



SHIRT CIRCLE

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

SELLER POLICY

Obligations, protection and thresholds for Sellers on the Shirt Circle platform

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Change since 1.0	New Articles 1.4 (scope in relation to Collection Items) and 3.5 (eligibility rule with base types); corrected dead cross-reference in Article 4.2 (11.4 → 10.4); additions to Articles 12.1 and 13.2 that Collection Items are not counted towards the Trader indicator or DAC7

About this document

This is the English publication version of the Shirt Circle Seller Policy. It sets out the terms, obligations and protection for Sellers on the Platform. In the event of any discrepancy or difference in interpretation between the English and Dutch versions, the Dutch version prevails. Version 1.1 expressly limits the scope of this Policy to Listings (offers), introduces the eligibility rule for base types such as Player, Fan, Vintage, Retro and Training/pre-match versions, clarifies that the publication of Collection Items (Article 5A of the Terms and Conditions) is not counted towards the Trader indicator or DAC7, and corrects a dead internal reference in Article 4.2. 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. Introduction and scope

- 1.1** This Seller Policy (hereinafter: this Policy) sets out the terms, obligations and protections that apply to Sellers on the Shirt Circle platform. This Policy forms part of the Terms and Conditions and must be read in conjunction therewith, together with the Buyer Protection Policy, the Authenticity & Evidence Policy, the Marketplace Protection Policy and the Packing Guidelines.
- 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).
- 1.4** This Policy applies solely to the offering of items (Listings) on the Platform. The publication of Collection Items by a User is governed by Article 5A of the Terms and Conditions and falls outside the scope of this Policy; Articles 4 (prohibited and restricted items) and 5 (authenticity claims) apply mutatis mutandis to Collection Items to the extent that this follows from Article 5A.3 of the Terms and Conditions.

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

- 2.1** To be able 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 is completed, the Seller may offer items but a Buyer cannot check out the item via the Platform and no payout can take place.
- 2.3** The Seller provides accurate and up-to-date information and cooperates with additional verification required by the Payment Service Provider or the 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 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, mentions all relevant defects, and makes only authenticity claims that he or she can substantiate.
- 3.3** The Seller warrants that he or she owns or has 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 show the actual item. The Platform retains the original Listing photographs; in a dispute they serve as reference (Article 10).
- 3.5** An item is eligible for sale via the Platform (may be published as a Listing) if and to the extent that exactly one base type is specified in respect of that item — including the base types Player version, Fan version, Vintage release, Retro remake or Training/pre-match version — and at least one of the following conditions is met: (a) the item is offered as match-worn or match-issued; or (b) the item is signed, regardless of the chosen base type. Listings that were already active before the

introduction of this rule continue unchanged (grandfathering). Items that do not meet this eligibility requirement may be published by the User as Collection Items in accordance with Article 5A of the Terms and Conditions.

Article 4. Prohibited and restricted items

- 4.1 It is not permitted to offer:
- counterfeits, replicas or items with false, forged or misleading authenticity, signature or provenance information;
 - stolen items or items over which the Seller has no power of disposal;
 - items that infringe the intellectual property rights or trademark rights of third parties;
 - items the trade of which is contrary to applicable laws or regulations.
- 4.2 Replica, aftermarket or after-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 10.4.
- 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 supporting 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 an authenticity dispute the assessor assesses whether the Seller has sufficiently substantiated the claim made. If the Seller cannot substantiate the claim, the Buyer's report is upheld. The manner of substantiation is set out 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, or (b) the Buyer confirms receipt, with due observance of the value-dependent regime below.

6.4 Value-dependent release

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

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

Article 7. Shipping

- 7.1** The Seller ships exclusively using the 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). Its 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, matched to the value and fragility of the item. What counts as adequate packaging, and which minimum requirements apply per value bracket, are set out in the Packing Guidelines. Inadequate packaging is at the expense and risk of the Seller (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 before shipping in a time-stamped photograph or video. Below €250 this is recommended. The substantive pack-out requirements (which elements must be visible and in which sequence) are set out in Packing Guidelines Article 7.
- 8.2** Pack-out evidence serves a dual function: it defends the Seller against unfounded SNAD or damage reports, and it forms 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 shipping.

Article 9. Seller protection and lost parcel

- 9.1** The Seller is protected, among other things, by:
- reliable, Platform-generated tracking (the Buyer cannot claim false non-receipt against a valid delivery scan);
 - payout based on delivery;
 - the right to submit evidence in every dispute;
 - a shift in the burden of proof to the Buyer where there is a valid delivery record with signature;
 - 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 from the held funds, and the Seller is compensated from the insurance payout, not from the Buyer's money. The Platform files the claim to that end 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 falls on the Seller and not on Shirt Circle. Whether packaging is inadequate is assessed on the basis of the Packing Guidelines (Articles 3.2, 4 and 7).
- 9.4** For orders below €250 without mandatory insurance, the carrier's standard coverage 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 assessment framework, with the Listing as the starting point, within a response time of 5 business days after the close of the evidence window. During the procedure funds remain held.
- 10.2** In the event of an upheld SNAD report, return before refund applies; the refund takes place after the item has been returned 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 characteristics (such as printing stitching, 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 removed from the Platform (offboarding) in accordance with the Enforcement Policy. Instead of a regular return, proof of surrender or destruction may be required. The precise handling is subject to applicable legislation 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 scheme, or the protection scheme;
 - b) manipulate bids or transactions, falsify or selectively edit evidence, or put pressure on the Buyer to confirm receipt;
 - c) set prices artificially just below a threshold in order to circumvent shipping, insurance or assessment requirements (this counts 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 set out in the Terms and Conditions and the Enforcement Policy, including holding or recovering funds and 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, he or she qualifies as a Trader. The criteria and procedure are set out in the DSA Trader Flow. The publication of Collection Items (Article 5A of the Terms and Conditions) is not taken into account when assessing whether a Seller qualifies as a Trader.

- 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 in distance contracts, and statutory conformity of the item.
- 12.3** The Trader provides the statutorily required trader details, which are 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 compliance with its own tax obligations, including where applicable the declaration and payment of VAT and income or corporate income tax.
- 13.2** Under DAC7, Shirt Circle is obliged to collect, verify and report certain data of reportable Sellers to the Dutch Tax Administration. The Seller provides the data requested. If it is not provided, Shirt Circle may suspend payout or restrict the account, in accordance with applicable regulations. See also the Privacy Policy. The publication of Collection Items does not constitute a transaction and is not counted towards DAC7 reporting obligations.

Article 14. Termination and exclusion

- 14.1** The Seller may terminate its account, without prejudice to ongoing obligations under already concluded Purchase Agreements, 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 that have already arisen remain unaffected.

Article 15. Amendments, thresholds and contact

- 15.1** The amounts and thresholds mentioned 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 are announced in accordance with the Terms and Conditions.
- 15.2** Questions about this Policy may be submitted to info@shirtcircle.eu.

— End of Seller Policy —