

Catawiki General Terms of Use

2019-11-01

This version of our Terms of Use will be effective as of 1 November 2019. You can find the Terms & Conditions effective until 2019-11-01 [here](#).

These Terms and Conditions of Use and the other documents we refer to below (together referred to as our 'Terms of Use') govern every way of using our Online Marketplace. By accessing or using our Online Marketplace, you agree to comply with and be bound by these Terms of Use. Please read them carefully so you know your rights and obligations when you use our Online Marketplace.

Article 1: Applicability of these Terms of Use

- Our Terms of Use form a legally binding agreement (the 'Agreement') between Catawiki B.V. ('Catawiki', 'us', or 'we') and you. They govern your access to and use of Catawiki's website, including any subpages and subdomains of the website, our mobile, tablet, and other smart device applications, our application program interfaces (collectively, 'Applications'), and all associated services that are offered through our Applications (collectively, our 'Services'). We will refer to our Applications and Services as our 'Online Marketplace'.
- Any other general terms do not apply to the use of our Online Marketplace. If there is conflicting information between the English version of our Terms of Use and the other language versions, the English version prevails. Any (legal) terms and concepts used in these Terms of Use will, however, be interpreted according to Dutch law.

Article 2: Our other applicable policies

If you sell or purchase Lots on our Online Marketplace, the following documents apply to you. These documents form an integral part of our Terms of Use and by using our Online Marketplace, you agree to them.

- **Seller Terms.** If you offer up Lots for auction on our Online Marketplace, specific rules for Sellers apply to you. [Read them here](#).
- **Buyer Terms.** If you purchase Lots on our Online Marketplace, specific rules for Buyers apply to you. [Read them here](#).
- **Other policies.** To ensure our Online Marketplace is considered safe and trustworthy, we have several policies in place (e.g. our Feedback Policy and EU Right of Withdrawal Policy). [You can find our policies here](#).

Article 3: Your privacy

- Protecting your personal information is important to us. In our [Privacy Policy](#), you can read how we process your personal information. By using our Online Marketplace, you agree that we can use your information for the purposes set out in our [Privacy Policy](#).
- To enable our Users to fulfil their obligations under a Contract of Sale, we provide Users who require it with the necessary personal information (e.g. name, email address,

phone number, and address) of other Users. For example, a Seller needs this information to be able to ship a Lot to a Buyer. However, we cannot be held responsible for the accuracy of the personal data of one User, which we share with another User.

- Both Catawiki and the User receiving personal data are considered separate and independent data controllers of the personal data under applicable data protection laws and regulations. If Catawiki and a User are found to be joint data controllers of the relevant personal data, and if Catawiki is sued, fined, or otherwise incurs damages for any shortcomings that can be attributed to that User, the User agrees to indemnify Catawiki for those damages.
- If you receive another User's personal information, you guarantee that you will only process this information to perform your obligations or to remedy any issues under or arising from the Contract of Sale. You will process this data in accordance with applicable (data protection) laws and regulations. Without permission from the User in question, you may not use personal data for commercial purposes, for instance by sending unsolicited communications or approaching the User for these purposes.

Article 4: Scope of our Services

Catawiki offers an Online Marketplace where you can bid on, buy, and sell special items ('Lots') via our online, computer-based and automated auctions ('Online Auction'). We consider everyone who uses our Online Marketplace a 'User' ('you'). Users who purchase Lots are called 'Buyers' and Users who sell Lots are called 'Sellers'. The scope of our Services is limited in the following ways:

- **Sellers are responsible for the Lots they sell.** We have no control over or responsibility for the quality, safety, lawfulness, or correctness of the Lots. Catawiki plays only a facilitating and supporting role by offering an Online Marketplace and supplementary services.
- **Catawiki is not a party to the Contract of Sale.** Buyers will automatically enter into a purchase agreement ('Contract of Sale') with the Seller of a specific Lot for the amount of the highest Bid (the 'Purchase Price'). There will be no Contract of Sale only if the Seller has set a minimum price ('Reserve Price') and the reserve price is not met. Your obligations and rights under the Contract of Sale can be found in the [Buyer Terms](#) and/or [Seller Terms](#). Read them carefully.
- **We charge commission for your use of our Services.** We ask a fee for your use of our Services. The Commission for Buyers ('Buyer's Commission') is 9% of the Purchase Price (inclusive of VAT, if applicable). We will add this amount to the Purchase Price. Sellers have to pay a commission of 12.5% of the Purchase Price ('Seller's Commission'), which will be deducted from the pay-out of the Purchase Price. If applicable, the Seller Commission will be increased by VAT, taxes (such as withholding taxes), duties, and levies that may be due.
- **We make use of Third-Party Service Providers.** Our Online Marketplace may contain links to third-party websites ('Third-Party Service Providers') or we may make use of the supplementary services of Third-Party Service Providers, such as payment services.

