



SHIRT CIRCLE

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

TERMS AND CONDITIONS

Terms of use of the Shirt Circle platform

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Chamber of Commerce no.	42075122
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Governing language	Dutch (Nederlands); the Dutch version prevails in the event of interpretation issues
Change since 1.0	New Article 5A (Collection Items); definitions Collection and Collection Item added and definition Authenticity Claim broadened; Articles 4.1, 12.1(b) and 12.2 supplemented for the Collections feature

About this document

This is the English publication version of the Shirt Circle Terms and Conditions. It describes the legal relationship between Shirt Circle and the User. In the event of any discrepancy or difference in interpretation between the English and Dutch versions, the Dutch version prevails. Version 1.1 introduces the Collections feature on the Platform through a new Article 5A (Collection Items), supplemented by definitions for Collection and Collection Item and by small amendments to Article 4.1 (account requirement), Article 12.1(b) (example location for a DSA notice) and Article 12.2 (measures). The substantive architecture of the Terms — preserving Article 5 (Listing as an offer within the meaning of Article 6:217 of the Dutch Civil Code) and Article 15 (Liability) — is unchanged. 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. Definitions

In these terms and conditions (hereinafter: the Terms), the following capitalised terms have the meaning set out below, in both the singular and the plural:

Platform The online marketplace operated by Shirt Circle, accessible via the website shirtcircle.eu and the associated (mobile) applications, together with all related services.

Shirt Circle / we / us Shirt Circle VOF (a general partnership under Dutch law), registered in the Commercial Register of the Dutch Chamber of Commerce (KvK) under number 42075122, with its registered office at Havenstraat 305, 1271 GD Huizen, the Netherlands, the operator and provider of the Platform.

User Any natural person or legal entity that visits the Platform, creates an Account or otherwise uses the Platform, whether acting as Buyer, Seller or visitor.

Account The personal, secured user environment created by a User in order to use the Platform.

Seller A User who offers one or more items for sale via the Platform.

Buyer A User who purchases an item via the Platform or places a bid to that end.

Trader A Seller acting in the course of a trade, business, craft or profession, as further specified in Article 11 and in the DSA Trader Flow document.

Consumer A Buyer who is a natural person acting for purposes outside his or her trade, business, craft or profession.

Listing An advertisement for an item placed on the Platform by a Seller, including photographs, description, stated condition, stated authenticity characteristics and price. The Listing constitutes an offer within the meaning of Article 6:217 of the Dutch Civil Code.

Collection The publicly displayed set of items not offered for sale (Collection Items) that a User arranges on the Platform, grouped on his or her Account page. Setting up a Collection does not give Shirt Circle any payment instruction and does not oblige the User to sell.

Collection Item An individual item that a User has included in his or her Collection, in the form of a public page with photographs, description and stated authenticity characteristics as given by the User, without a price and without an offer of sale. A Collection Item is expressly not a Listing within the meaning of these Terms and does not constitute an offer within the meaning of Article 6:217 of the Dutch Civil Code.

Purchase Agreement The purchase agreement concluded exclusively between Buyer and Seller through acceptance of a Listing (or acceptance of a bid), the content of which is determined by the Listing. Shirt Circle is not a party to it.

Buyer's Premium The fee payable by the Buyer to Shirt Circle on top of the item price for the use of the Platform, amounting to 8% of the item price, plus VAT due by law.

Payment Service Provider Stripe Payments Europe, Ltd. and its affiliated entities (jointly: Stripe), which provide the payment processing and the holding of funds for the Platform.

Held funds Funds paid by the Buyer that are held by or through the Payment Service Provider until the conditions for Release have been met, as described in the SCT Held-Funds Model document.

Release The moment at which the item price due to the Seller is transferred to the Seller by the Payment Service Provider.

Protection Period The period of 48 hours after confirmed delivery within which the Buyer may file a report (INR or SNAD) before Release takes place.

INR Item Not Received: a Buyer's report that a paid item has not been received.

SNAD Significantly Not As Described: a Buyer's report that the item received deviates materially from the Listing.

Authenticity Claim A statement made by the Seller on the Platform concerning the authenticity, provenance or genuineness of an item, whether made in a Listing or in a Collection Item. An Authenticity Claim is at all times a statement of the Seller and not a statement or guarantee of Shirt Circle.

Enforcement Policy The policy laying down which measure is imposed for which violation of the Terms or the law.

DSA Regulation (EU) 2022/2065 on digital services (Digital Services Act).

In Writing By letter or by electronic means, including e-mail and messages via the Platform.

