

Encheres Terms and Conditions:

Important:

These terms and conditions apply to all online bidding at auction sales conducted by or in conjunction with Encheres. n y registering to participate in an Encheres auction sale via online bidding, you expressly agree to these terms and conditions.

These terms and conditions are supplemental, meaning that they shall apply ito the general conditions of sale and other terms and conditions applicable to bidders and buyers participating in the subject sale (collectively, the “Bid Conditions”) and shall be deemed incorporated by reference and made a part of the bid conditions for such sale the general bid conditions are published on our website. Additional information will also be published on the website regarding any sales. Please be aware that announcements affecting sales may also be made on the website because it is purely a web-based service. In registering to bid at any sale, you agree to the applicable Bid Conditions.

In Addition, some legal clauses will also be applicable in some scenarios.

Eligibility:

Our services are available only to individuals who can enter into legally binding contracts under the applicable law of their respective countries. Without limiting the foregoing, our services are not available to minors. If you are a minor, you may use our services only in conjunction with your parent or guardian. If you do not qualify, do not use our services.

Further, your account and User ID may not be transferred or sold to another party. If you are registering as a business entity, you represent that you have the authority to bind each entity to this Agreement.

Each AH (Account Holder) that conducts a live or timed auction will have its own eligibility requirements that must be met in order for you to participate in that must be met in order for you to participate in that auction. You are required to have metamask integration to your account at all times and in the case of digital assets, you need to have the amount bided in your wallet as the process requires deducting and reissuing of the money transferred. You agree to maintain at all times the accuracy of your account information including contact information, addresses, and metamask wallet information, and to allow us to provide any of your account information to AHs whenever necessary, including for participating in auctions. Approval to participate in one live or timed auction does not guarantee approval to participate in any other live or timed auction, conducted either by that AH, or by another AH. Each AH has sole discretion to refuse to approve your eligibility for any live or timed auction. For sellers and DCs (Digital Creators), it is required that they share all the information asked during the creation of an auction, failing to provide such will result in that item not being listed in any of the categories available in the web app. Sellers and DCs are required to be completely honest and responsible for the transfer of ownership after the sale of an item, failing to do so will make you liable for legal action under our terms of service.

Registration and Sale:

1. Registration:

1.1. Before you can participate in any Online Auctions, you must first be registered to bid online and also fall under the eligibility criteria stated above. The registration or SignUp page can be accessed from the top right corner of Encheres Web-app. During the registration process, you'll be asked to integrate your metamask wallet (if already activated) to your account as all the transactions will be undergone through

blockchain services, if not activated [click here](#) to activate your metamask wallet and continue after that.

1.2. Once you have registered you must keep your account details strictly confidential and you must not permit any third party to use or access your account on your behalf or otherwise. You will be liable for all the transactions or bids made through your account, Encheres will not be held accountable for any mishappenings that may occur to your assets in such a scenario.

2. Online Bidding Process:

2.1. Once you have made an account you can participate in all types of available actions listed on our catalog.

2.2. Bidding process for non-digital goods will be done the same as an auction house which will give you a window timer before the sale goes to the highest bidder.

2.3. During timed auction events the item will be listed on our catalog with the time remaining and the highest bid, through which you can decide whether to bid on a particular item at a particular time.

2.4. For bidding on Digital Items you need to keep in mind that the money will be deducted from your wallet once you place a bid both in live and timed action. So before placing a bid you are required to keep enough funds in your metamask wallet.

2.5. You acknowledge that you are bidding in an auction (Live or Timed) and you agree that each bid submitted as provided in these terms and conditions is irrevocable and cannot be amended or corrected even if submitted in error and notified to us. You accept full liability to pay in full and on time in accordance with the Bid Conditions for any lot that is the object of a successful bid submitted from your account.

2.6. Please note that Encheres reserves the right to reject a registration to bid online, withdraw its permission for you to use its services, or terminate any account, for any reason at any time prior to, during, or after a sale.

Listing Conditions:

When listing an item, you agree to comply with your country's listing policies and selling practices policies and that:

- You are responsible for the accuracy and content of the listing and item offered.
- Your listing may not be immediately searchable by keyword or category for several hours. Encheres can't guarantee exact listing durations.
- When you use the create auction tool to create listings, the starting price will be set by you and it is advised to get the item assessed by an expert before you put a ballpark figure on the listing.
- Content that violates any of Encheres' policies may be modified, obfuscated, or deleted at Encheres' discretion.
- We may revise the listings data associated with listings to supplement, remove, or correct information.
- We strive to create a marketplace where buyers find what they are looking for.

Therefore, the appearance or placement of listing in search and browse results will depend on a variety of factors, including, but not limited to:

- Buyer's location, search query, browsing site, and history;
- Item's location, listing format, price and shipping cost, terms of service, end time, history, relevance to the user query;
- Seller's history, including listing practices, Detailed Seller Ratings, Encheres policy compliance, Feedback, and defect rate; and
- Number of listings matching the buyer's query.

- To drive a positive user experience, a listing may not appear in some search and browse results regardless of the sort order chosen by the buyer.
- Some advanced listing upgrades will only be visible on certain Services.
- Encheres listing policy may also affect whether your listing appears in search results.

Fees:

The fees we charge for using our Services are listed [here](#). We may change our seller fees from time to time by posting the changes on the site 14 days in advance, but with no advance notice required for temporary promotions or any changes that result in the reduction of the fees.

If you are a seller, you are liable for the transaction fees riding out of all sales made using some or all Encheres Services, even if sales terms are finalized or payment is made outside of Encheres. In particular, if you offer or reference your contact information or ask a buyer for their contact information in the context of buying or selling outside of Encheres, you may be liable to pay a final value fee applicable to that item, even if the item doesn't sell, given your usage of Encheres Services for the introduction to a buyer.

The payment method is metamask wallet (Ethereum Blockchain), and you must always have this integrated into your Encheres account. The fee for every sale will be deducted at the time of transaction and the fees for such sale are item dependent ([Know more](#)). We may also report information about your account to credit bureaus, and as a result, late payments, missed payments, or other defaults can come under legal action.

The sale of digital items via NFTs is liable to various use criteria and the owner of a specific item can give different permissions about the usage of that NFT, so while buying these it is your responsibility to clear out your permissions after buying. Once the sale is declared Encheres is entitled to collect its fees for its Services.

Privacy:

You consent to the collection and use of your personal information by The Globe and Mail for purpose of your registration, participating in one or more auction or independent items sales, and using the website, THE GLobe and Mail may disclose your personal information to the applicable Vendor(s) if you are the highest bidder in on or more of the online auctions or a buyer orf one of the items available in our independent items listings. For further information on how your personal information is collected, used, and disclosed by The Globe and Mail, please consult our [Privacy Policy](#).

Biddings will be displayed using aliases, you can choose your own alias and that can be changeable anytime. It is advised not to disclose any of this information and kept totally confidential. In case of a security breach from your side happens, Encheres may not be accountable for that.

International Terms:

We aim to provide a vast network that expands across continents to sell and buy the things that you would like, so in case of an international transaction the import fees will be charged from the buyer and the fees will be applicable as the country's laws that the buyer resides in. The export fees (if any) will be charged from the seller and is to be included in the listings separately.

For international sellers dealing physical goods ensuring the item condition to be the same as during the sale is their responsibility, once the transaction is made it is the seller's duty to ship the item to the buyer's address and provide an ETA, failing to which will result in legal action.