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RULES FOR ACCESSING AND USING THE PLATFORM

*** IMPORTANT NOTE:** Access to the platform and use of the Provided Services mandatorily implies the user's commitment to all our rules and policies. Each user is invited to carefully read our rules and policies before accepting them in order to be aware of their rights and obligations towards the website

and other users. Your registration on the website implies your acceptance of our terms and policies and constitutes a presumption that you are aware of your rights and obligations.

Article 1: General Formalities

1.1 The Website constitutes an Online Auction Sales Platform (hereinafter: "Online Platform"), which aims to mediate between the users registered on it, who participate in the capacity of "Seller" and/or "Buyer", facilitating the sales and purchases between them. The website is managed by the company "WEB AUCTION P.C." (hereinafter: "Administrator"), located in Thessaloniki (Greece), Straitsa 2 street , Postal Code 57001 and with Tax ID No. 801898548 .

1.2 The website can be accessed with any device that supports internet services (e.g. PC, tablet or smartphone). The browsing and enjoyment of the Provided Services through our Online Platform by each user is governed by these "Rules of Access and Use of the Platform" and the "Privacy and Personal Data Policy". By registering on the Online Platform, the user unconditionally agrees that they are henceforth bound by all of the above contractual rules and policies. These terms and conditions govern the entire relationship between the User and the Website and constitute a legally binding agreement between them.

1.3 Contractual terms and rules, which introduce a different regulation from the one provided for by law, take precedence over the corresponding rules of the applicable law, insofar as they do not conflict with the provisions of mandatory law and public policy.

1.4 In order to enable the realization of any purchase and sale through the Online Platform, the user, upon completion of a successful auction, automatically joins the "Sale Contract". The Sale Contract together with the Rules and the Privacy Policy constitute the "Sale Agreement between Seller and Buyer".

1.5 The Website reserves the right to change the content of the Rules and Policies at any time. In this case, the provisions of Article 17 herein shall apply.

Article 2: Provided Services

2.1 The Website provides an Online Auction Platform, access to which is reserved exclusively for authenticated users. Authenticated Users are able to place their items for sale ("Transaction Items") and/or submit bids in order to purchase them through an automated online auction system ("Online Auctions").

2.2 It is clarified that the Website is in no way made a party to the "Sale Contract" nor is it bound by the "Sale Contract" or any other agreement between the Buyer and the Seller under the "Sale Agreement".

2.3 The website exclusively assumes a role of facilitation, mediation and support of the transaction by offering an Internet Platform and complementary services before and after the sale. Although we take care and make every effort to ensure the security and reliability of transactions through the Website, we are not in a position nor is it within our contractual obligations to ascertain the accuracy, authenticity, actual condition, durability, quality or quantity (the list is indicative) of the Transaction Items offered. Therefore, the quality, quantity, authenticity, certification, characteristics and properties, legal and factual defects, and any other characteristic and properties of the Transaction Items are guaranteed exclusively by the Seller, who puts them up for sale. As a Buyer, you always participate and contribute at your own risk, without this meaning that you are deprived of the rights conferred by law and which you

can claim against your counterparty. The website shall in no event be liable under any warranty or otherwise for the non-fulfilment or incorrect fulfilment of the obligations of the users on both sides.

Article 3: Access to the Online Platform

3.1 Access to the website or the provision of our services may not always be available from anywhere. This may be the case where the user's address or the place of delivery or shipment of items is located in certain countries. The exclusion may be imposed either for reasons determined by us, such as because they are countries that constitute economically unviable markets for us or are not supported by the third party payment service providers with which we work, or for reasons imposed by government authorities, such as embargoes or economic sanctions and restrictions.

3.2 If any of the above mentioned reasons apply, we reserve the right to exclude you from creating an Account from the onset or to impose at a later time restrictions or even a ban your use of the platform.

Article 4: Availability of the Online Platform

The website may at any time and without prior notice temporarily suspend or restrict users' access to part or all of its functions, even if auctions are in progress, if: (a) there is a reason of force majeure; (b) it is deemed necessary for maintenance, upgrading or any other technical, commercial, or procedural reason. The website is not responsible for any damage caused to users and is not subject to any obligation to compensate for material or non-material harm, nor is it obliged to pay any form of compensation.

Article 5: Cost of Provided Services

5.1 In the event of the successful completion of an Online Auction, which entails the conclusion of a Sale Agreement, a certain non-negotiable amount is further required as consideration for the use of our Services. By accepting the Rules of Use, you expressly consent to the charging of a fee for the benefit of the Website and acknowledge that you will be charged in each transaction an amount, which will be determined each time in relation to the Purchase Price, whether you participate as a Seller or a Buyer.

5.2 The Seller is obliged to pay a commission for the sale concluded ("Sale Commission"), which is set at 9% of the Purchase Price plus VAT. The Sale Commission shall be deducted from the amount of the Purchase Price to be paid by the Buyer and retained by the Website as a fee for the provision of the platform services.

5.3 Accordingly, the Buyer is obliged to pay the website a commission for the purchase made ("Auction Fee"), which is set at 6% of the Purchase Price (including VAT, where applicable). The Auction Fee is automatically added to the Purchase Price.

5.4 For your convenience and to secure transactions we use the services of third party payment service providers (*Stripe*). Your use of these services, applications or their websites may be governed by and/or subject to the terms, conditions, and policies of the relevant third party service provider. Sellers will be paid for each completed sale within 5 working days from the successful delivery of the product . The sums will then be credited from the website's *stripe* account to the above linked *stripe* account of the Seller.

5.5 If additional taxes are due in relation to the Auction Fee or the Seller's Commission, these are the responsibility of the Buyer, and respectively the Seller, who alone are obliged to pay the taxes to the

competent tax authorities. In the event that they are claimed by us as a Deemed Seller (under Directive 2006/112/EC and its amendments), any taxes related to the Deemed Sale are owed by the Buyer and will therefore be added to the amount, which the Buyer will have to pay to the Website.

5.6 Shipping costs are allocated according to the Seller's choice, which must be specifically stated in the sale listing before the item is put up for auction. Fees associated with the receipt of the item for sale and its importation into the country shall be borne by the Buyer. By accepting these terms and conditions, the Buyer acknowledges that they are considered responsible for complying with the rules and restrictions applicable with respect to the importation of items into the country of delivery. The website shall have no responsibility or obligation with regard to such rules and restrictions.

Article 6: Registration on the Platform - User Certification

6.1 In order to be able to access the website, you are required to register and create an individual account ("User Account"). Your registration on the Website implies your explicit and unreserved acceptance of our Rules and Policies including the rights and obligations that come with the use of the services within the Online Platform. By accepting these, you automatically contract with the Website and an Agreement is established for the purpose of the Website providing the listed services to you for a fee.