Your use of such products, services, applications, or websites will be governed by and subject to the terms and conditions and privacy policies of the relevant Third-Party Service Provider.

Article 5: Your Catawiki account

Before being able to use our Services, you'll need to create a Catawiki account ('Account'). In principle, anyone may register with Catawiki. However, if you are younger than 18 years, you must get permission from your legal guardian(s). Below you can find the rules related to the use of your Account:

- **Provide accurate information.** When creating your Account you must provide complete, truthful information about yourself or your company. It's prohibited to use false information or impersonate another person or company through your Account. You need to keep this information up-to-date at all times.
- **Pick a proper username.** If you are able to create a username for your Account, we ask you to pick a username that is not or cannot be considered offensive or vulgar, and does not infringe on the intellectual property rights of third parties or otherwise violate these Terms of Use.
- **Protect your Account.** Keep your username and password combination secret at all times. You alone are responsible for any activity related to your Account. We are entitled to assume that only you can sign in using your username and password.
- **Restrictions to your Account.** To ensure our Online Marketplace is and remains trustworthy and safe, we reserve the right (i) to deny you the ability to create an Account, (ii) to restrict the use of your Account, and (iii) to terminate your right to access your Account.
- **Restrictions to Accounts linked to you.** In addition to the above, we may also suspend, restrict, or terminate your use of our Online Marketplace via any and all Accounts we can link to you. We may assume an Account is related to you or used under your instructions if we can manually or automatically match enough overlapping data points between these different Accounts. Consequently, we may take any of the protective measures listed in the applicable Seller Terms and/or Buyer Terms related to all Accounts we consider to be used by you or used under your instructions. In the event you don't agree with our findings, you will bear the burden of proof that the relevant Accounts are not connected to you.
- **If you violate our Terms of Use, you are no longer allowed to register.** If we have limited your access or use of our Online Marketplace in line with our Terms of Use, you are not allowed to register a new Account or access and use our Online Marketplace through another User's Account.

Article 6: Auction rules

We want to ensure all of our Online Auctions run smoothly and are free from non-compliant behaviour. To ensure this, we have set up some auction rules:

- **Our instructions are binding.** You are obliged to comply with any and all reasonable directions and instructions with respect to our Online Auctions that are given by us or on our behalf. If any situations arise that are not covered in our Terms of Use, if there is a dispute between bidders, or if other irregularities arise, we will decide how to proceed.
- **Every Bid is binding.** Every Bid is binding and any Bids made from your Account will be deemed to have been made by you, even if the Bid is placed by someone else who uses your Account.
- **We don't accept shill bidding.** You are not allowed to bid on your own Lots or the Lots of someone connected to you. You are also not allowed to have someone connected to you bid on your Lots. We call this shill bidding.
- **Out-of-platform deals are not accepted.** You are not allowed to directly contact other Users or third parties to enter into a purchase agreement outside of Catawiki for Lots offered on our Online Marketplace.
- **The Online Auction ends when the time runs out.** If a Bid is placed during the last minute of the Online Auction, extra time will be added to the auction.
- **We may require certain forms of security before accepting your Bid.** We may ask you to deposit a certain amount or provide proof of payment security in another way before you are able to bid on a Lot.
- **Varying or supplementary terms may apply to certain purchases.** Other conditions and admission and/or statutory age requirements may apply to the purchase and sale of certain Lots, including, but not limited to, alcoholic beverages and weapons (including antique weapons). Supplementary conditions for offering Lots and/or making Bids may be stipulated on the Online Marketplace and/or in messages and/or emails from Catawiki. You are obliged to comply with them.
- **Catawiki may stop you from participating in an Online Auction.** We are entitled to make it temporarily or permanently impossible for you to bid on Lots at any time (before, during, and after an Online Auction).
- **Catawiki may remove a Bid in a running Online Auction.** We are, at our own discretion, entitled to remove a Bid in a running Online Auction if we deem this necessary (e.g. in the event of possible abuse or fraud or in the event of an obvious mistake by the bidder).
- **Catawiki may remove a Lot from a running Online Auction.** We are entitled, at our own discretion, to remove a Lot from a scheduled or running Online Auction if we deem this necessary. If we remove a Lot, all placed Bids will be removed as well.

