



SHIRT CIRCLE

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

SELLER POLICY

Terms and protection for Sellers on the Shirt Circle platform

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Article 1. Introduction and scope

- 1.1 This Seller Policy (hereinafter: this Policy) sets out the terms, obligations and protection that apply to Sellers on the Shirt Circle platform. This Policy forms part of the Terms and Conditions and must be read in conjunction with them, the Buyer Protection Policy, the Authenticity & Evidence Policy and the Marketplace Protection Policy.
- 1.2 By offering an item on the Platform, the Seller accepts this Policy. Capitalised terms have the meaning given to them in the Terms and Conditions, unless otherwise defined below.
- 1.3 This Policy applies to both private Sellers and Sellers acting as Traders. Additional obligations apply to Traders (Article 12).

Article 2. Seller account, verification and payout set-up

- 2.1 In order to sell, the Seller must create an account, be at least 18 years of age and have the capacity to enter into legally binding agreements.
- 2.2 For payout, the Seller must activate a connected account with the Payment Service Provider (Stripe Connect) and complete the required identity and business verification (KYC). Until that verification has been completed, the Seller may list items but a Buyer cannot check out via the Platform and no payout can be made.
- 2.3 The Seller shall provide accurate and up-to-date information and shall cooperate with additional verification required by the Payment Service Provider or by law, including the data for DAC7 reporting (Article 13).

Article 3. The Listing: the Seller's responsibility

- 3.1 The Listing (photographs, description, stated condition, stated authenticity characteristics and price) 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 Listing is decisive in the assessment of disputes.
- 3.2 The Seller is fully responsible for the accuracy, completeness and lawfulness of the Listing. The Seller describes the condition of the item honestly, states all relevant defects, and makes only authenticity claims that it can substantiate.
- 3.3 The Seller warrants that it is the owner or has the power of disposal over the item offered and that the sale does not infringe the rights of third parties.
- 3.4 Photographs in the Listing must depict the actual item. The Platform retains the original Listing photographs; in a dispute these serve as the reference image (Article 10).

Article 4. Prohibited and restricted items

- 4.1 It is not permitted to offer:
 - counterfeit items, replicas or items with false, forged or misleading authenticity, signature or provenance information;
 - stolen items or items over which the Seller does not have the power of disposal;
 - items that infringe the intellectual property rights or trademark rights of third parties;
 - items the trade in which is contrary to applicable laws or regulations.

- 4.2** Replica, aftermarket or later-supplied badges, printing or patches may only be offered as such and never as original. Offering them as original is treated as a misrepresentation (SNAD) and, in the case of counterfeit, as a violation with the consequences of Article 11.4.
- 4.3** Shirt Circle is entitled to refuse, amend, deactivate or remove a Listing if there are reasonable grounds to believe that it is contrary to this Policy or applicable regulations, with due observance of the DSA and the Enforcement Policy.

Article 5. Authenticity claims

- 5.1** Every authenticity claim is a statement of the Seller. Shirt Circle displays the evidence provided by the Seller, but does not certify or guarantee authenticity.
- 5.2** The **burden of proof for an authenticity claim rests on the Seller**. In the event of an authenticity dispute, the reviewer assesses whether the Seller has sufficiently substantiated the claim made by the Seller. If the Seller cannot substantiate the claim, the Buyer's report is upheld. The manner of substantiation is described in the Authenticity & Evidence Policy.
- 5.3** The Seller indemnifies Shirt Circle against all third-party claims arising from incorrect, misleading or fraudulent authenticity claims or from the offering of counterfeit items.

Article 6. Prices, costs and payout

- 6.1** The item price stated by the Seller is the amount that the Seller receives **in full** after release. The Buyer's Premium (8% plus VAT) is charged to the Buyer and is not borne by the Seller.
- 6.2** 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 item price is released to the Seller once the conditions for release have been met.
- 6.3** Release takes place after (a) delivery has been established and the protection period of 48 hours has expired without a valid report being filed, or (b) the Buyer confirms receipt, with due observance of the value-dependent arrangement below.

6.4 Value-dependent release

Value (item price)	On confirmation by Buyer	Authenticity window
Standard (< €1,000)	Released immediately	Open for 7 days; already released
Graill (≥ €1,000)	Not yet released	Funds remain held for 7 days, then automatic release

- 6.5** For graill transactions (from €1,000), the Seller therefore waits up to 7 days after confirmation for payout, because the funds remain held during the authenticity window. For transactions below €1,000, release upon confirmation takes place immediately.
- 6.6** Lost, undelivered, returned or disputed orders are not released. In the event of an upheld report by the Buyer, no payout is made to the Seller.
- 6.7** Shirt Circle is entitled, in accordance with applicable regulations and the terms of the Payment Service Provider, to maintain a reserve to cover refunds, chargebacks and disputes, and to recover amounts unduly paid out (clawback).

Article 7. Shipping

- 7.1** The Seller ships exclusively using shipping labels generated by the Platform via Sendcloud. The Seller is not permitted to enter its own track-and-trace details or to ship outside the Platform.

- 7.2** The Seller ships within the shipping period indicated on the Platform after payment. For orders of €250 or more, shipping with signature on delivery applies.
- 7.3** For protected orders of €250 or more, the item is shipped with insurance up to the full item value (capped at €5,000), via Sendcloud Shipment Protection (XCover). The costs are charged to the Buyer as a separate shipping item and are not borne by the Seller.
- 7.4** The Seller is responsible for adequate packaging appropriate to the value and fragility of the item. Inadequate packaging is at the Seller's expense and risk (Article 9.3).