6.2 The use of the services of the platform in the capacity of Seller is addressed exclusively to professionals-businesses, under any legal form of operation (e.g. sole proprietorship, General partnership, limited liability company, Private Company, etc.), provided that they have the commercial status. To sign up on the platform as a Seller, you are required to register when you enter the website:

- Email address
- Mobile phone
- Company data

6.3 To sign up on the platform as a Seller you are required to register when you enter the website:

- Email address

The User is not precluded from using the Platform with either capacity, provided that they meet the requirements. However, it is not allowed to do so in the context of the same auction.

6.4 In order to participate in an Online Auction you will be asked to authenticate your details by posting the documents and supporting documentation that will be requested. Only certified users may put items up for auction and submit bids for the purpose of drawing up a sales contract.

In order to be certified as a Seller you will be asked to post evidence of your business, your VAT number, your Registration (Γ.Ε.Μ.Η) number (where applicable), and the address of your business. If it is a legal entity, further information will be requested regarding the natural persons who have management and representation authority, are the legal representative of the legal entity with third parties, and can operate the Account acting and binding in the name and on behalf of the legal entity, as well as identification details of these persons (e.g. photocopy of identity card or passport, address, mobile phone number, etc.).

In order to be authenticated as a Buyer, you will be asked to post identification details (e.g. photocopy of your identity card or passport, address, mobile phone, etc.).

The certification process is not automatic and may take from a few hours to a few days. Once completed, you will be notified via the email you have registered. For documents that are originally written in a language other than Greek or English, an official translation into English is required and must be submitted alongside the original.

In case the Object constitutes a work of art, more time may be required for the certification of participants in compliance with the requirements of Directives (EU) 2018/843 and 2015/849.

6.5 Certification requirements shall be determined by the Administrator. During the term of your Account, it may be made a condition for its continued validity that you provide further details. You are required to provide true, accurate, complete, and up-to-date information. Your Account must be kept up to date with any possible changes, otherwise the proper functioning of the Platform and the reliability of transactions may be affected. You must update without delay the information posted on your Account if there are any changes.

6.6 In case of refusal to provide the information required by the website, the certification is not considered successful and therefore the website may refuse to offer its services to you.

6.7 Your acceptance of the rules and policies is required to complete the creation of the individual Account. By registering you declare responsibly that you have full legal capacity and that you are of legal age in accordance with applicable law, including laws and/or regulations on financial penalties, and that you are not subject to full or partial deprivation of legal representation or subsidiary legal representation, that you are not otherwise deprived of the ability to enter into legal transactions and contractual obligations. If you are not of legal age or are otherwise legally incapable of acting within the scope of the Provided Services by us, you must obtain and attach specific permission from your legal guardian or legal representative.

6.8 During registration and certification you are required to provide true, accurate and complete information about you as a natural person or the legal entity you represent. Any provision of false, falsified, or inaccurate information and documents, your impersonation of another person or entity through your Account, or the use of your Account by another person not disclosed to the Administrator, will result in a breach of our rules of use or policies and is expressly prohibited. If we discover such a practice, you will be asked for an explanation and we reserve the right to exercise our rights under applicable contractual rules as well as applicable law, including claims for damages. The website will report any possible infringement to the competent authorities and will cooperate with them in any way, if requested. The website shall not be liable to users from the above violations by another user or third party. The website is not liable for any damage resulting from false or inaccurate information provided by a User.

6.9 Your Profile username must be wordy, distinctive, appropriate, and not offensive or misleading. Names that infringe or may infringe the intellectual property or other rights of third parties or otherwise violate the Terms of Use are prohibited. At any time you may be asked by the Administrator to change or modify your username.

6.10 The User Account is strictly personal and no other person is allowed to access it. The User is solely responsible for any activity related to their Account. For this reason, we recommend that you exercise the utmost care to keep your username and password secret and do not allow access (e.g. providing passwords) to any third party. In the context of providing Platform services, we take it for granted that only you can log in using your username and individual password. Either on its own initiative or following a report from another user, the Administrator may, but is not obliged to, monitor compliance with the above behavior.

6.11 Your use and enjoyment of the Provided Services by the website is entirely at your own risk. Any problems that arise while browsing or using the services of the website, which are due to technical problems and failures of the means you use to access it, such as your PC, tablet, smartphone or any other device or internet connection, are solely your responsibility.

6.12 The user has the right at any time and without prior notice to delete their individual Account and automatically terminate their contractual relationship with the website on their own initiative.

6.13 The above voluntary deletion is, however, subject to acceptance by the Administrator. In particular, the Administrator is entitled to refuse the request for deletion of an Account if they find the existence of outstanding obligations or unpaid debts of the User towards the Website or towards another User (e.g. delivery obligation from the Seller, payment obligation from the Buyer, outstanding period during which counterparty users are entitled to exercise rights from previous transactions in the context of the Website's activities). It is not possible to unsubscribe at the user's initiative while an auction process is in progress in which you are participating as a Seller or have submitted a bid as a Buyer.

6.14 If the Account remains inactive for a long period of time, the Administrator may send you a notification to your email in order for you to take action. If you fail to act in accordance with the instructions, your Account may be automatically suspended. In order to reactivate your Account, you must contact the Administrator at this e-mail address

[Article 7: Duty of Truth And Avoidance of Illegal, Unfair, or Deceptive Practices](#)

7.1 Through the Platform, users are provided with the possibility to post in written text the description of each Transaction Item put up for sale, as well as additional information such as its characteristics, properties, quality, or authenticity certificates accompanying it, evaluations. In addition, it is possible to post visual material in the form of photographs and videos. In any case, the user bears sole responsibility for the content of the material posted, in particular when it is false, misleading, deceptive, illegal, immoral, offensive, or inappropriate.

7.2 The User must further refrain from posting on the Platform any material that infringes the personal data or rights of third parties, for which they have not obtained permission. The material must not promote discrimination of any kind, be obscene, promote violence or harassment of other persons, contain, or conceal content or links leading to pornographic content and promote or encourage the commission of illegal activities.

7.3 You must not use the Platform to send letters, spam, promotions, listings, and links to other websites, commercial or non-commercial, especially those related to pornography or terrorism.

7.4 You agree not to perform any action that may cause any damage to the infrastructure of our Online Platform and/or that may interfere with the functionality of our Online Marketplace. You also agree that

you will not attempt to access the administrator's account, use any type of malware, such as viruses, Trojan horses, worms, or tools that may damage the Online Platform, render it inaccessible or circumvent security measures.

7.5 When using the Online Platform, you are under the obligation not to violate national, European, and international rules.

