SHIRT CIRCLE

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

BUYER PROTECTION POLICY

Buyer protection for transactions on the Shirt Circle platform

Issuing party	Shirt Circle VOF
Chamber of Commerce no.	42075122
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Article 1. Introduction and scope

1.1 This Buyer Protection Policy (hereinafter: this Policy) describes the protection that Shirt Circle offers Buyers in respect of transactions concluded and paid via the Platform. This Policy forms part of the Terms and Conditions and must be read in conjunction with them and with the Marketplace Protection Policy.

1.2 The protection applies solely to transactions that are concluded entirely via the Platform and paid via the Payment Service Provider. Transactions or payments taking place outside the Platform do not fall under this Policy.

1.3 This Policy is a contractual facility offered by Shirt Circle. It is **not insurance and not a guarantee of the authenticity** of any item. The statutory rights of the Buyer as a consumer vis-à-vis a Seller acting as a Trader remain fully in force (Article 11).

1.4 Capitalised terms have the meaning given to them in the Terms and Conditions, unless otherwise defined below.

Article 2. Core principles of buyer protection

2.1 Buyer protection rests on three principles:

a) **The Listing determines what has been sold.** The Listing constitutes an offer within the meaning of Article 6:217 of the Dutch Civil Code; upon its acceptance, the Purchase Agreement is concluded, the content of which is determined by the Listing. The photographs, description and stated condition in the Listing determine what has been purchased; a report is assessed against them.

b) **Funds are held until delivery has been established.** The payment is held by the Payment Service Provider and is only released to the Seller once delivery has been confirmed and the protection period has expired (or the Buyer confirms receipt).

c) **Protection against objective shortcomings.** The protection covers non-receipt or a material deviation of the item, not a change of mind.

Article 3. What is protected

3.1 Within the time limits set out below, the Buyer can file a report on two grounds:

a) **Item Not Received (INR):** the paid item has not been delivered to the Buyer.

b) **Significantly Not As Described (SNAD):** the item received deviates materially from the Listing, including a disputed authenticity claim (Article 7).

3.2 If an INR or SNAD report is upheld, the Buyer receives a full refund, including the Buyer's Premium and the VAT paid on it. Shirt Circle does not retain the Buyer's Premium on a transaction that has been found invalid.

Article 4. What is not protected

4.1 This Policy does not offer protection for:

- a change of mind or no longer wanting the item (buyer's remorse), without prejudice to a statutory right of withdrawal vis-à-vis a Trader (Article 11);
- dissatisfaction with the size where the correct size was stated in the Listing;
- normal, disclosed or inherent signs of use of a match-worn shirt;
- minor colour differences due to image rendering and insignificant cosmetic imperfections;
- late delivery which in itself does not amount to non-conformity;

- transactions concluded or paid outside the Platform.

Article 5. Protection of the payment (held funds)

5.1 The Buyer's payment is held by or through the Payment Service Provider and does not come under the control of Shirt Circle or its directors. The operation of this arrangement is described in the SCT Held-Funds Model.

5.2 The item price due to the Seller is only released after delivery has been established and the protection period has expired, or after the Buyer confirms receipt. Lost, undelivered, returned or disputed orders are not released.

Article 6. Protection period, confirmation and authenticity window

6.1 After confirmed delivery, a protection period of 48 hours applies within which the Buyer can file an INR or SNAD report before release takes place.

6.2 If the Buyer confirms receipt, the INR ground is closed immediately. After confirmation, only an authenticity window of 7 days remains open, during which the Buyer can still file an authenticity report (Article 7).

6.3 Confirmation of receipt is voluntary and accelerates the settlement. It does not constitute a waiver of the authenticity window, nor of mandatory consumer rights or the right to address the payment service provider or card issuer.

> **Time limits at a glance**
> Protection period: **48 hours after confirmed delivery.** Authenticity window: **7 days after confirmation of receipt.** Response time on a report: **5 business days after closure of the evidence window.**

Article 7. Item Not Received (INR)

7.1 If a paid item has not been delivered, the Buyer can file an INR report. An INR report does not require a return, because nothing has been received.

7.2 The track-and-trace generated by the Platform is decisive for the assessment. In the absence of valid proof of delivery, the Buyer is refunded as a rule. If valid proof of delivery with signature exists (required from €250) while the Buyer claims not to have received anything, further investigation is carried out.

7.3 In case of a lost parcel, Article 9 applies.

Article 8. Significantly Not As Described (SNAD)

8.1 A SNAD report is upheld where the delivered item deviates materially from the Listing in identity, authenticity, provenance, components or condition. The test is whether a reasonable collector, aware of the deviation, would not have purchased the item or would only have done so at a materially lower price.