Article 7: Use of our Online Marketplace

- Our Services may not be available to Users residing in certain countries. This includes countries where our third party payment providers are not supported or that are not commercially viable to Catawiki. We are entitled to restrict you from creating an Account, and from bidding or selling on the Online Marketplace if you reside in a prohibited country. If you reside in a country that is added to the prohibited country list and you have already created an Account, we will inform you about this and restrict our Services to that relevant Account.

- Your Catawiki account is your responsibility and you use our Online Marketplace at your own risk. The same applies to your use of technical means, such as a computer and an internet connection, when using our Online Marketplace.
- In using our Online Marketplace, you are obliged to comply with all applicable national, European, and international regulations regarding bidding on, offering up, purchasing and selling Lots via our Online Marketplace.
- You agree not to perform any actions that may put an unreasonable and/or disproportionate strain on the infrastructure of our Online Marketplace and/or that may hinder the functionality of the Online Marketplace. You agree not to reverse engineer, try to obtain the source code, use viruses, Trojan horses, worms, bots, or other software or technical tools that can damage the Online Marketplace, make the Online Marketplace inaccessible, or circumvent technical protective measures.

Article 8: Your User Material

When using our Online Marketplace, you can upload certain material, such as descriptions of Lots, photographs, specifications, opinions, advertisements, messages, offers, and/or announcements ('User Material'). The following rules apply for any User Material you upload:

- You understand and accept that you are responsible and accountable for all User Material you place on our Online Marketplace.
- You acknowledge and agree that the User Material you upload or place on our Online Marketplace:
 - i. Is not misleading, inappropriate, or false
 - ii. Is not discriminatory in any way or otherwise offensive, does not call for violence against and/or the harassment of another person or other people and, in our opinion, is not in conflict with public morality or good taste, is not violent, does not contain a link to pornographic material or pornographic websites, and does not promote committing illegal activities
 - iii. Does not consist of chain letters, junk mail, or spam and does not contain links to websites, commercial or otherwise
 - iv. Cannot have a negative effect on the reputation or good name of Catawiki and our affiliated companies and/or our directors
 - v. Is unencumbered, is not in conflict with any laws or regulations or with these Terms of Use, does not infringe on any rights of third parties, and is not otherwise unlawful towards third parties or Catawiki
- By placing User Material on our Online Marketplace, you grant Catawiki a licence to use it. Don't worry, you will retain all intellectual property rights to your User Material. However, you grant us a free, unencumbered, global, non-exclusive, perpetual, and irrevocable licence to communicate your User Material to the public and/or to reproduce it for all purposes we deem necessary (including promotional purposes).
- This licence allows us to promote your Lots and promote our Online Marketplace in any format and through any channel. Under this licence, we can translate your User Material and promote it on our homepage or in any other promotional material (including social media), with the goal of promoting your business and our Online Marketplace. Using your User Material helps us to flourish and is therefore beneficial to

all of our Users. That's also why the licence does not end when your Account is deleted or you decide to stop using our Online Marketplace. You also agree not to assert any moral rights against us for using your User Material.

- We are entitled to have the User Material of a particular Lot translated (including through machine translation) so that Lots can also be offered in other countries. We may, at our discretion, dissolve the Contract of Sale on behalf of a User if that User is demonstrably negatively affected by a manual translation error and no other solution for the User is found. If we are informed of an incorrect Lot translation while the Lot is still in auction, we may, at our own discretion, adjust the Lot description or remove the Lot from the auction.
- **Reporting unlawful or unauthorized content.** If you are of the opinion that certain User Material is unlawful, we ask you to report this to us. You can find more information on how to notify us [here](#). We are only obliged to remove unmistakably unlawful User Material after receipt of a notice. We may refuse a request to block or remove User Material or discontinue an activity if we have valid reasons to doubt the correctness of the notice or the legitimacy of the evidence submitted.
If we see reason to do so, we are entitled to remove or change User Material from our Online Marketplace, without being held liable for any damage and without being obliged to pay any compensation.