7.6 By accepting the Terms and Policies, you agree that the material you upload does not violate the law and these contractual Terms of Use, does not infringe the rights of third parties, and is not in any way illegal or immoral. In case of violation of the above obligations, you are solely responsible for claims against other users or third parties, you are liable before national or other authorities, and the Administrator reserves the right to exercise against you the rights contained in Article 16 herein and will cooperate with any competent authority and body.

7.7 We have the right to delete without prior notice any content that has or may have a negative impact or damage the reputation and prestige of the website and our affiliated companies. Cumulatively, we may, on a case-by-case basis, impose measures in accordance with Article 10 hereof. The possibility of claims being brought against you by third parties is not excluded. The website accepts no responsibility for the content you post.

[Article 8: Procedure for conducting online auctions](#)

8.1 Any authenticated user, who has registered as a Seller, may use the Online Platform in order to place Transaction Items for sale through an online auction.

8.2 Similarly, any certified user, registered as a Buyer, may submit a binding offer for the Transaction Items they wish to purchase. By finalizing the bid submission, the Buyer commits that, if at the time of the closing of the auction the highest bid has been submitted, a Sale Contract will automatically be entered into between the Seller and the Buyer, unless the Seller has set a Reserve Price, as detailed below.

8.3 The Buyer, who, based on the submitted bid, is the highest bidder at the end of an Auction, automatically draws up the predefined Sale Contract with the Seller for the specific Transaction Item and according to the amount of the bid submitted ("Purchase Price") in addition to any additional charges referred to in Article 5. The Sale Agreement together with the Rules and Policies shall constitute the Sale Agreement.

8.4 An Auction shall have a minimum duration of 24 (twenty-four) hours and may not exceed 1 (one) week from the time of commencement. The start and end time and the time of submission of each bid shall be calculated based on the Time Zone (GMT +3:00 - Athens).

8.5 The minimum starting price for a Transaction Item to be put up for Auction is set at €100. The Seller may, however, set themselves as a minimum purchase price (hereinafter referred to as "Reservation Price"), a higher amount than the above amount, which shall not be known to the prospective Buyers except to the Administrator, thereby indicating that they do not wish to enter into a Sale Contract for an amount lower than the amount they have set themselves. In the event that the Seller has set a minimum purchase price ("Reserve Price") and this or higher is not offered by any prospective Buyer, the auction shall be declared inconclusive, and no Sale Contract shall be concluded with any prospective Buyer. In

the event of an unsuccessful auction, the Transaction Item may either be re-auctioned or withdrawn from the Online Platform.

8.6 In exceptional circumstances and at our sole discretion, we may extend the duration of an Online Auction for a reasonable period of time, which may not exceed twice the original duration.

8.7 If the Buyer becomes the highest bidder, the Sale Contract between the Seller and the Buyer is automatically drawn up. The Buyer is immediately notified and must, within 2 working days of the completion of the Auction, proceed to transfer the amount quoted to the website's *stripe* account, in which the amount will remain blocked until the transaction is completed. The website will deduct from this amount the Auction Fee (6% of the Purchase Price), the VAT on this amount and the shipping costs, which will be paid to the third party partner carrier-provider. It then remits the Purchase Price to the Seller by deducting the amount corresponding to the Sale Commission (9% of the Purchase Price) plus VAT. If the Seller does not proceed with the shipment of the transaction item, the amount paid by the Buyer shall be returned.

8.8 The Seller may not refuse to contract with the particular Buyer who has been selected as the highest bidder.

8.9 If one of the parties to the Sale Agreement fails to fulfil its obligations, this is a breach of the contractual terms. In this case, the rights of the Website against the parties are independent of the rights and obligations of the parties under the Sale Agreement between them.

8.10 In the event that both parties do not wish to execute the Sale Agreement, they shall inform the Administrator accordingly. The contract between them shall be validly terminated provided that the amount corresponding to the Auction Commission (Buyer's obligation) and the Sale Commission (Seller's obligation) is paid to the Administrator. Otherwise, the Administrator reserves the right to take legal action to satisfy their claims and to take measures as provided for in Article 10 hereof.

Article 9: Rules and Conditions for the conduct of the Auction

9.1 Each authenticated user is obliged to comply with the terms and conditions, and instructions posted on the website regarding the conditions, restrictions, and obligations relating to the Online Auctions conducted on the website. If an issue arises that is not expressly regulated by the set of Rules, or if there is a dispute between Users or irregularities are found that are brought to our attention, the issue will be brought to the attention of the Administrator, who alone will decide on further action. Although we make every effort to prevent possible illegal, misleading, and unethical behavior by Users that go against the Rules, if this is not possible, the responsibility lies solely with the User and any claim is sought by the User and in no case by the Website.

9.2 Auctions are conducted through automated procedures. Each bid ("Bid") is binding and is conclusively presumed to have been made by the user of the specific Account, even if the user claims that the Bid was submitted by another person using the same Account.

9.3 Any practice whereby a prospective Buyer, submitting bids for a Transaction Item, knows the Seller in advance is prohibited as abusive and anti-contractual. In this respect, the possibility cannot be excluded that a buyer may have access to information on the subject matter of the Transaction which is not available to other potential buyers, thereby gaining an unfair advantage or even forcing another buyer to bear a higher cost than they might have paid had the above condition not been met.

9.4 Any practice through which an attempt is fraudulently made to artificially increase the price of the offered "Transaction Item" is considered unfair and prohibited.

9.5 Any practice in which a user, connected to the Seller, submits bids in auctions where their own Transaction Items are put up for sale, or instructs another to bid for their own Transaction Items is prohibited as abusive and anti-trading.

9.6 Any form of direct communication between users or between users and third parties for the purpose of drafting purchase contracts is prohibited outside the Website. The abusive exploitation of the services of the website for the benefit of the users while avoiding the payment of the charges and fees of the platform is prohibited regardless of the fault of the parties involved.

9.7 It is prohibited to make suggestions for purchases or sales outside the Website and to post or promote other websites, items, photographs, or catalogues that can be used to order items outside the Website.

9.8 Users are prohibited to make the agreement to participate in an auction or the fulfilment of the obligations arising from it subject to additional conditions.

9.9 It is prohibited for the Seller to cancel contracts or not to execute them after the end of an auction due to failure to achieve the expected bid price if no Reservation Price has been previously entered.

9.10 It is prohibited to charge additional costs and fees that were not calculated by the Seller from the outset. In this case the additional costs, fees etc. shall be borne by the Seller.

9.11 The Seller is prohibited from refusing payment in the context of a successful auction and therefore not proceeding with the dispatch or delivery of the Item in order to complete the transaction.