Article 2. Identity of Shirt Circle and applicability

- 2.1 Shirt Circle VOF operates the Platform and can be reached by e-mail at info@shirtcircle.eu. Shirt Circle is registered in the Commercial Register under number 42075122 and has its registered office at Havenstraat 305, 1271 GD Huizen, the Netherlands.
- 2.2 These Terms apply to every visit to and use of the Platform, to the creation and use of an Account, and to all legal relationships between Shirt Circle and Users. By using the Platform, the User accepts these Terms.
- 2.3 The relationship between Buyer and Seller is governed by the Purchase Agreement. These Terms govern the relationship between Shirt Circle and the User and not the content of the Purchase Agreement, except where these Terms expressly provide otherwise.
- 2.4 The applicability of any general terms and conditions of the User is expressly rejected.
- 2.5 The following documents form an integral part of these Terms and can be consulted on the Platform: the Privacy Policy, the Buyer Protection Policy, the Seller Policy, the Authenticity & Evidence Policy, the Marketplace Protection Policy, the SCT Held-Funds Model, the DSA Trader Flow and the Enforcement Policy. In the event of any conflict, these Terms prevail, unless the relevant document expressly provides otherwise in favour of the Consumer.

Article 3. Nature of the service: intermediation, not a party to the purchase

- 3.1 Shirt Circle solely provides a platform on which Sellers and Buyers come into contact with each other and can conclude transactions. Shirt Circle qualifies as an intermediary service and a hosting service within the meaning of the DSA, and also as an online platform and an online marketplace, it being understood that Shirt Circle, as a small enterprise, is exempt from the additional obligations applicable to online platforms and online marketplaces. Shirt Circle is not a party to the Purchase Agreement.
- 3.2 The Purchase Agreement is concluded exclusively between Buyer and Seller. Shirt Circle does not buy, sell, possess, inspect or ship the items offered and never has them in its physical custody.
- 3.3 Shirt Circle is not an authenticator, appraiser or inspection body. Shirt Circle displays information and supporting evidence provided by Sellers (such as certificates of authenticity, photo matches and provenance details), but does not verify, check or guarantee the accuracy or authenticity thereof. Every Authenticity Claim is a statement of the Seller. This is further elaborated in the Authenticity & Evidence Policy.

- 3.4** Shirt Circle is not a payment service provider. The processing and holding of funds are carried out by the Payment Service Provider under its own terms and licences, as further described in Article 7 and in the SCT Held-Funds Model.
- 3.5** Shirt Circle does not warrant the authority of Sellers to sell items, the ownership of or power of disposal over those items, or the performance by Buyer or Seller of their obligations under the Purchase Agreement, except to the extent that these Terms and the attached policy documents expressly provide for protection.

Article 4. Account, registration and access

- 4.1** In order to place a Listing, publish a Collection Item, place a bid or make a purchase, the User must create an Account.
- 4.2** The User must be at least 18 years of age and have the capacity to enter into legally binding agreements. By creating an Account, the User represents and warrants that these requirements are met.
- 4.3** The User shall provide accurate, complete and up-to-date information upon registration and during the use of the Platform, and shall keep such information current.
- 4.4** The User is responsible for keeping his or her login credentials confidential and for all use made via his or her Account. The User shall notify Shirt Circle without delay of any unauthorised use.
- 4.5** Shirt Circle may require additional identification or verification information prior to or during the use of the Platform, including in connection with legal obligations, the requirements of the Payment Service Provider and the DAC7 reporting obligations.

Article 5. Offer and Listing

- 5.1** A Listing consists of the photographs, description, stated condition, stated authenticity characteristics and price placed by the Seller. The Listing constitutes an offer within the meaning of Article 6:217 of the Dutch Civil Code. Upon its acceptance in accordance with Article 6.1, the Purchase Agreement is concluded. The content of the Listing determines what has been sold and is decisive in the assessment of disputes.
- 5.2** The Seller is fully responsible for the accuracy, completeness and lawfulness of the Listing, including the description of the condition of the item, any defects, and all Authenticity Claims.
- 5.3** The Seller is not permitted to offer items that infringe the rights of third parties, that are counterfeit, or the trade in which is contrary to laws or regulations. A further description of prohibited and restricted items is set out in the Seller Policy.
- 5.4** Shirt Circle is not obliged to review Listings in advance. Shirt Circle is entitled to refuse, amend, deactivate or remove a Listing if it has reasonable grounds to believe that the Listing is contrary to these Terms, the attached policy documents or applicable regulations, with due observance of the DSA (Article 12) and the Enforcement Policy.