Article 9: Termination, suspension, and other measures

- **Termination by you.** You may terminate your Account at any time. We have the right to refuse deletion of your Account if you still need to perform certain obligations (such as payment or delivery obligations) towards Catawiki or other Users or if there is a chance any complaints related to recently sold Lots may still arise.
- **Termination for convenience by Catawiki.** Without limiting our rights specified below, we may terminate your Account if we are legally required to limit our Services to you or if it's no longer in our business interest to provide our Services to you.
- **Termination for cause by Catawiki.** Any violation of these Terms of Use may result in the immediate termination of your Account without any formal requirements (e.g. a notice of default) being necessary.
- **Suspension of our Services.** We are entitled to suspend our Services to you if we have sufficient reason to believe you do not act in accordance with these Terms of Use. To be clear, this means we can suspend your use of any and all Accounts used by you or operated under your instructions.
- **We may set-off claims.** To secure our own rights and those of other Users (e.g. if you breach our Terms of Use), we are entitled, at all times and at our own discretion, to (a) suspend your pay-out or refund, (b) withhold your payment (c) offset any financial claim we might have towards you with a financial claim that you might have towards us. If any of these actions is regulated by mandatory (consumer) law, we may only do so in accordance with such mandatory law.
- **We may take additional protective measures.** In addition to the above, we may take other measures to protect our Online Marketplace and other Users from infringing, fraudulent, or otherwise inappropriate behavior. Please consult the applicable [Seller Terms](#) and/or [Buyer Terms](#) for the additional measures we may take.

Article 10: Catawiki's Intellectual Property Rights

Any and all intellectual property rights, such as copyright, trademark, and database rights of the Online Marketplace and our database, including but not limited to the intellectual property rights to the texts, images, design, photos, software, audiovisual material and other material, lie with Catawiki or our licensors. Subject to the conditions in these Terms of Use, we grant you a limited, personal, revocable, non-exclusive, not (sub)licensable, non-transferable right to use our Online Marketplace and to view the information in the manner and in the format it is made available via our Online Marketplace.

Article 11: Availability of our Online Marketplace

Catawiki is authorised, at all times and without prior notice, to make procedural, technical, commercial, or other changes and/or improvements to the Online Marketplace. We are also authorised to put the Online Marketplace (temporarily) out of operation and/or to limit use of the Online Marketplace if, in our opinion, this is necessary (e.g. in the context of reasonably necessary maintenance to the Online Marketplace).

Article 12: Warranties and liabilities

- We are dedicated to making our Online Marketplace the best it can be, but we're not perfect and sometimes things can go wrong. You understand that our Service is provided 'as is' and without any kind of warranty (express or implied).
- We do not guarantee that (i) the Online Marketplace will be secure or available at any particular time or location, (ii) any defects or errors will be corrected, (iii) the Online Marketplace will be free of viruses or other harmful materials, or (iv) the results of using the Online Marketplace will meet your expectations.
- If, at any time, our Online Marketplace is unavailable or any defects or errors occur, we are, at our own discretion, entitled to take any measures we deem appropriate or necessary. These measures include but are not limited to: removing Lots from Online Auctions, cancelling transactions, and dissolving Contracts of Sale on behalf of Users. When we make decisions around this, we will always take into account the interests of all parties concerned.
- **What we cannot be held liable for.**
In so far as is permitted by mandatory law, we accept no liability whatsoever for damages resulting from:
 - A. The provision of our Services, including but not limited to damages resulting from or in connection with your use of the Online Marketplace or from wrongful acts or otherwise
 - B. The conclusion, performance (this includes the delivery of Lots), and/or dissolution of a Contract of Sale by a Buyer or Seller
 - C. The cancellation of a transaction by Catawiki or dissolution of a Contract of Sale by Catawiki on behalf of a User
 - D. Value estimates we (automatically) provide for certain Lots. We do not guarantee that these estimates are correct and therefore we cannot be held

liable whatsoever in the event that Lots turn out to be worth more or less than the estimate

- E. Any errors in the text as a result of machine translations
 - F. User Material (such as photographs and the description of Lots)
 - G. Unlawful use of the Online Marketplace
 - H. Your use of the services of Third Party Service Providers
 - I. Technical problems or other errors of our Online Marketplace
- **Limitation of liability.** If, despite the above, Catawiki is liable for any damages for any reason whatsoever, we are only liable for the compensation of direct damages you suffer as a result of a shortcoming or wrongful act that can be attributed to us. Direct damages only include material damage to goods, reasonable costs incurred to prevent or limit direct damage, and reasonable costs incurred to determine the cause of the damage, the liability, the direct damage and the manner of repair. If Catawiki is liable for damages for any reason whatsoever, our liability is limited to the highest of the following amounts: (i) the total commission we've received from the User in question in the period of three months prior to the action that led to liability or (ii) € 500 (five hundred euros). This limitation of liability does not exclude our liability for gross negligence or willful misconduct committed by Catawiki and/or our management.
 - **Report a damages claim in time.** You have to report any damages to us in writing as soon as possible after the first appearance of the damages. Each claim for compensation against Catawiki expires twelve (12) months after the first appearance of the damages.