9.12 The Seller is not allowed to withdraw the Transaction Item after the start of the Auction if a bid has already been submitted.

9.13 Any submitted offer after its finalization is considered serious and binding. The Buyer may not withdraw a submitted offer.

9.14 Early termination of the auction, i.e. before the expiry of the time limit, on the initiative of the users is prohibited. Exceptionally, the website may terminate a pending auction prematurely due to force majeure or technical problems or at the decision of the Administrator. In such cases, the website shall not be held liable.

9.15 If a violation is established, the website may take measures under Article 10 of these Terms and Conditions that may result in the final closure of the Account of those involved. If this practice results in the abnormal development of transactions carried out as a result of damage to the website, compensation claims may be made including the restoration of its damaged reputation and lost profits. The claims of the website are independent of the rights that other users may exercise against you.

9.16 Depending on the type of Transaction Item, legal restrictions and prohibitions may apply. Such circumstances include, but are not limited to, legislation on importation of categories of items, the legal age of sale and/or purchase, such as for example in the case of alcoholic beverages, requirements for special legal authorization, such as for example for the sale and purchase of weapons, Items protected under cultural heritage legislation or endangered species legislation. You undertake to comply with the

relevant legislation. If you offer these items for sale or submit a bid, you are solely responsible for any infringements. The Website is not in a position to carry out any checks on the Items offered by users and therefore cannot inspect the Items itself. In the event that the Administrator either finds out themselves or receives information or a report from a user or a third party, which they assess as valid, that prohibited transactions are taking place, they undertake to inform the competent authorities immediately and waives any civil or criminal liability.

Article 10: Seller's rights and obligations

10.1 The Seller shall be entitled vis-à-vis the Buyer to receive the Purchase Price as determined on the basis of the highest bid submitted in time during the conduct of the Online Auction. The Sales Commission of 9% (plus VAT, if applicable) shall be deducted from this amount.

10.2 The Seller is additionally entitled to set a Reservation Price, which is not known to potential Buyers, thus setting a minimum price for the sale of the specific item.

10.3 The Seller warrants the quality, quantity, authenticity, certification, characteristics and properties, legal and factual defects and any other characteristics and properties of the Transaction Items they sell, while the Buyer always participates at their own risk, without this meaning that they cease to enjoy the rights conferred by law, which they can claim against their counterparty. In any case, the Seller assumes the responsibility that each Transaction Item conforms to its description.

10.4 The Seller must enter a true, accurate, clear, and understandable description of the Transaction Item. This must include a full description of the Object, photographs or other visual material, information, accompanying documents, certificates of authenticity and information as to whether it is new or used. It must also declare that they are the exclusive owner, keeper and possessor, that it is not the product of theft or other illegal activity and, in the case of imported objects, indicate the country of origin. They must also sell items for which all legal taxes, fees or duties have been paid.

10.5 In the event of breach of the above, the Seller, who, by agreeing to the Terms, warrants that the description used accurately identifies the Object. Any and all liability to any third party, including the Buyer, arising out of or relating to any incorrect, incomplete or inaccurate description, including photographs and/or videos, shall be borne solely by the Seller and the Seller shall fully indemnify the injured party and the Website shall be released from any and all claims, damages, and costs, including legal costs, arising out of or relating to such incorrect, incomplete or inaccurate information on the part of the Seller. The Seller agrees that we may make lexical, editorial, or other formal changes and/or additions prior to the publication of the description and to screen the content for any illegal, obscene, immoral, or generally unacceptable content.

10.6 The Seller must post an indication of the actual shipping costs, fees or duties, if any, thus providing full information to prospective Buyers. Any costs not provided for and for which these terms and conditions do not specify the person who bears them shall be paid by the Seller.

10.7 The Seller is responsible for and warrants that they have the right and permission, if required, to sell the item, that they do not violate any laws or regulations at national, community or international level, including any applicable economic sanctions, that they do not violate the rights of third parties, including contractual rights, trademark rights and intellectual property rights, that they do not act in a fraudulent, illegal, unlawful, anti-competitive or unethical manner towards third parties or the website itself.

10.9 The Seller warrants that the offer and sale of the Item constitutes a genuine and actual transaction, that it is not offered in a sham transaction, that it is not carried out with the purpose or to facilitate illegal activities such as, but not limited to, money laundering or terrorist financing.

10.10 The Seller is responsible for ensuring compliance with laws and regulations relating to import and export control and, if required, guarantees that it has obtained all legal approvals and permits by providing evidence of this. The responsibility rests solely with the Seller, and the Website has neither the possibility nor the obligation to verify the Seller's fulfilment of its obligations. The Seller is solely responsible in case of non-compliance.

10.11 The Seller is obliged to include in the sale listing the link of a third party courier service provider approved by the Administrator, which enables the tracking of the shipment and information on the delivery status (e.g. successful delivery, inability to find an address, refusal of delivery, etc.).

10.12 The Seller is not entitled to refuse to contract with the highest bidder or to choose between several bidders. In the event that the highest bid is submitted by two or more bidders, the time priority rule applies.

10.13 The Seller may not suspend or cancel an Auction by terminating it prematurely if it has already started and at least 1 (one) bid has been submitted.

10.14 If the Seller does not place the item in a shipping condition within the stipulated period of 3 (three) working days, the amount paid by the Buyer shall be returned to them. Within the deadline, the Website will send a notice to the Seller in order to proceed with the shipment. In the event that the Seller does not act as due, the Website shall be entitled to suspend the Seller temporarily or permanently. In this case, the amount paid by the Buyer and committed to the website's *stripe* account shall be returned to the Buyer. The legal rights of the Buyer against the Seller are not affected.

10.15 The Website is neither obliged nor has the possibility to check the authenticity of each Item put up for sale. In the event that the Seller sends an inauthentic Item, despite having guaranteed its authenticity, and if we receive a report from a Buyer, we will send a notice to the Seller inviting them to comply with the description of the Item. In case we receive reports against the same Seller, the website may temporarily or permanently suspend that Seller's access to the website. The rights of the Buyer are not affected.

Article 11: Auction conduct

11.1 Any authenticated user in the capacity of Seller may use the Online Platform in order to place a Transaction Item for sale through an online auction. Only users certified as Buyers may bid in the Auction. A User may act both as a Seller and as a Buyer, but never in the same auction. The Seller must be aware of the restrictions laid down by national legislation, Community law and international conventions regarding the categories of items that may not be sold or sold without specific authorization or be the subject of an auction.

