seller.
- 10.10 The Buyer will be obliged to accept delivery or agree on pick-up of the Lot within the term stipulated on the Online Platform. In the event that no term is indicated or agreed, the Buyer will be obliged to accept delivery of or pick-up 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).
- 10.11 In the event that the Contract of Sale is dissolved ("*ontbonden*") due to the Buyer's failure

to comply with his obligations to accept and cooperate with delivery or pick-up, that will not affect the Buyer's liability to pay the Buyer's Commission. In such event, 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. Moreover, the Buyer will forfeit to Catawiki an immediately payable penalty of 15% of the Purchase Price, with a minimum of € 1,000 (one thousand euros). The penalty is not subject to (judicial) mitigation.

- 10.12 Catawiki will be entitled to set off the amount referred to in Article 10.11 against the Purchase Price to be refunded to the Buyer.
- 10.13 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.
- 10.14 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 is still in possession of the Purchase Price, the Seller and the Buyer hereby accept that Catawiki will have the final say and may 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 so 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 - including but not limited to - in respect of his activities with regard to the bidding on, offering, purchasing and selling of Lots via the Online Platform.
- 11.4 In using the Service, the User guarantees that he:
- (i) Will not circumvent or manipulate the Online Platform and the payment process, such as by directly contacting other Users or third parties to conclude a purchase agreement outside of Catawiki. On breach of this provision all Users involved in such circumvention or manipulation are severally liable for 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 if the Lot has been sold;
  - (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.
- 11.5 The User owes an immediately payable penalty of € 1,000 (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.
- 11.6 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 User Material**

- 12.1 The User retains all Intellectual Property Rights to his User Material, but hereby grants Catawiki a free, unencumbered, global, non-exclusive, perpetual and irrevocable 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.
- 12.2 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), (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.
- 12.3 The User hereby waives his moral rights to User Material, in so far as applicable and in so far as possible.
- 12.4 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.
- 12.5 The User understands and accepts that Catawiki is under no obligation to check or (re)view User Material of other Users. Catawiki has no knowledge of the contents of such User Material and is therefore not responsible and/or accountable therefor.
- 12.6 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 file a notice.
- 12.7 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 remedies and Catawiki retains the right to take other (legal) measures, including - but not limited to - providing the User's personal data to third parties.

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

- 13.1 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 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 resulting from the (temporary) inaccessibility or (interim) failure of the Service and/or the Online Platform.
- 13.2 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 (temporarily) out of operation 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.

#### **14 Intellectual Property Rights**

- 14.1 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.
- 14.2 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.
- 14.3 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 therefor.
- 14.4 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).
- 14.5 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.
- 14.6 It is not permitted to remove, hide or change notices or statements with regard to Intellectual Property Rights or to make them illegible.
- 14.7 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.

#### **15 Resale royalties**

- 15.1 If a Lot is an original artwork, resale royalties may be due to the artist pursuant to applicable copyright legislation. In those cases, the Buyer shall bear the cost of the resale royalty, regardless of whether the Buyer is an art market professional or not. Hence, the Buyer shall either pay the resale royalty directly to the artist or the artist's representative or, upon first request, shall reimburse the party that has paid the resale royalty to the artist or the artist's representative. Such reimbursement shall include the full resale royalty and any related costs, expenses, levies or taxes.

#### **16 Database**

- 16.1 The collection of (personal) data of Users, including User Material and Information, that is collected by Catawiki and displayed on the Online Platform is a legally protected database.

Catawiki is the producer of the database and therefore has the exclusive right to grant permission for i) the extraction or re-utilization of the entirety or a substantial part, from a quantitative and/or qualitative point of view, of the contents of the database and ii) the repeated and systematic extraction or re-utilization of non-substantial parts, from a quantitative and/or 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.

## **17 Notice of alleged unlawful material**

- 17.1 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 notice, under the conditions indicated below.
- 17.2 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](#).
- 17.3 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 notice or the legitimacy of the evidence submitted or if a balancing of interests does not require such 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.
- 17.4 Prior to removal of any alleged unlawful User Material, Catawiki may request and the notifying party shall provide, additional information substantiating that the notifying party is indeed the rightsholder, and Catawiki may request and the notifying party shall provide, a signed copy of an indemnification declaration for Catawiki.
- 17.5 Catawiki will in no way be a party to a dispute between the User and any third party that makes a notice.
- 17.6 If the User makes a notice, 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.
- 17.7 Catawiki respects and protects the privacy of the parties making a notice. All personal information provided to it in the context of a notice will always be handled confidentially and will only be used to handle the notice.

## **18 Privacy**

- 18.1 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 applicable laws and regulations.
- 18.2 In accordance with the [Catawiki Privacy Policy](#), Catawiki may provide Users with certain personal data of other Users. The User who receives personal data of another User guarantees to only process such data for the performance of his obligations or to pursue any right or remedy under or arising from the Contract of Sale. Without permission from the User in question, personal data may not be used in a commercial way, for instance sending unsolicited communications or approaching him for such.
- 18.3 Both Catawiki and the User receiving personal data are considered separate and independent data controllers of the User's personal data under applicable data protection laws and regulations. The User receiving personal data of another User will process such data in accordance with applicable (data protection) laws and regulations.

- 18.4 If Catawiki and a User are found to be joint data controllers of the relevant personal data, and if Catawiki is sued, fined, or otherwise incurs damages for any shortcoming that can be attributed to that User, the User agrees to indemnify Catawiki for those damages.
- 18.5 Catawiki cannot be held responsible for the accuracy of a User's personal data provided to another User.
- 18.6 The User is liable towards Catawiki for, and fully indemnifies Catawiki against, all damage and costs Catawiki suffers or incurs as a result of a breach of this Article by the User.

## **19 Liability**

- 19.1 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.
- 19.2 Catawiki accepts no liability for any use of services, products, applications or websites made available by a Third Party Services Provider, such as shipping and payment services and/or any issues between a User and any Third Party Service Provider. It is a User's responsibility to read the terms and conditions and/or privacy policies of such Third Party Services Providers before using them.
- 19.3 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.
- 19.4 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 21.
- 19.5 Insofar 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.
- 19.6 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 (five hundred euros).
- 19.7 This limitation of liability does not intend to exclude the liability of Catawiki for gross negligence or willful misconduct of Catawiki itself ("own actions") and/or its management.
- 19.8 A condition for any right to compensation to arise is always that the User reports the damage to Catawiki in writing as soon as possible after first appearance of the damage. Each claim for compensation against Catawiki expires by the mere lapse of twelve months after first appearance of the damage.
- 19.9 This Article also covers all companies affiliated with Catawiki as well as its management, directors, employees, representatives and legal successors.

## **20 Guarantees and indemnifications**

- 20.1 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 failure to perform 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.
- 20.2 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.
- 20.3 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.
- 20.4 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.

## **21 Term and termination**

- 21.1 The User has the right to discontinue his use of the Service and to delete his Account at any time. Catawiki has the right to refuse deletion of his Account if the User still needs to perform certain obligations (such as payment or delivery obligations) towards Catawiki or other Users or in the event there is a chance any complaints related to recently sold Lots may still arise.
- 21.2 If the User acts in conflict with these Terms and Conditions, Catawiki is entitled, in addition to any 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 therefore.

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

- 22.1 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 law.
- 22.2 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.
- 22.3 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.
- 22.4 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.
- 22.5 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 21.
- 22.6 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.

## **23 Contact**



23.1 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.  
Overcingellaan 5  
9401 LA Assen  
The Netherlands  
T - + 44 20 3856 4102

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