Article 5A. Collection Items

- 5A.1** In addition to a Listing (Article 5), a User may publish Collection Items on the Platform, grouped in his or her Collection. A Collection Item is a public page with photographs, description and stated authenticity characteristics as given by the User, without a price and without an offer of sale.

- 5A.2** A Collection Item is expressly not a Listing within the meaning of Article 5 and does not constitute an offer within the meaning of Article 6:217 of the Dutch Civil Code. No bids can be placed on a Collection Item and no Purchase Agreement is concluded through it. The publication of a Collection Item does not oblige the User to sell and does not give Shirt Circle any payment instruction. The provisions of these Terms and of the attached policy documents that relate exclusively to the conclusion, payment, protection or settlement of a Purchase Agreement do not apply to Collection Items.
- 5A.3** The User is fully responsible for the accuracy, completeness and lawfulness of the content placed in his or her Collection, including photographs, descriptions and stated Authenticity Claims. Article 5.3 (prohibited items) and Article 13 (acceptable use) apply mutatis mutandis to Collection Items. Shirt Circle is not obliged to review Collection Items in advance.
- 5A.4** Article 3 (nature of the service), Article 12 (notice, moderation and removal) and Article 14 (intellectual property) apply in full to Collection Items. Shirt Circle does not certify or guarantee the authenticity of a Collection Item; the principle set out in Article 3.3 applies mutatis mutandis.
- 5A.5** A User may convert an existing Listing into a Collection Item. Upon such conversion, the price is cleared, any open bids are automatically rejected or deemed withdrawn, and any open, uncompleted payment session from the preceding sale period is refused. Any payments already received that no longer result in a Purchase Agreement following the conversion are refunded in full to the Buyer in accordance with the SCT Held-Funds Model.
- 5A.6** A User may convert a Collection Item back into a Listing by providing the information required for a Listing, including a price. Article 5 applies in full to the Listing so created.
- 5A.7** The publication of a Collection Item does not constitute an “offering of items” within the meaning of these Terms and the attached policy documents. Collection Items are not taken into account when assessing whether a User qualifies as a Trader within the meaning of the DSA Trader Flow, nor for the purposes of the reporting obligations under DAC7.

Article 6. Conclusion of the purchase, prices and Buyer's Premium

- 6.1** A Purchase Agreement is concluded when the Buyer accepts a Listing at the fixed price, or when a bid placed by the Buyer is accepted by the Seller, and the Buyer completes the subsequent payment via the Platform.
- 6.2** The item price stated by the Seller is the amount that the Seller receives in full after Release. On top of the item price, the Buyer owes Shirt Circle a Buyer's Premium of 8% of the item price, plus the VAT due by law on that Buyer's Premium. The Buyer's Premium and the VAT due on it are shown to the Buyer as separate items before the payment is completed.
- 6.3** The Buyer's Premium is the fee for the Buyer's use of the Platform. Shipping costs and, where applicable, insurance costs may additionally be charged to the Buyer as a separate item, as described in Article 8 and the Marketplace Protection Policy.
- 6.4** All amounts are displayed in euros and processed internally in whole eurocents. Obvious clerical errors or mistakes in prices do not bind Shirt Circle, the Buyer or the Seller.
- 6.5** If a justified INR or SNAD report is upheld, the Buyer's Premium is refunded to the Buyer in full. Shirt Circle does not retain the Buyer's Premium on a transaction that has been declared invalid.

Article 7. Payment, held funds and payout

- 7.1** Payments via the Platform are made exclusively through the Payment Service Provider. By using the Platform, the User accepts the applicable terms of the Payment Service Provider. To this end, Sellers must activate a connected account (Stripe Connect) and complete the required verification before any payout can take place.
- 7.2** Shirt Circle operates a held-funds model: the funds paid by the Buyer are held by or through the Payment Service Provider and do not come under the control of Shirt Circle or its directors. The funds are only released to the Seller once the conditions for Release have been met. The operation of this model is set out in the SCT Held-Funds Model.
- 7.3** Release of the item price to the Seller 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, in each case with due observance of the value-dependent conditions in the Marketplace Protection Policy.
- 7.4** Lost, undelivered, returned or disputed orders are not released. Their handling is governed by the Buyer Protection Policy and the Marketplace Protection Policy.
- 7.5** Shirt Circle is entitled, in accordance with applicable regulations and the terms of the Payment Service Provider, to maintain a reserve to cover chargebacks, refunds and disputes.