11.2 The Website has the right to decide whether the Item that the Seller has chosen to place for sale is suitable for sale on the Online Platform. The decision is made in our sole discretion and after taking into account factors such as, but not limited to, the likely sale price, attractiveness, expected demand, interest in the type of Item offered, scarcity or any restrictions on its sale. We may unreasonably refuse to place certain Items in an Auction without stating a reason, even if a similar Item has been placed in

the past or is in an active Online Auction. In the event of a refusal to accept an Item for auction, you agree that you may not bring any claims of any kind against us. Regardless of acceptance, you acknowledge that you remain solely responsible for compliance with the laws.

11.3 The Seller may set the duration of the auction, which cannot be longer than 1 (one) week.

11.4 Upon successful completion of the auction, a Sale Contract is automatically executed between the Seller and the Buyer, who submitted the highest bid and was the highest bidder, for the specific Transaction Item and for the amount of the highest bid submitted ("Purchase Price"). The Sale Contract, together with these Rules and our Policies, constitutes the Sale Agreement.

11.5 The minimum starting price for a Transaction Item to be put up for Auction is set at €100. The Seller may, however, set themselves a minimum purchase price (hereinafter referred to as "Reservation Price"), a higher amount than the above amount, which shall not be known to the prospective Buyers except to the Administrator, thereby indicating that they do not wish to conclude a Sale Contract for an amount lower than the amount they have predetermined. In the event that the Seller has set a minimum purchase price ("Reserve Price") and this or higher is not offered by any prospective Buyer, the auction shall be declared inconclusive, and no Sale Contract shall be concluded with any prospective Buyer. In the event of an unsuccessful auction, the Transaction Item may either be re-auctioned or withdrawn from the Online Platform.

11.6 The Administrator may refuse to place a certain Item in an Auction without justification and without being obliged to give reasons for its decision, even if a similar Item has been placed in the past or is in an active Online Auction. They may also refuse to place items in an Auction if there is a clear indication that a suspicious transaction or a transaction prohibited by law is being attempted, but they shall not be liable if they fail to do so. In the event of refusal to accept an Item for auction, users have no right to make any kind of claim against the Website. Regardless of acceptance, you accept that you remain solely responsible for compliance with the law.

11.7 The Seller may withdraw the Transaction Item until it is published on the Online Market and until it is visible to other Users, regardless of whether an offer has been submitted. The Seller has no right to withdraw the Item after the start of the Auction or after the end of the Auction. If the Seller wishes to remove an Item after the start of the Auction, they must provide us with documents, records, or other types of evidence to justify its removal. It is at the Website's sole discretion whether to grant such a request and it shall have no obligation of any kind to the Seller or to prospective Buyers even if they have already bid. The Website may, in its sole discretion, cancel an Auction in progress and withdraw the offered Item. In this case, it is agreed either as a Seller or as a Buyer that no rights of any kind are acquired against the Website by this decision.

11.8 If both parties do not wish to execute the Sale Agreement, they shall inform the Administrator accordingly. The contract between them shall be validly terminated provided that the amount corresponding to the Auction Fee (obligation of the Buyer) and the Sale Commission (obligation of the Seller) is paid to the Administrator. Otherwise, the Administrator reserves the right to take legal action to satisfy their claims and to take measures as provided for in Article 16 of the Rules.

Article 12: Preparation of the Sales Contract

12.1 The Contract of Sale shall be automatically executed at the close of the Auction between the Seller and the Buyer, the one who is the highest bidder at the end of the Auction, subject to the additional condition, if any set by the Seller, that the bid reaches the Reserve Price. The Website then immediately informs the Buyer by email of the total amount due, which includes, in addition to the Purchase Price, the Auction Fee, shipping costs and any additional taxes, fees and duties.

12.2 By accepting these terms, the users-contractors commit and guarantee that the purchases they make do not form part of a virtual or illegal transaction and that they do not participate directly or indirectly, i.e. on their own behalf or on behalf of third parties, in any activity that may involve or conceal money laundering in any form or manner. They also undertake that their transactions are not related to money laundering and terrorist financing.

12.3 The website does not accept any responsibility for any illegal activities carried out in the context of the Provided Services by it, and does not participate, accept, or knowingly tolerate them. In the event that we find evidence of a violation of the laws and regulations related to the above, we have the right to take measures, such as those set out in Article 16 of the Rules, in order to prevent such illegal activities by using our Online Platform as a channel for such illegal activities, and we commit to identify and report suspicious transactions and to cooperate with the competent authorities.

12.4 We are not responsible for any breach of law for which users are responsible or arising from any activity with which they are in any way connected.

Article 13: Execution of the Sale Agreement - Obligations of Payment and Shipment

13.1 From the sending of the email, the Buyer has 2 (two) working days to proceed with the payment, which includes the Purchase Price, Auction Fee, taxes, fees etc. The specified payment period is considered a final day and therefore no further notice (Formal Notice) is required. The website may but is not obliged to grant an extension to the above deadline if requested.

13.2 Payment by the Buyer is made by crediting the funds to the account of the Website with the cooperating payment provider (*stripe*). Subsequently, the Seller is informed by email that the payment has been made and that they must within 3 (three) working days proceed to deliver the Item to the carrier for shipment. Once the Buyer has received the Item, the Website receives notification from the carrier and the Sale Agreement is deemed completed. Henceforth, the Website is relieved of any responsibility for the development of the Sale Agreement, without prejudice to the contractual and legal rights of the parties.

13.3 If the Buyer fails to pay within the stipulated period of 2 (two) working days, the Buyer's Account will be deactivated. Subsequently, the Seller is informed by email that they must republish the product listing and that the previous offers that took place are not valid.

13.4 As soon as the Buyer completes the transfer of funds to the website's *stripe* account, the Seller is informed that they have 3 working days to put the item into shipment. The Seller is required to ship the Items from the address provided by the Seller and listed on the Seller's Account. If the Item is shipped from a different address, the Seller must cover any costs that would not have been incurred if the Item had been shipped from the address indicated on the Account such as, but not limited to, taxes, duties, and fees.

13.5 Items should be sent to the address registered in the Buyer's User Profile unless agreed otherwise with the Buyer.

13.5 Items must be sent via a transport service provider that has a tracking and tracing system. We may refuse the carrying out of a shipment through a provider that we do not approve. We recommend that you choose insured and/or declared value shipping as there is a risk of damage and/or loss during shipping and up to delivery. Always carefully consult the terms and conditions offered by the shipping service provider. You agree that we can never be held responsible for shipping services offered or recommended through our Online Marketplace.

13.6 The Seller is obliged to pack the Object properly and assumes the risk for any damage that may occur during shipment.

13.7 Upon receipt of the item by the Buyer, the transaction is considered complete. From this point, any liability of the Website towards the parties ceases.

