



SHIRT CIRCLE

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

DSA TRADER FLOW

When a Seller is a Trader, traceability and the consumer's right of withdrawal

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About this document

This is the English publication version of the Shirt Circle DSA Trader Flow. It describes 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. In the event of any discrepancy or difference in interpretation between the English and Dutch versions, the Dutch version prevails. Version 1.1 clarifies that the publication of Collection Items (Article 5A of the Terms and Conditions) is not counted towards the Trader indicator (Article 3.3) or towards the DAC7 reporting obligations (Article 8.2). 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. 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 when a consumer concludes a distance contract with a Trader.
- 1.2** This document implements the obligations for online platforms enabling 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 and with 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. If, however, 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 override the statutory right of withdrawal vis-à-vis a Trader. This flow ensures that this right is recognised and facilitated where it applies.

Article 3. When a Seller is a Trader

- 3.1** A Seller is regarded as a Trader if he or she acts in the course of a trade, business, craft or profession. Indicators include:
- offering items structurally, 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 offering.
- 3.2** None of these indicators is decisive in itself; the assessment is made on the basis of the facts and circumstances taken together. The threshold is an open standard applied cautiously in cases of doubt (in favour of consumer protection).
- 3.3** The publication of Collection Items within the meaning of Article 5A of the Terms and Conditions does not constitute an “offering of items” within the meaning of these indicators and is not taken into account when assessing whether a Seller qualifies as a Trader. Only Listings are taken into account in that assessment.

Article 4. Determination of 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 of Listings), and (c) verification data supplied by the Seller.
- 4.2** The Seller is required to provide accurate information about its status and to notify changes. Shirt Circle may request a Seller to register as a Trader when signals so indicate, and may restrict the ability to offer items while the required data are missing.

4.3 Shirt Circle re-assesses the status periodically and whenever circumstances so require.

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 is allowed to use the Platform for sales to consumers:

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

5.2 Shirt Circle uses reasonable efforts to assess the reliability of these data on the basis of freely accessible sources and the verification by the Payment Service Provider. If the data prove to be incorrect or incomplete and this is not remedied, Shirt Circle may restrict or terminate the ability to offer items 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. Recognisability and consumer information

6.1 A Seller acting as a Trader is recognisable as such on the Platform. Alongside their Listings, the statutorily required trader details and consumer information are displayed or made accessible.

6.2 The Platform is set up so that the Trader can comply with its statutory information obligations vis-à-vis the consumer, including information about 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 If a consumer concludes a distance contract with a Trader, the consumer has a statutory right of withdrawal (cooling-off period), in principle for 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 making clear the period and the manner of withdrawal. The settlement of a withdrawal (return and refund) takes place in accordance with the statutory rules and, where applicable, the Platform's cash flow.

7.3 The Trader remains responsible vis-à-vis the consumer for compliance with the statutory obligations relating to 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. If the Seller acts as a Trader, the statutory right of withdrawal of the consumer prevails over that rule.

Article 8. Interplay with DAC7

8.1 In addition to the traceability obligations under the DSA, Shirt Circle has a reporting obligation under DAC7. The data of reportable Sellers necessary for that reporting are collected, verified and

reported annually to the Dutch Tax Administration. If these data are not provided, Shirt Circle may suspend payout or restrict the account in accordance with the Enforcement Policy. See the Seller Policy, the Privacy Policy and the internal DAC7 Process document.

- 8.2** The publication of Collection Items (Article 5A of the Terms and Conditions) does not constitute a transaction within the meaning of DAC7 and is not counted towards the reporting obligations under DAC7. Only transactions arising from Listings are counted.

Article 9. Compliance and enforcement

- 9.1** Shirt Circle takes appropriate measures to promote compliance by Traders with their statutory obligations, and may restrict the offering of items, remove a Listing or suspend or terminate the account in the event of non-compliance, with due observance of the DSA and by 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 —