

# Intellectual Property & Copyright Policy

**SellOut Ltd**

**Effective Date:** 03/03/2025

This Intellectual Property & Copyright Policy ("Policy") outlines the rights and responsibilities of users on the SellOut Ltd ("SellOut", "we", "our", or "us") marketplace with respect to intellectual property rights. It complements the User Agreement, Refund & Cancellation Policy, and other applicable platform rules and legal notices.

SellOut Ltd operates as a neutral intermediary and information society service provider under the Electronic Commerce (EC Directive) Regulations 2002. Accordingly, we facilitate online commerce but do not take possession of, control, or pre-screen user content or products. All intellectual property compliance obligations are shared between SellOut and its users in accordance with UK law.

## 1. Our Legal Framework

This Policy is informed by the following UK statutes and regulations:

- **Copyright, Designs and Patents Act 1988** – governing copyright and related rights including software under the Copyright (Computer Programs) Regulations 1992;
- **Trade Marks Act 1994** – governing registered and unregistered trademarks including prohibitions on deceptive marks under Section 3(3)(b);
- **Patents Act 1977** – governing registered patents;
- **Consumer Rights Act 2015** – ensuring goods sold comply with quality and description standards, and providing remedies for non-compliance;
- **Registered Designs Act 1949** and **CDPA 1988, Part III** – governing design rights;
- **Electronic Commerce (EC Directive) Regulations 2002** – outlining intermediary liability and takedown duties, as retained in UK law post-Brexit;
- **Online Safety Act 2023** – requiring platforms to mitigate risks related to illegal and harmful content, including counterfeit goods;
- **Digital Economy Act 2017** – strengthening online copyright enforcement powers;
- **Data Protection Act 2018** and **UK GDPR** – governing lawful handling of personal and rights-related data;
- **Intellectual Property (Unjustified Threats) Act 2017** – limiting abusive legal threats involving IP;
- **Proceeds of Crime Act 2002** – applicable where sales of infringing goods may give rise to criminal proceeds.

## 2. SellOut's Role and Platform IP Ownership

SellOut is a digital marketplace facilitating transactions between independent third-party users. We do not sell goods or services, nor are we a party to contracts between users. As a result, we are not liable for

intellectual property misuse by users unless we acquire actual knowledge and fail to act expeditiously to remove or disable access to the infringing content, or take other appropriate actions to address the infringement.

The "SellOut" name and logo are registered trademarks of SellOut Ltd under UK Trade Mark No. UK00003873136. All platform content—including designs, layouts, software, source code, and media—remains the intellectual property of SellOut Ltd or its licensors. All rights are reserved.

### **3. Rights and Obligations of Users**

#### **3.1 User-Generated Content and Licensing**

By uploading content (e.g. listings, descriptions, photographs, brand references), users confirm that they:

- Own or lawfully control the associated IP rights; and
- Grant SellOut a worldwide, non-exclusive, royalty-free licence to use, display, reproduce, modify, and distribute such content for platform operation, marketing, and legal compliance.

This licence is perpetual and irrevocable. Users agree to waive any moral rights in such content as permitted under Sections 77–89 of the Copyright, Designs and Patents Act 1988.

#### **3.2 Prohibited Conduct**

Users may not post, list, link to, or distribute any item or content that:

- Infringes the copyrights, trademarks, designs, or patents of third parties;
- Includes counterfeit goods, pirated media, or unauthorised brand use;
- Circumvents IP protection mechanisms (prohibited by Section 296 CDPA 1988);
- Misleads consumers into believing an unauthorised affiliation with a third-party brand.

### **4. Reporting Suspected Infringement**

#### **4.1 How to Report**

If you are a rights holder or authorised agent and believe your intellectual property rights have been infringed on SellOut, you may submit a notice of infringement to:

Email: [support@selloutweb.com](mailto:support@selloutweb.com)

A valid notice must include:

- A description of the IP right allegedly infringed (e.g. registered trademark number);
- URLs or listing IDs of the alleged infringing content;

- Proof of rights ownership or exclusive licence;
- A sworn statement asserting good faith belief in infringement;
- Contact information for follow-up.

