



SHIRT CIRCLE

C2C marketplace for match-worn, signed and collectible football shirts

AUTHENTICITY & EVIDENCE POLICY

Authenticity claims, evidence and the assessment of authenticity disputes

Issuing party	Shirt Circle VOF
Chamber of Commerce no.	42075122
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Governing language	Dutch (Nederlands); the Dutch version prevails in the event of interpretation issues
Change since 1.1	New Articles 1.3 (scope in relation to Collection Items) and 4.3 (dispute procedure applies solely to Listings); Articles 3.1 and 3.4 extended with base types (Player, Fan, Vintage, Retro, Training/pre-match) and with the visibility of evidence in respect of Collection Items

About this document

This is the English publication version of the Shirt Circle Authenticity & Evidence Policy. It describes how Shirt Circle deals with authenticity claims, the display of evidence and the assessment of authenticity disputes. In the event of any discrepancy or difference in interpretation between the English and Dutch versions, the Dutch version prevails. Version 1.2 clarifies the scope in relation to Collection Items (Article 5A of the Terms and Conditions), adds the five base types (Player, Fan, Vintage, Retro and Training/pre-match version) to the stated characteristics, extends the visibility rule for supporting evidence to Collection Items, and makes it explicit that the dispute procedure applies solely between Buyer and Seller in the context of a Purchase Agreement. The entity details will be updated after the conversion of Shirt Circle VOF into a private limited company (B.V.).

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Article 1. Introduction and scope

- 1.1 This Authenticity & Evidence Policy (hereinafter: this Policy) describes how Shirt Circle deals with authenticity claims, the display of evidence and the assessment of authenticity disputes. This Policy forms part of the Terms and Conditions and must be read in conjunction therewith, together with the Buyer Protection Policy, the Seller Policy and the Marketplace Protection Policy.
- 1.2 Capitalised terms have the meaning given to them in the Terms and Conditions, unless otherwise defined below.
- 1.3 This Policy covers Authenticity Claims made by the Seller in a Listing and, in respect of the display of claims and evidence (Article 3), in a Collection Item within the meaning of Article 5A of the Terms and Conditions. Articles 4 through 11 (burden of proof, authenticity dispute, authenticity window, evidence submission, assessment, outcomes and escalation) apply solely to Listings. No Purchase Agreement is concluded in respect of a Collection Item; no authenticity dispute within the meaning of this Policy can arise.

Article 2. Core principle: Shirt Circle is not an authenticator

- 2.1 Shirt Circle is an intermediary and not an authenticator, appraiser or inspection body. Shirt Circle displays information and supporting evidence provided by Sellers, but does not verify, check, certify or guarantee the authenticity of any item.
- 2.2 Every Authenticity Claim is a statement of the Seller and not a statement or guarantee of Shirt Circle. Shirt Circle enforces the claim as a contractual condition between Buyer and Seller, but does not warrant its accuracy.

Why this distinction exists

Certifying authenticity would expose a platform to unlimited liability and to a guarantee that cannot be honestly delivered. By treating authenticity as a Seller's claim which is displayed and enforced (and not as a platform seal), Shirt Circle protects Buyers against unfounded claims without becoming an authenticator itself.

Article 3. Authenticity claims and how they are displayed

- 3.1 In a Listing or in a Collection Item, the Seller may state authenticity and provenance characteristics — such as that a shirt is match-worn, match-issued or signed, and such as that a shirt belongs to one of the base types Player version, Fan version, Vintage release, Retro remake or Training/pre-match version. The Seller may add supporting evidence such as a certificate of authenticity (COA), a photo match or provenance details.
- 3.2 The characteristics and evidence provided by the Seller are displayed on the Platform as information provided by the Seller. They expressly do not constitute an authenticity seal, a verification or a guarantee by Shirt Circle.
- 3.3 The accompanying labels and text on the Platform are designed to make clear that the information originates from the Seller and to avoid creating the impression that Shirt Circle has established or certified authenticity.
- 3.4 Supporting evidence (such as photographs of a certificate) is displayed, in respect of both a Listing and a Collection Item, only to logged-in Users, to the extent reasonable for the assessment of the offer or of the Collection Item. The Platform retains the original Listing and Collection Item images and the submitted supporting evidence as a reference in the event of a dispute or moderation.

Article 4. Burden of proof in authenticity matters

- 4.1 The burden of proof for an Authenticity Claim rests on the Seller. The Seller only makes Authenticity Claims that it can substantiate on request.
- 4.2 In the event of an authenticity dispute, the Seller must substantiate the claim made. If the Seller does not succeed in doing so, the Buyer's report is upheld and treated as a misrepresentation (SNAD).
- 4.3 Articles 5 through 11 (authenticity dispute, authenticity window, evidence submission, assessment, outcomes and escalation) apply solely to Listings, because an authenticity dispute within the meaning of this Policy only arises between Buyer and Seller in the context of a Purchase Agreement. In respect of Collection Items, a third party who considers itself harmed (for example, a rights holder) may submit a notice via the notice mechanism in Article 12 of the Terms and Conditions; the Enforcement Policy applies to such notices.