13.8 If the Seller fails to dispatch the item, the amount paid by the Buyer, shall be returned.

13.9 If the shipment is delayed beyond the carrier's estimated or reasonable time or the Object is lost or damaged during shipment and you cannot reach a solution with the Buyer, you may be required to cooperate in a search conducted by the carrier.

13.10 If the Buyer has paid shipping costs in excess of those claimed, the Seller must reimburse the Buyer for the excess.

13.11 It is clarified that:

- a) All money transfers are made through the partner provider *stripe*.
- b) Sellers will be paid for each completed sale within 5 working days from the successful delivery of the product.
- c) At the end of the settlement, the website transfers the amounts corresponding to its fees to its own account.

[Article 14: Shipping Rules](#)

14.1 The Seller will ship the items to the address registered in the Buyer's Account. The shipping or transfer details in the description of the Transaction Item determine whether the Seller will send the Item to the address you have specified in your Profile or to another address.

14.2 The Seller is obliged to ship only with a courier service, which has a tracking service. We therefore have the right to refuse the Seller to use any other service not accepted by us.

14.3 The Seller must send the Item to the address you have entered in your Profile. The address must be a physical address and cannot be a P.O. Box. The Seller must deliver the Item for shipment to the carrier within 2 (two) days after the Website notifies the Seller that the Buyer has made payment of the amount, which shall henceforth remain blocked in the Website's *stripe* account.

14.4 Once the tracking and tracing code indicates that the Item has been delivered to the Buyer, the transaction is completed, and all liability of the Website is terminated. Any disputes are now solely between the transacting parties, Seller and Buyer.

14.5 In the event that issues arise in relation to the shipment, we ask you to find a solution directly with the Seller.

14.6 The dispatch and transport of the Item is the sole responsibility of the Seller. The Seller shall bear the risk for any damage or reduction in value of the Item during transportation, as defined by law.

14.7 Confirmation of delivery to the designated place of the Buyer's address by the carrier's tracking and tracing service shall constitute proof that the Buyer has received the Object. After receipt, the risk of accidental destruction or deterioration of the Object shall be borne by the Buyer.

14.8 If any problem arises with the delivery, it is recommended that both parties cooperate in an investigation conducted by the shipping or transport company. The fact that an investigation is in progress does not affect our right to decide whether the amount paid by the Buyer will be refunded to the Buyer or paid to the Seller.

14.9 The place that you declare in the Account as the place of performance is important. If you wish delivery to be made to a place other than the place agreed with the Seller, you bear the legal risk after it is delivered for shipment unless you agree otherwise with the Seller.

Article 15: Receipt Refusal

15.1 In the event that the Buyer refuses to receive the Item, which has been sent to the agreed address, or ignores the carrier's notice to set a specific delivery time by neglecting to receive the Item despite having been notified, the Website's rights to the total commission from the provision of our services (Auction Fee of 6% of the Purchase Price and Sales Commission of 9%, which is deducted from the Purchase Price) are not affected.

15.2 The development of the Sale Agreement concerns the parties, who are not deprived of their legal rights. In the event that we receive a report to this effect, we have the right to take measures at our discretion from those set out in Article 16. The Website shall have no obligation to compensate you for any remuneration received in consideration of the services it provides and any claim may only be pursued between the parties to the Sale Agreement.

Article 16: User Activity and Actions Taken by the Website

16.1 Beginning with the registration on the website and onwards, the activity of each user on the website or in relation to it is subject to scrutiny at any time and without prior notice. The inspection shall be carried out by the Administrator either on their own initiative or following a report, notification or complaint addressed to the Administrator by another user or a third party regarding the activity or behavior of another user, which may violate the contractual rules and obligations or be contrary to the applicable legislation.

16.2 If a violation of the terms or the relevant legislation attributed to a user is found, the website reserves the right to take measures to protect both the interests of the website and the interests of other users in order to ensure the maximum reliability of transactions and the proper functioning of the website, protecting the community from illegal or abusive practices.

16.3 The Administrator has the right, even without prior notice or justification, to impose:

- (a) temporary or permanent restriction of the activity of a certain Account in respect of certain activities,
- (b) temporary suspension of an Account and, if the user owns or manages more than one Account, all Accounts managed by or linked to the user,
- (c) to the permanent deletion of the Account and the simultaneous termination of the contract between us without prior notice. We will take this measure in any case where we are required by law or receive an order or recommendation from a public authority to restrict or discontinue providing our services to you, in particular if sanctions are threatened against us due to your conduct and in the event that we consider, without being subject to provide a reason, that it is no longer in our interest to provide our services to the specific user. If there are any outstanding debts or obligations of any kind owed to other users or the website, a notification letter will be sent to the contact email you registered with, asking you to clear any outstanding debts owed to the website and third parties. If the user does not comply within the time specified in the notification letter, we reserve the right to take all legal action. If the decision for permanent deletion is taken at a time when an auction is being conducted with you as the Seller, it is at the website's discretion whether to terminate the process or to allow the process to proceed smoothly. If the issue concerns a user in the capacity of Buyer, the Website may immediately delete the Profile while cancelling all bids submitted from the Account in pending auctions.

16.4 Acting at their discretion and without being obliged to give reasons for their decision, the Administrator may:

- (a) exclude a Transaction Item before its submission to an auction or remove it during the auction by temporarily or permanently discontinuing it;
- (b) remove an offer from a pending auction because of evidence of abusive or illegal conduct by one or more participants;
- (c) temporarily or permanently exclude a user from participating in specific auctions;
- (d) cancel an ongoing auction in particular in view of evidence of abusive or illegal activity.

16.5 While any of the above measures are in effect, you may not register a new Account or access and use the Online Platform through another User's Account. If we find that you have registered or even attempted to re-register on the Platform with falsified, false, or forged information, we reserve the right to initiate legal proceedings.

16.6 If we find that you maintain or manage multiple Accounts on the Website that are directly or indirectly linked to you, we may suspend, restrict, or terminate your access to your use of the Online Platform through any or all of the Profiles associated with or used by you. In such a case, we will provide you with the opportunity to provide us with a written explanation to demonstrate that the Accounts are not associated with you.

16.7 We may, at any time and at our sole discretion and without giving any reason:

- (a) suspend your payment or refund,
- (b) withhold your payment,

(c) make a direct debit or offset any financial claim we may have against you against a financial claim you may have against us,

(d) to withhold payment or reimbursement of your money to offset any financial claim we may have against you,

(e) suspend or not refund your payment until you comply with one or more Sales Contracts and our Instructions.

16.8 We may take additional measures to protect our Online Marketplace and other Users from infringement, fraudulent or otherwise improper conduct and to comply with any applicable laws, including any laws and regulations on financial penalties.