#### **4.2 SellOut's Response Time**

SellOut aims to acknowledge valid notices within 3 business days and to take appropriate remedial action promptly. Notices related to computer programs or software will be prioritised. Where the notice is incomplete or ambiguous, further clarification may be requested.

#### **5. Counter-Notice by Sellers**

Sellers or users whose content has been removed following a takedown may submit a counter-notice if they believe the takedown was made in error. The counter-notice must:

- Identify the removed content and basis for lawful use;
- Include contact details and a statement consenting to the jurisdiction of the English courts;
- Declare under a statement of truth in accordance with English law that the claim is accurate and submitted in good faith.

Where a valid counter-notice is received and the seller demonstrates a legitimate basis for lawful use, SellOut will reinstate the content unless formal legal action is taken by the rights holder within 30 days. SellOut reserves the right not to reinstate content if there are reasonable grounds to suspect continued infringement or illegality.

#### **6. Enforcement and Repeat Infringers**

SellOut may take any of the following measures in response to suspected or confirmed infringement:

- Takedown of infringing content or listings;
- Suspension of the seller's account;
- Termination of access to the platform;
- Disclosure of relevant data to law enforcement or rights holders under Article 6(1)(c) UK GDPR;
- Reporting to Trading Standards or other relevant authorities.

Repeat infringers may face permanent bans and further civil or criminal liability. A "repeat infringer" is defined as any user receiving three (3) valid infringement notices within a 12-month period.

#### **7. Optional Platform Tools (To Be Determined by SellOut)**

SellOut does not currently operate a formal Verified Rights Owner (VeRO) program or automated IP reporting system. Rights holders must follow the reporting process outlined in Section 4.1. SellOut is

committed to continually improving its processes for IP protection and may consider implementing such tools in the future.

## **8. Platform Liability and Legal Position**

Under Regulation 19 of the Electronic Commerce (EC Directive) Regulations 2002, SellOut Ltd is not liable for unlawful content posted by users unless:

- We obtain actual knowledge of the unlawful nature of the content; and
- We fail to act expeditiously to remove or disable access to it.

Nothing in this Policy limits statutory rights available to users under applicable law, nor does it affect SellOut's ability to comply with legal obligations or enforce its own rights.

## **9. Data Handling for IP Enforcement**

All personal data collected in connection with IP reports, counter-notices, or enforcement actions is processed in accordance with:

- **Article 6(1)(c) and (f) of the UK GDPR** – processing for compliance with legal obligations or legitimate interests;
- **Data Protection Act 2018** – ensuring fairness, transparency, and security of data;
- SellOut's Privacy Policy – as applicable.

Data will be retained only for as long as necessary for enforcement, compliance, or legal defence purposes, typically not exceeding 6 years from the date of collection, to comply with the Limitation Act 1980 and relevant data protection regulations.

## **10. Accessibility Statement**

SellOut is committed to ensuring that this Policy is accessible to all users, including those with disabilities. This document is structured and published in accordance with the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA. While WCAG 2.1 AA compliance exceeds statutory requirements, we voluntarily adhere to these standards.

## **11. Governing Law and Jurisdiction**

This Policy shall be governed by and construed in accordance with the laws of England and Wales. Users and rights holders agree to submit to the exclusive jurisdiction of the English courts for the resolution of all disputes arising out of or in connection with this Policy.

## **12. Updates and Revisions**

This Policy was last reviewed in April 2025 to reflect post-Brexit regulatory changes, including the replacement of the EU ODR platform with UK-approved ADR providers. SellOut regularly reviews this Policy to ensure legal accuracy and compliance. Updates will be published on our website and take effect upon posting. Users are encouraged to review this Policy periodically.

### **13. Contact Us**

For enquiries, formal notices, or reporting suspected IP infringement, please contact:

Email: [support@selloutweb.com](mailto:support@selloutweb.com)

All sellers are expected to conduct reasonable due diligence to ensure that their listings do not infringe the rights of third parties. Repeat failure to do so may result in enforcement action.

SellOut respects exceptions such as fair dealing for the purposes of criticism, review, or parody under Sections 29 and 30 of the CDPA 1988, provided such use is proportionate and non-commercial.