8.2 Examples qualifying as SNAD

- counterfeit or replica sold as original;
- a forged signature, or a missing or false certificate of authenticity where one was promised;
- the wrong player, club, season or size;
- replica or aftermarket badges or printing sold as original;
- an incorrect photo match or incorrect provenance;

- undisclosed holes, stains, repairs, restorations, restitching or significant discolouration;
- an item that deviates materially from the photographs in the Listing.

8.3 Examples not qualifying as SNAD

- disclosed or inherent signs of use of a match-worn shirt (minor pulls, light wear, slight fading);
- buyer's remorse or size dissatisfaction where the correct size was stated;
- minor colour differences due to image rendering and insignificant cosmetic imperfections;
- late delivery.

8.4 In the event of an upheld SNAD report, return before refund applies (Article 10), save in the case of confirmed counterfeit.

Article 9. Lost parcel

9.1 If a parcel is lost in transit (no delivery scan within the applicable period, or the carrier confirms the loss), the Buyer is refunded in full, including the Buyer's Premium.

9.2 The refund to the Buyer comes out of the held funds. The Buyer does not have to concern themselves with the settlement between Shirt Circle, the carrier and the insurer; that settlement is independent of the refund to the Buyer.

Article 10. Returns

10.1 In the event of an upheld SNAD report where the item has physically reached the Buyer, return before refund applies. The refund is processed after the item has been received and verified, and not merely upon the creation of a return label.

10.2 If the SNAD is the result of a misrepresentation by the Seller, the Seller bears the costs of the return shipment.

10.3 In the event of confirmed counterfeit, a separate route applies: instead of an ordinary return, proof of surrender or destruction may be required; the Buyer is refunded. This route is further elaborated in the Seller Policy and the Marketplace Protection Policy.

10.4 The Buyer must ship a return using the traceable shipping method provided by the Platform. The item returned must be the same item as the one received; a different, empty or other item is treated as abuse (Article 13).

Article 11. Statutory rights and Traders

11.1 This Policy does not affect the mandatory rights of the Buyer as a consumer.

11.2 If the Seller acts as a Trader and the Buyer as a consumer, the Buyer has the statutory rights arising from consumer law, including the **statutory right of withdrawal (cooling-off period) for distance contracts**. This right exists alongside and independently of the protection under this Policy and therefore cannot be restricted.

11.3 Which Sellers qualify as Traders and how the right of withdrawal is facilitated is described in the DSA Trader Flow. Traders are recognisable as such on the Platform.

11.4 In sales between two private individuals no statutory right of withdrawal exists; in that case only the protection under this Policy applies.

Article 12. Filing a report and the dispute procedure

12.1 A report is filed via the facility provided on the Platform for that purpose, within the applicable time limit (Article 6). The Buyer describes the ground and links the deviation to the Listing.

12.2 After the report is opened, both parties are given the opportunity to submit evidence. Following closure of the evidence window, the reviewer takes a reasoned decision within 5 business days. During the procedure, the funds remain held; no automatic payout to the Seller takes place.

12.3 The assessment follows a fixed framework with the Listing as the starting point and applies the balance of probabilities standard. The decision is recorded and provided to both parties with a statement of reasons, in line with the DSA.

12.4 If the reviewer cannot decide within the deadline, a one-off extension applies with notice to both parties, or assessment by a designated substitute. If a decision remains outstanding, the buyer-protective default applies: the funds remain held and no automatic payout to the Seller takes place.

Article 13. Evidence and abuse

13.1 The Buyer may, among other things, submit the following evidence:

- 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;
- for authenticity: third-party opinions, verification of a certificate or a photo-match analysis;
- relevant message history.

13.2 Abuse of buyer protection is not tolerated. This includes wrongly reporting non-receipt despite delivery, returning a different item (return swap), selectively editing or falsifying evidence, and putting the Seller under pressure. Abuse may lead to rejection of the report and to measures under the Terms and Conditions and the Enforcement Policy, including restriction or termination of the account.

Article 14. Relationship with the payment service provider and chargebacks

14.1 The protection under this Policy is independent of the rights of the Buyer vis-à-vis its card issuer or payment service provider, including the right to dispute a payment (chargeback). We ask the Buyer to first report a dispute via the Platform so that it can be resolved within the procedure described here.

Article 15. Amendments, thresholds and contact

15.1 The amounts and thresholds referred to in this Policy (including the signature threshold of €250 and the grail threshold of €1,000) may be adjusted by Shirt Circle. Material amendments will be announced in accordance with the Terms and Conditions.

15.2 Questions about this Policy can be addressed to info@shirtcircle.eu.

— End of Buyer Protection Policy —