Article 5. What is assessed in an authenticity dispute

- 5.1 In an authenticity dispute, the reviewer assesses whether the Seller has sufficiently substantiated the claim made, and not whether the item is genuine in an absolute sense. Shirt Circle does not thereby act as a certifying body.
- 5.2 The assessment is made on the balance of probabilities, on the basis of the evidence submitted by both parties and the original Listing data.
- 5.3 The distinction between “substantiating a claim” and “guaranteeing authenticity” is material: an upheld authenticity report leads to a refund to the Buyer, without Shirt Circle thereby expressing an opinion on absolute authenticity or providing a guarantee of authenticity.

Article 6. The authenticity window

- 6.1 An authenticity report can be filed up to 7 days after the Buyer's confirmation of receipt. Other SNAD grounds and the INR ground follow the deadlines set out in the Buyer Protection Policy.
- 6.2 For transactions of €1,000 or more (grail), the funds remain held during this authenticity window, so that an authenticity report within that period is covered without any need for clawback. For transactions below €1,000, payout may already have taken place; an upheld authenticity report is then settled via clawback or the reserve (see the Marketplace Protection Policy).

Authenticity window

7 days after confirmation of receipt. For grail transactions ($\geq$ €1,000), the funds remain held during this window.

Article 7. Evidence that the Buyer may submit

- 7.1 In support of an authenticity or SNAD report, the Buyer may submit, among other things:
 - time-stamped photographs and video of the item received (an unboxing video is strongly recommended);
 - photographs of the packaging and the shipping label;
 - a specific comparison of the deviation with the photographs and description in the Listing;
 - opinions of an independent expert, verification of a certificate or a photo-match analysis;
 - a side-by-side comparison with the original Listing photographs;
 - any anomalies in the track-and-trace and relevant message history.

Article 8. Evidence that the Seller may submit

8.1 In support of the Authenticity Claim or by way of defence, the Seller may submit, among other things:

- the original Listing (the agreement's content);
- pack-out photographs and video (mandatory from €250, see the Seller Policy);
- a certificate of authenticity (COA), provenance or purchase history and a photo match;
- proof of shipment, track-and-trace and, from €250, proof of delivery with signature;
- unique features, such as stitching of the printing, serial numbers and distinctive wear;
- relevant message history.

Article 9. Assessment framework and identification of the item

- 9.1 The assessment follows a fixed framework with the Listing as the starting point, within a response time of 5 business days after closure of the evidence window. During the procedure, the funds remain held.
- 9.2 The Platform compares a disputed or returned item with the original Listing photographs and with unique features (such as stitching of the printing, serial numbers and distinctive wear), in order to establish that it is the same item and to counter substitution (return swap).
- 9.3 The reviewer weighs the risk of forged or selectively edited evidence. Time stamps, a preference for unedited (continuous) video, comparison with unique features and the Platform's own image archive serve as safeguards.

Article 10. Outcomes

- 10.1 If the Seller sufficiently substantiates the Authenticity Claim, the report is rejected and Release may take place.
- 10.2 If the Seller does not substantiate the claim, the report is upheld (SNAD). The Buyer is refunded in full, including the Buyer's Premium, after return and verification of the item, save in the case of confirmed counterfeit.
- 10.3 In the case of confirmed counterfeit, the counterfeit route applies: the Buyer is refunded, the Seller forfeits the payment and may be excluded in accordance with the Enforcement Policy, and instead of an ordinary return, proof of surrender or destruction may be required. The precise settlement is subject to applicable law (see the Seller Policy and the Marketplace Protection Policy).

Article 11. Third-party experts and escalation

- 11.1 For disputed high-value items, Shirt Circle may engage an independent third-party expert or ask the parties to provide an opinion from a recognised third party. Engaging a third-party expert does not affect the principle that Shirt Circle does not itself certify.
- 11.2 The opinion of a third-party expert is evidence weighed by the reviewer; it does not bind Shirt Circle and does not replace the statutory rights of the parties.

Article 12. No guarantee and liability

- 12.1** Nothing in this Policy, on the Platform or in the displayed characteristics and evidence constitutes a guarantee or statement by Shirt Circle as to the authenticity, provenance or value of an item. This applies both to Listings and to Collection Items.
- 12.2** Support in authenticity disputes is a contractual facility offered by Shirt Circle and is not an authenticity guarantee and not insurance. The liability of Shirt Circle is set out in the Terms and Conditions.
- 12.3** This Policy does not affect the mandatory rights of the Buyer as a consumer vis-à-vis a Seller acting as a Trader.

Article 13. Amendments and contact

- 13.1** Shirt Circle may amend this Policy. Material amendments will be announced in accordance with the Terms and Conditions. Questions can be addressed to info@shirtcircle.eu.

— *End of Authenticity & Evidence Policy* —