



SHIRT CIRCLE

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

DSA TRADER FLOW

Trader status, traceability and facilitation of consumer rights

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Article 1. Purpose and scope

- 1.1 This document describes the DSA Trader Flow: the way in which Shirt Circle determines whether a Seller acts as a Trader, which data of Traders are collected and verified, and how the statutory rights of consumers (including the right of withdrawal) are facilitated where a consumer concludes a distance contract with a Trader.
- 1.2 This document implements the obligations for online platforms allowing consumers to conclude distance contracts with Traders, in particular the traceability of Traders under Regulation (EU) 2022/2065 (DSA) and consumer law. It forms part of the Terms and Conditions and must be read in conjunction with them, the Buyer Protection Policy, the Seller Policy and the Enforcement Policy.
- 1.3 Capitalised terms have the meaning given to them in the Terms and Conditions.

Article 2. Background

- 2.1 The Platform is primarily intended for sales between private individuals (C2C), where no statutory right of withdrawal exists. However, where a Seller acts as a Trader and the Buyer as a consumer, the mandatory provisions of consumer law apply and the Platform must comply with additional obligations.
- 2.2 The rule applied in the Marketplace Protection Policy that buyer's remorse is not supported **cannot set aside the statutory right of withdrawal vis-à-vis a Trader**. This flow ensures that this right is recognised and facilitated where applicable.

Article 3. When a Seller is a Trader

- 3.1 A Seller is qualified as a Trader where the Seller acts in the course of a trade, business, craft or profession. Indicators include:
 - offering items on a structural basis, with a profit motive or with a certain regularity and volume;
 - registration in a commercial register or holding a VAT number;
 - offering predominantly new or specifically purchased-for-resale stock;
 - a professional presentation or business-like organisation of the offer.
- 3.2 None of these indicators is decisive in isolation; the assessment is based on all facts and circumstances viewed together. The threshold is an open norm which, in case of doubt, is applied cautiously (in favour of consumer protection).

Article 4. Determining Trader status

- 4.1 Trader status is determined on the basis of (a) a self-declaration by the Seller upon registration or upon reaching certain activity thresholds, (b) objective signals from the use of the Platform (such as volume and regularity), and (c) verification data provided by the Seller.
- 4.2 The Seller is obliged to provide accurate information about its status and to notify changes. Shirt Circle may request a Seller to register as a Trader where signals so warrant, and may restrict the ability to offer while the required data are missing.
- 4.3 Shirt Circle reassesses the status periodically and where circumstances warrant.

Article 5. Trader data (traceability)

5.1 From a Seller acting as a Trader, Shirt Circle collects and, where possible, verifies at least the following data before the Trader may use the Platform for sales to consumers:

- name, address, telephone number and e-mail address;
- an identification document or, as the case may be, the commercial register number;
- the bank account or payment details for payout (via the Payment Service Provider);
- where applicable, the VAT number;
- a declaration that the Trader only offers items that comply with applicable regulations.

5.2 Shirt Circle uses its best efforts to assess these data for reliability against freely accessible sources and the verification carried out by the Payment Service Provider. If the data prove inaccurate or incomplete and this is not remedied, Shirt Circle may restrict or terminate the offering in accordance with the Enforcement Policy.

5.3 These data are processed in accordance with the Privacy Policy and may overlap with the data collected and reported under DAC7 (Article 8).

Article 6. Visibility and consumer information

6.1 A Seller acting as a Trader is recognisable as such on the Platform. In its Listings, the trader information and consumer information required by law are displayed or made accessible.

6.2 The Platform is set up in such a way that the Trader can comply with its statutory information obligations vis-à-vis the consumer, including information on the right of withdrawal, the price (including the Buyer's Premium), and the identity and contact details of the Trader.

Article 7. Right of withdrawal

7.1 Where a consumer concludes a distance contract with a Trader, the consumer has a **statutory right of withdrawal (cooling-off period)**, in principle for a period of 14 days, subject to the statutory exceptions. This right exists alongside and independently of the protection under the Buyer Protection Policy and therefore cannot be restricted.

7.2 The Platform facilitates the exercise of the right of withdrawal by the consumer, including by making the period and the manner of withdrawal known. The settlement of a withdrawal (return and refund) is carried out in accordance with the statutory rules and, insofar as applicable, the Platform's cash flow.

7.3 The Trader remains responsible vis-à-vis the consumer for the fulfilment of the statutory obligations associated with the right of withdrawal, including timely refund. In sales between two private individuals no right of withdrawal exists.

Relationship with “no buyer's remorse”

The rule that buyer's remorse is not supported applies in full between private individuals. Where the Seller acts as a Trader, the consumer's statutory right of withdrawal prevails over that rule.

Article 8. Interplay with DAC7

8.1 In addition to the traceability obligations under the DSA, Shirt Circle is subject to a reporting obligation under DAC7. The data required for that purpose from reportable Sellers are collected, verified and reported annually to the Dutch Tax Administration. If these data are not provided, Shirt Circle may suspend payouts or restrict the account in accordance with the Enforcement Policy. See the Seller Policy, the Privacy Policy and the internal DAC7 Process Document.

Article 9. Compliance and enforcement

- 9.1** Shirt Circle takes appropriate measures to promote compliance by Traders with their statutory obligations and, in the event of non-compliance, may restrict the offering, remove a Listing or suspend or terminate the account, with due observance of the DSA and while providing a reasoned explanation (statement of reasons). Which measure is imposed for which violation is laid down in the Enforcement Policy.
- 9.2** The Trader indemnifies Shirt Circle against claims arising from non-compliance with its statutory obligations vis-à-vis consumers.

Article 10. Amendments and contact

- 10.1** Shirt Circle may amend this flow, including in order to continue to comply with amended regulations. Material amendments will be announced in accordance with the Terms and Conditions. Questions can be addressed to info@shirtcircle.eu.

— End of DSA Trader Flow —