Article 17: Obligations and responsibility of the Website

17.1 Although we endeavor to ensure a reliable transactional environment in order to provide users with quality services, we are not in a position to provide any kind of express or implied warranty as to the services and transactions carried out through the Online Platform. Therefore, we cannot guarantee that (i) the Online Marketplace will be available at any time or from any location desired by the user, (ii) any malfunctions or errors will be corrected immediately, (iii) our Online Marketplace will be secure and free from viruses or any kind of malware, (iv) the Transaction Items sold and purchased will be available, as described, and free from legal and factual defects.

17.2 We have the right to take any action we deem appropriate or necessary including extending Online Auctions, removing Items from Online Auctions, or cancelling pending or scheduled Auctions.

17.3 By accepting these terms and conditions as well as those contained in the remaining terms and policies and to the extent permitted by the rules of applicable law, the website does not assume and shall not be liable for any direct or indirect damages, material or non-material, caused by or in connection with:

(a) The provision of our services, including, but not limited to, damages that may arise from or in connection with the use of the Online Platform or from illegal acts carried out on it by users or third parties or in any other way.

(b) The quality, quantity, authenticity, certification, characteristics and properties, legal and factual defects, and any other case in which the Transaction Items do not meet the expectations of users.

(c) The proper and compliant shipment and delivery of Transaction Items and the general consistency and compliance with the Seller's obligations.

(d) Failure by the Buyer or the Seller to fulfil or properly fulfil the terms of the Sale Agreement.

(e) The accuracy of the estimated costs. The Sales Commission and the Auction Fee are calculated on the basis of the Purchase Price. If taxes, fees, and other charges differ from the original estimate the Seller shall bear the additional costs. Shipping costs are calculated based on data provided by the Seller and paid by the Seller, unless otherwise agreed. We do not and cannot guarantee that these estimates are correct and therefore cannot be held liable for any reason should the total cost exceed or fall short of the estimate.

- f) The content of the Accounts including files, photos, videos, reviews, or descriptions.
- g) Using the Internet Platform for purposes other than those described in Article 2, or for illegal purposes.
- η) The use of services of third-party providers and the acts and omissions of such providers or their employees or collaborators.
- i) The unavailability of our Online Marketplace, technical problems, or other errors of our Online Marketplace.

17.5 If, despite the foregoing, the Website is found and held liable for any damages, we shall be liable to compensate only for direct material damages incurred by us as a result of unlawful acts or omissions attributable in whole or in part to us, up to an amount equal to the total of the Sale Commission and the Auction Fee. This limited liability also applies to the management, directors, officers, employees, agents, and legal successors of the Administrator.

17.6 In any event, we cannot be held liable for indirect material losses, including (but not limited to) loss of profit, loss of revenue, loss of value of the Transaction Items, for all kinds of non-material damage involving the life, health and physical integrity of users, if caused by or in connection with a Transaction Item, as well as for claims for compensation for personal injury, moral damage or mental anguish.

Article 18: Compensation Claims of the Website

18.1 In case a user of the Website (i) violates the Rules of Use, Privacy Policies or Sales Agreements, (ii) acts improperly when using the Online Platform, (iii) violates laws, regulations or rights of third parties through the Platform or (iv) commits illegal acts in the context of its operation, resulting in claims by other Users or third parties against us, we reserve the right to exercise all legal rights against the User to recover all damages and costs (including costs incurred in securing any compensation) which may be sought from the Website. The user will be required to compensate the Website Administrator and our management, as well as directors, officers, employees, agents and legal successors, and any business associated with the Website, and damaged as aforesaid.

18.2 In case of cancellation of the Sale Agreement and regardless of whether there is an agreement between the Seller and the Buyer, the website has the right to claim cumulative payment of the Auction Fee and the Sale Commission, the payment of a penalty of 50% of the Purchase Price as compensation for damage to the reputation and credibility of the website, to take measures under Article 10 hereof against the user and to raise claims for compensation for lost profits.

18.3 The claims of the website are independent and separate from the rights, which are provided and possibly exercised against the user by other users or third parties.

Article 19: Intellectual Property Rights Belonging to the Website

19.1 Intellectual property rights, such as patents, copyrights, trademarks, and database rights of the Website, including but not limited to intellectual property rights in the text, images, design, photographs, software, audiovisual material and other material, are the property of the Website. Without prejudice to any of our legal rights, we grant the user a limited, personal, freely revocable, non-exclusive, non-transferable right to use the website to obtain knowledge of the information available through the website.

19.2 The Website is not intended to damage or exploit the intellectual property rights of third parties, which are merely exposed on the Website for the purpose of promotion and auction sales.

Article 20: Consent to Promotional Activities

20.1 By submitting User Material to the Online Platform, you grant a free, universal, non-exclusive, perpetual, and irrevocable license to share your User Material with the public and/or reproduce it for all purposes we deem necessary including for advertising purposes. The user retains all intellectual property rights in their material.

20.2 This license allows us to promote your Transaction Items and to promote the Online Platform in any form and through any channel both online and offline. Under this license, we may translate your User Materials and promote them on our home page or any other promotional material (including social media) to promote both the Transaction Items and the Online Platform. The permission you grant to us does not expire upon deletion of your User Profile or if you decide to discontinue using the Platform. You also agree that you waive any rights against us for your use of your material.

20.3 We have the right to post translated versions of your material so that it can be directed to users from other countries. We may, at our discretion and in exceptional circumstances, adapt the description of the listing.

20.4 We have the right to remove or change the User Material on the Online Platform without any liability for any damage and without any obligation to pay any compensation to any party.

20.5 If you believe that any material posted on the website is illegal, please report it to us. We are only obliged to remove unquestionably illegal user material upon receipt of a notification. We may deny a request to block or remove or terminate an activity if we have doubts about the validity of the notice or the legitimacy of the evidence submitted.

Article 21: Consumer Rights

21.1 National and European legislation provides increased protection for buyers who are consumers. These Rules do not deprive the Buyer of their consumer rights, provided that they meet the requirements of Directive 2011/83/EU and applicable national and European legislation. The rights of the consumer are exclusively directed by the Buyer against the Seller. The Website is not a party to the Sales Contract and does not exercise any rights or incur any obligations under it.

21.2 Buyers have the right to cancel and return any item purchased from a professional seller if (i) the seller is engaged in a professional trade, (ii) the buyer does not purchase items as a profession or in the context of exercise or to serve their professional status, (iii) the buyer lives in a country of the European Union or the Single Economic Area, including the United Kingdom.