This limitation period of one (1) year also applies if we need to pay out or refund you but you have not sent us the required contact, personal, and/or bank information to do so, after we've requested it (at least once) by mail or phone. In those situations, the limitation period will start from the moment (i) the claim became due and payable or (ii) the Contract of Sale was dissolved by us on behalf of a User.

Article 13: Indemnification

To the maximum extent permitted by applicable law, you are liable to fully indemnify us against claims from other Users or third parties and all damages and costs Catawiki suffers or incurs as a result of (i) your failure to perform the Terms of Use, (ii) any improper actions during the use of our Online Marketplace, (iii) your breach of any laws, regulations, or third party rights, or (iv) a wrongful act. The obligations for indemnification in this Article also apply to any companies affiliated with Catawiki as well as our management, directors, employees, representatives, and legal successors.

Article 14: Disputes with other Users

We expect Users to resolve any dispute between themselves. However, if necessary, Catawiki will make reasonable efforts to mediate between the Seller and the Buyer.

- Any complaints and disputes between the Seller and the Buyer must therefore be reported to us as quickly as possible. We will attempt to help you resolve the dispute in good faith and in line with our Terms of Use.
- Even with our support, it's possible that disputes may not reach a satisfactory conclusion. If this happens, you agree that we can decide to either refund the Buyer or pay the Seller. Of course, we base our decision on all relevant information available and take into account any possible agreements made between Buyer and Seller. We want to clarify that our decision has no effect on the validity of the Contract of Sale. Despite the decision we reach, the Buyer and Seller are free to obtain their rights under or discuss their claim related to the Contract of Sale amongst themselves. However, we cannot be held liable to pay any damages or other compensation to the Buyer or the Seller if they don't agree with our decision.
- If Users decide to dissolve the Contract of Sale amongst each other and without the mediation of Catawiki, the Users forfeit the right to receive a refund of the relevant Buyer and/or Seller Commission.
- All Contracts of Sale between Sellers and Buyers, are governed by Dutch law. However, you acknowledge that international private law may result in laws other than Dutch law being applicable to the Contract of Sale entered into by Users.

Article 15: Disputes with Catawiki

If you're unhappy with our Services, let us know and we'll try to resolve your issue. In the unfortunate situation we can't find a solution, the following rules will govern any legal dispute between you and Catawiki:

- These Terms of Use, the use of our Online Marketplace, and any disputes that arise from this are governed by Dutch law, unless otherwise stipulated in mandatory law.
- All disputes that arise between you and Catawiki will be submitted to the competent court in the district of Amsterdam, unless mandatory law stipulates that the dispute must be submitted to another court. With regard to consumers, disputes must be submitted to the competent court in the district of Amsterdam, unless the consumer chooses a court that is competent according to law within one month after Catawiki has invoked this provision in writing.
- Even though we'd like to solve any issues ourselves, we want you to know that you can also submit a complaint to an authority for extrajudicial dispute resolution (see the website of the [ODR Platform](#) for more information).

Article 16: Changing these Terms of Use

- We may amend or supplement the Terms of Use at any time by posting the amended Terms of Use on our Online Marketplace. If an amendment or supplementation will significantly affect your rights or obligations, we'll notify you by email or bring the changes to your attention during your use of our Online Marketplace.
- If you continue to use our Online Marketplace after the Terms of Use have been amended or supplemented, you irrevocably accept the amended or supplemented

Terms of Use. If you do not wish to accept the amended or supplemented Terms of Use, you are free to stop using the Online Marketplace and delete your Account.

- Catawiki may transfer rights and obligations that follow from these Terms of Use to third parties and we will inform you if this happens. If you do not find the transfer of obligations to a third party acceptable, you can discontinue using the Online Marketplace and delete your Account, subject to applicability of Article 9.

Article 17: Survival

If any provision(s) in these Terms of Use is/are void or invalid in whole or in part for any reason, the User and Catawiki remain bound by the remaining Terms of Use. We will replace the void and/or invalid part (with regard to the specific User or specific situation) by provisions that are valid. These new provisions will have legal consequences that are in line with the invalid provisions as much as possible, based on the contents and object of these Terms of Use.

Article 18: Contact us

For questions about our Online Marketplace or these Terms of Use, you can contact us via the following contact information:

Catawiki B.V.
Overcingellaan 5
9401 LA Assen
The Netherlands
T - +44 20 3856 4102

[You can also send an email via the contact form.](#)