Article 8. Shipping evidence (pack-out) and dispatch documentation

- 8.1** For orders of €250 or more, **pack-out evidence is mandatory**: the Seller records the packing and the item prior to shipment on time-stamped photograph or video. Below €250, this is recommended.
- 8.2** Pack-out evidence serves a dual function: it defends the Seller against unfounded SNAD or damage reports, and it constitutes the primary evidence for an insurance claim in the event of loss or damage (Article 9). Because the Platform is the claimant of record with the insurer, this evidence is essential; if it is missing, a claim may be denied and the loss may fall on the Seller.
- 8.3** The Seller retains the pack-out evidence and the shipping data for a reasonable period after shipment.

Article 9. Seller protection and lost parcel

- 9.1** The Seller is protected, among other things, by:
- reliable tracking generated by the Platform (a Buyer cannot demonstrate false non-receipt against a valid delivery scan);
 - payout on the basis of delivery;
 - the right to submit evidence in any dispute;
 - a shift of the burden of proof to the Buyer where valid proof of delivery with signature exists;
 - pack-out evidence as a defence against SNAD and damage reports.
- 9.2** The Seller is never automatically paid out for a lost parcel. In the event of loss, the Buyer is refunded out of the held funds, and the Seller is indemnified out of the insurance payout, not out of the Buyer's money. The Platform submits the claim to that effect and pays out the item value to the Seller.
- 9.3** If an insurance claim is denied due to inadequate packaging or the absence of the mandatory pack-out evidence, the loss is borne by the Seller and not by Shirt Circle.
- 9.4** For orders below €250 without mandatory insurance, the standard cover of the carrier applies; any residual loss is settled as a limited cost item.

Article 10. Disputes, returns and counterfeit

- 10.1** Disputes are assessed on the basis of 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.
- 10.2** In the event of an upheld SNAD report, return before refund applies; the refund is processed after the item has been received and verified. If the SNAD is the result of a misrepresentation by the Seller, the Seller bears the costs of the return shipment.

- 10.3** 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 identify the item.
- 10.4** In the case of **confirmed counterfeit**, a separate route applies: the Buyer is refunded, the Seller forfeits the payment and may be excluded from the Platform (offboarding) in accordance with the Enforcement Policy. Instead of an ordinary return, proof of surrender or destruction may be required. The precise settlement is subject to applicable law and is further elaborated in the Authenticity & Evidence Policy and the Marketplace Protection Policy.

Article 11. Abuse and fraud

- 11.1** The Seller is not permitted to:
- a) bring about transactions or payments outside the Platform in order to circumvent the Buyer's Premium, the shipping or insurance arrangement or the protection;
 - b) manipulate bids or transactions, falsify or selectively edit evidence, or pressure the Buyer into confirming receipt;
 - c) artificially set prices just below a threshold to circumvent shipping, insurance or assessment requirements (this is treated as a fraud signal);
 - d) use the identity of another person or provide incorrect verification data.
- 11.2** In the event of a violation, Shirt Circle is entitled to take the measures under the Terms and Conditions and the Enforcement Policy, including holding or recovering funds, restricting, suspending or terminating the account, without prejudice to the recovery of damages.

Article 12. Sellers acting as Traders

- 12.1** If the Seller acts in the course of a trade, business, craft or profession, it is qualified as a Trader. The criteria and the procedure for this are described in the DSA Trader Flow.
- 12.2** The Trader is itself responsible for compliance with all statutory obligations incumbent on it vis-à-vis consumers, including the statutory information obligations, the right of withdrawal (cooling-off period) for distance contracts, and the statutory conformity of the item.
- 12.3** The Trader provides the trader information required by law, which is made visible on the Platform, and facilitates the right of withdrawal where applicable.
- 12.4** The Trader indemnifies Shirt Circle against all claims arising from non-compliance with its statutory obligations vis-à-vis consumers.

Article 13. Tax obligations and DAC7

- 13.1** The Seller is itself responsible for the fulfilment of its own tax obligations, including where applicable the declaration and remittance of VAT and income or corporate tax.
- 13.2** Pursuant to DAC7, Shirt Circle is obliged to collect and verify certain data of reportable Sellers and to report such data to the Dutch Tax Administration. The Seller provides the data requested for that purpose. If these are not provided, Shirt Circle may suspend payouts or restrict the account, in accordance with applicable regulations. See also the Privacy Policy.

Article 14. Termination and exclusion

- 14.1** The Seller may terminate its account, without prejudice to ongoing obligations under Purchase Agreements already concluded, ongoing shipments and ongoing disputes.

- 14.2** Shirt Circle may, with due observance of the DSA, the Enforcement Policy and reasonableness, restrict, suspend or terminate a seller account in the event of (repeated) violation of this Policy or the Terms and Conditions, in the event of abuse or fraud, in the case of confirmed counterfeit, or where required by laws or regulations. Payout, refund and indemnity obligations already arisen remain unaffected.

Article 15. Amendments, thresholds and contact

- 15.1** The amounts and thresholds referred to in this Policy (including the signature, insurance and pack-out threshold of €250 and the grail threshold of €1,000) are configurable and 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 Seller Policy —