Article 8. Shipping and delivery

- 8.1** Shipping of items sold via the Platform takes place through the centralised shipping solution of Sendcloud, using shipping labels generated by the Platform. The Seller is not permitted to enter its own track-and-trace details.
- 8.2** For orders of €250 or more, shipping with signature on delivery applies. For protected orders of €250 or more, mandatory insurance up to the full item value (capped at €5,000) applies, the costs of which may be charged to the Buyer as a separate shipping item. The applicable thresholds, insurance and evidence requirements are set out in the Marketplace Protection Policy.
- 8.3** Delivery, the passing of risk and the consequences of loss or damage in transit are governed by the Purchase Agreement, applicable legislation and the Marketplace Protection Policy. Shirt Circle does not itself transport any items and is not a carrier.

Article 9. Protection and disputes between Buyer and Seller

- 9.1** To support trust on the Platform, Shirt Circle offers a dispute and protection scheme, including support for INR and SNAD reports. Its content, conditions, time limits and evidence requirements are laid down in the Buyer Protection Policy, the Seller Policy and the Marketplace Protection Policy.
- 9.2** A report is assessed on the basis of a fixed assessment framework, in which the content of the Listing serves as the starting point. The assessment takes place within the period stated in the Marketplace Protection Policy (a response time of 5 business days) and is accompanied by a reasoned decision.
- 9.3** This protection scheme is a contractual facility offered by Shirt Circle and does not affect the statutory rights of the Consumer vis-à-vis a Trader. It does not constitute insurance and is not a guarantee by Shirt Circle of the authenticity of any item.
- 9.4** In the context of a dispute, Shirt Circle may hold funds, refund them in whole or in part, or release them, in each case in accordance with the decision rules described in the attached policy documents. Every decision is recorded.

Article 10. Authenticity and evidence

- 10.1** Authenticity is at all times a claim of the Seller. Shirt Circle displays the supporting evidence provided by the Seller, but does not certify, warrant or guarantee the authenticity of an item.
- 10.2** In the event of an authenticity dispute, Shirt Circle assesses whether the Seller has sufficiently substantiated the Authenticity Claim made by the Seller, and not whether the item is genuine in an absolute sense. The burden of proof for the Authenticity Claim rests on the Seller. This arrangement is elaborated in the Authenticity & Evidence Policy.
- 10.3** 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 11. Consumers, Traders and right of withdrawal

- 11.1** The Platform is primarily intended for sales between private individuals (C2C). No statutory right of withdrawal exists between two private individuals.
- 11.2** If a Seller acts as a Trader and the Buyer as a Consumer, the mandatory provisions of consumer law apply, including the statutory right of withdrawal for distance contracts. These Terms and the protection documents cannot exclude or limit that right.
- 11.3** Shirt Circle determines whether a Seller qualifies as a Trader and ensures that Traders are recognisable as such and that the statutory consumer information and the right of withdrawal are facilitated where applicable. The manner in which this is done is described in the DSA Trader Flow.
- 11.4** The Trader is itself responsible for compliance with all statutory obligations incumbent on it vis-à-vis Consumers, including information obligations, the right of withdrawal and statutory conformity. The Trader indemnifies Shirt Circle against claims arising from non-compliance therewith.
- 11.5** Shirt Circle may, in order to comply with its obligations under, among others, Directive (EU) 2019/2161 and the DAC7 rules, collect and verify Seller data and report such data to competent authorities.

Article 12. Content, notice and moderation (DSA)

- 12.1** Shirt Circle operates a notice-and-action mechanism through which anyone can report suspected unlawful content or items. Notices can be submitted via the facility provided on the Platform for that purpose or via info@shirtcircle.eu. A notice must at least contain:
- a) an explanation of why the reported content is, in the notifier's view, unlawful;
 - b) the location of the content (such as the URL of the Listing, of a Collection Item or of the profile);
 - c) the name and e-mail address of the notifier;
 - d) a statement that the notice has been submitted truthfully and completely.
- 12.2** Shirt Circle may remove content or restrict access to it, deactivate a Listing, hide or remove a Collection Item, and restrict, suspend or terminate an Account if there are reasonable grounds to believe that there is a conflict with these Terms, the attached policy documents or applicable regulations. Which measure is imposed for which violation is laid down in the Enforcement Policy.
- 12.3** When such a measure is taken, Shirt Circle provides the User concerned with a clear and reasoned explanation (statement of reasons), except where a statutory exception applies, and points out the available complaint and objection options.

- 12.4** Shirt Circle cooperates with lawful orders of competent authorities and designates a point of contact upon request, in accordance with the DSA.