21.3 In the context of the Platform services, the Seller must have the status of a Professional.

Right of Withdrawal 14 (fourteen) days

21.4 It is noted that if a product or service is sold to a consumer via the internet or other means of communication at a distance (by telephone, mail) or outside the shop (by a home seller), the consumer has the right to return the product or cancel the service within 14 (fourteen) days. This period is usually called the waiting period or withdrawal period. The consumer does not have to give reasons for their

decision. The 14 (fourteen) day period starts on the day following the day of receipt or, if the goods are delivered in more than one shipment or, if they consist of several parts, on the day of the last shipment or the day of delivery of the last part or, in the case of agreements on the regular delivery of goods during a specified period, on the day of receipt of the first item.

21.5 The Transaction Object must be dispatched to be returned to the Seller within 14 (fourteen) days of its receipt with a simultaneous declaration of withdrawal from the Contract by the Buyer. If possible, the Item must be returned in its original condition and packaging.

21.6 If the item is returned to the seller within 14 (fourteen) days and there are no problems with the shipment or any damage, you will be refunded the purchase price and delivery costs to you. If the seller has already received payment for this item, they will be obligated to reimburse you for the purchase price and the cost of delivery to you.

21.7 If you do not exercise your right of withdrawal within 14 days your right ceases to apply and the Seller will receive payment.

21.8 If you cancel and return a Transaction Item, you will be liable for the return costs and risk. We recommend that you pack the Transaction Item properly and securely and prefer insured shipping, as in the event of damage the Seller may prove that the item has been damaged or lost during the return shipment, in which case we will be entitled to pay the Seller and act as in other Transaction cases. In this case you have the right to contact the Seller directly to arrange any (partial) refund and/or contact the shipping company to request compensation.

21.9 Before proceeding to a refund, make sure that the Transaction Object does not fall within the scope of the products and services excluded from the scope of the Directive.

2 Year Warranty

21.10 In addition, EU law requires that consumers must be given a minimum two-year guarantee (legal guarantee) as protection against defective products or products that do not match their advertised appearance or function. The Seller has after-sales obligations for any defective products. If the product sold turns out to be defective, or if it does not match the advertised appearance or function, and as long as the legal warranty is still valid, you are responsible. In some countries, this may also apply to the manufacturer or importer.

21.11 The contracting Buyer may request from the Seller a reparation under the legal guarantee provided for by EU law if a product (i) does not correspond to the product description, (ii) has different characteristics from the model in the listing or from the one indicated to the seller, (iii) is unsuitable for the intended purpose; either for which products of that type are generally used, or for which the Buyer ordered it and the Seller accepted it; (iv) does not have the quality and performance normally associated with products of that type; (v) has not been properly installed - either by you or by the customer, due to incomplete installation instructions.

21.12 The above shall cease to apply if the Seller informs the Consumer that the product to be sold has certain problems with regard to its quality, in which case the Consumer cannot claim reparation in respect of such defects.

21.13 The Consumer has the right to exercise the following rights without any charge, namely repair of the product, replacement of the product, price reduction or cancellation of the contract, and a full refund of the amount paid (in some countries the sales contract cannot be cancelled if the defect of the product is not significant).

[Article 22: Dispute Resolution Between Users](#)

22.1 If one of the parties to the Sale Agreement fails to fulfil its obligations, e.g. if the Buyer refuses to make a payment or the Seller refuses to dispatch the Transaction Object, this is a breach of the contractual terms. In this case, it is clarified that the rights of the Website vis-à-vis the parties are independent of the rights and obligations of the parties under the Sale Agreement between them.

22.2 If a complaint arises against another user or a dispute arises from the performance of obligations under the Sale Agreement or during the conduct of an Online Auction, you may report the matter to us in writing. We may assist you to resolve the dispute in good faith and in accordance with these Rules but in no event shall we be under any obligation to do so. If we decide in our sole discretion to make a proposal to resolve the dispute, our proposal is in no way binding and will not affect your contractual or statutory rights or the validity of existing Contracts.

22.3 Regardless of whether or not the dispute is disclosed to us and regardless of any non-binding proposal made by us, users retain all rights and remedies available to them under the law to enforce their rights against other users or third parties. Users are free to assert their rights under the Sales Contract or to assert their claims under the Sales Agreement between them by exercising all rights and means available to them by law, either judicial or extrajudicial. Users are free to proceed directly to make claims against other users without giving us the opportunity to attempt to contact the parties.

22.4 We shall not be liable for any damages or satisfaction of any claim by the Buyer or the Seller arising out of the relationship between them, nor shall we be liable for the fact that the parties may or may not follow any of our proposals.

22.5 The Website reserves the right to withhold and not refund the Auction Fee and Seller's Commission if the Users jointly decide to terminate the Sale Agreement between them.

[Article 23: Dispute Resolution Between Users and the Website](#)

23.1 If you are not satisfied with our services, please let us know and we will try to resolve your problem. If we cannot find a solution, these rules will govern any dispute between a user and the website.

23.2 The relationship of each user with the website and any disputes that may arise between users and the website are governed exclusively by Greek law.

223.3 All disputes arising between users and the website are submitted exclusively to the competent courts of Thessaloniki (Greece).

[Article 24: Change of the Terms of Use](#)

24.1 We have the right to modify, remove or amend our Rules and Policies at any time by posting the amended Rules and Policies on the Online Platform. If a modification or addition significantly affects your rights or obligations, you will receive notice via your individual User Profile, where you will be notified of any changes.

24.2 If you continue to use the Online Platform after the Rules and Policies have been amended or supplemented, you accept the amended or supplemented Rules and Policies as final. If you do not wish to accept the Rules as modified or supplemented, you are free to leave the Platform and delete your individual User Account. Your withdrawal is subject to the settlement of any debts and the fulfilment of any outstanding obligations you have already undertaken towards the Website or towards other users.

24.3 Any amendments to the Rules of Use do not affect auctions in progress, nor do they affect Sale Contracts that have been drawn up but not fully executed.

[Article 25: Termination of Operation - Transfer of Management](#)

25.1 The website may be temporarily or permanently suspended at any time. By accepting the Terms of Use, you acknowledge that in this case the website shall not be liable to the users.

25.2 The website may transfer the rights and obligations deriving from all the Rules and Policies to third parties, who will enter into its rights and obligations. In this case you will be notified accordingly. If you do not agree to the transfer of obligations to a third party, you have the right to stop using the Online Marketplace and delete your Account. If you have outstanding obligations, the termination will only occur after you have fulfilled them.

[Article 26: Autonomy of the Terms of Use](#)

26.1 The invalidity of any part of the provisions shall in no way invalidate the entire Terms of Use and the parties shall continue to be bound by the remainder of the Terms.

26.2 In the absence of any regulation of any issue, the issue shall be interpreted on the basis of the entire Terms, otherwise the provisions of the law shall apply mutatis mutandis.