Article 13. Acceptable use

- 13.1** The User is not permitted to:
- a) use the Platform in violation of these Terms or applicable laws and regulations;
 - b) offer counterfeit or stolen items, or items with false or misleading authenticity or provenance information;
 - c) provide incorrect, misleading or fraudulent information, or use the identity of another person;
 - d) bring about transactions or payments outside the Platform in order to circumvent the Buyer's Premium or the protection scheme;
 - e) influence the assessment of a dispute by putting pressure on a counterparty, or falsify or selectively edit evidence;
 - f) disrupt the technical operation or security of the Platform, or collect data by automated means (scraping) without prior consent.
- 13.2** In the event of a violation, Shirt Circle is entitled to take the measures referred to in Article 12 in accordance with the Enforcement Policy, without prejudice to its other rights, including the recovery of damages.

Article 14. Intellectual property

- 14.1** All intellectual property rights in the Platform, including the software, design, trademarks (including "Shirt Circle") and texts, are vested in Shirt Circle or its licensors. Nothing in these Terms constitutes a transfer thereof.
- 14.2** The User grants Shirt Circle a non-exclusive, royalty-free, worldwide licence to use, display and reproduce the content posted by the User (including photographs and descriptions) to the extent necessary for the operation and promotion of the Platform. The User warrants that he or she holds the rights required for this purpose.

Article 15. Liability

- 15.1** Given the nature of its service as an intermediary, Shirt Circle is not liable for the performance of the Purchase Agreement, for the characteristics, condition, authenticity or lawfulness of items offered, or for the conduct of Users towards each other.
- 15.2** Shirt Circle uses its best efforts to ensure the proper operation and availability of the Platform, but does not guarantee that the Platform will function without interruption or errors.
- 15.3** The liability of Shirt Circle towards a User is limited to that for which Shirt Circle is liable towards a User by law.

Article 16. Privacy and data protection

- 16.1** Shirt Circle processes personal data in accordance with the General Data Protection Regulation (GDPR). The manner in which it does so is described in the Privacy Policy, which forms part of these Terms.

- 16.2** For the purposes of payment processing, shipping, fraud prevention and statutory reporting obligations (including DAC7), personal data are shared with the Payment Service Provider, with Sendcloud and, where required, with competent authorities.

Article 17. Term, suspension and termination

- 17.1** An Account is entered into for an indefinite period. The User may terminate his or her Account at any time, without prejudice to ongoing obligations under Purchase Agreements already concluded and ongoing disputes.
- 17.2** Shirt Circle may suspend or terminate an Account, with due observance of the DSA, the Enforcement Policy and reasonableness, in the event of (repeated) violation of these Terms or the attached policy documents, in the event of abuse or fraud, or where required by laws or regulations.
- 17.3** Termination does not affect rights and obligations that have already arisen, including payout and refund obligations.

Article 18. Amendments to the Terms

- 18.1** Shirt Circle may amend these Terms and the attached policy documents. Material amendments will be announced to Users at least 15 days before they take effect, in accordance with the DSA.
- 18.2** If a User does not accept a material amendment, the User may terminate his or her Account before the effective date. Continued use after the effective date constitutes acceptance.

Article 19. Complaints, applicable law and dispute resolution

- 19.1** Complaints about the services of Shirt Circle can be submitted via info@shirtcircle.eu. Shirt Circle endeavours to handle complaints within a reasonable period.
- 19.2** These Terms and the relationship between Shirt Circle and the User are governed by Dutch law. Mandatory consumer protection of the country in which the Consumer resides remains unaffected.
- 19.3** A Consumer may also submit a dispute via the European Online Dispute Resolution (ODR) platform, accessible at ec.europa.eu/consumers/odr.
- 19.4** Insofar as mandatory law does not provide otherwise, disputes shall be submitted to the competent court in Amsterdam, the Netherlands. If Shirt Circle invokes this clause In Writing against a Consumer, the Consumer shall have a period of one month from that invocation within which to opt for resolution of the dispute by the court having jurisdiction by law.

Article 20. Final provisions

- 20.1** If any provision of these Terms is or becomes null and void or is annulled, the remaining provisions shall remain in force. The parties shall consult with each other in order to replace the null and void or annulled provision with a valid provision that approximates its purport as closely as possible.
- 20.2** Shirt Circle is entitled to transfer its rights and obligations under these Terms to a legal successor, including the private limited company referred to above, of which the User hereby takes note in advance.

20.3 These Terms enter into force on the date of publication on the Platform and replace all previous versions.

— *End of Terms and Conditions* —