

## Terms & Conditions User Agreement

### 1. Introduction to User Agreement

Welcome to SellOut Ltd. This User Agreement, along with Privacy Policy and the policies outlined on our website and App, establishes the framework for your access to and use of our diverse array of digital services, which include our website, services, applications, and various tools, collectively referred to as 'Services'. By using our Services, you are agreeing to adhere to the terms set forth in this User Agreement and all related policies.

Your use of our Services constitutes a binding agreement with SellOut Ltd, Unit A 82 James Carter Road, Mildenhall Industrial Estate, Suffolk, United Kingdom, IP28 7DE, and registered under 13640565, in the United Kingdom.

### 2. Understanding SellOut's Marketplace Role

**Marketplace Overview:** SellOut serves as a dynamic online marketplace, enabling users to offer, sell, and purchase a wide array of items and services in various pricing formats and locations. Our platform is designed to facilitate a diverse and engaging shopping and selling experience.

**Role in Transactions and Item Possession:** SellOut does not take possession of any items listed or sold on our platform. We act solely as a facilitator in the transaction process between buyers and sellers. The contract for the sale of any item is directly between the buyer and seller, with SellOut not being a party to this transaction and not functioning as a traditional auctioneer.

**Provision of Guidance:** Within our Services, SellOut provides helpful guidance regarding pricing, postage, and listing. This information is intended to be advisory only, leaving the decision to follow such guidance at the discretion of our users. SellOut does not review the content or listings created by users and does not monitor or control them. Our role does not extend to monitoring or controlling the listings on our platform.

**Dispute Resolution and Transaction Guarantees:** While SellOut supports dispute resolution, we do not have control over nor guarantee specific aspects of transactions, including the existence, quality, safety, or legality of items listed; the accuracy of users' content or listings; the ability of sellers to sell items; or the ability of buyers to complete payments.

**VAT and Reporting Obligations:** As an online marketplace, SellOut Ltd is required to comply with HMRC regulations concerning VAT obligations. Sellers using our platform must ensure they are VAT registered if their taxable turnover exceeds the VAT threshold of £90,000 (as of March 2025). Additionally, SellOut will provide necessary reporting to HMRC as required by law, including details of sales revenue and transaction information made through our platform to assist in tax compliance. SellOut is not responsible for providing tax advice. Consult with a qualified accountant or tax advisor for specific advice regarding VAT obligations.

### 3. Using SellOut

**Components of the Agreement:** This document includes an introduction, details about SellOut, and the terms of use. It covers various aspects like user responsibilities, transactional guidelines, and other conditions related to using SellOut's services.

**Contractual Entity Based on User Location:** The contract is with SellOut Ltd, Unit A 82 James Carter Road, Mildenhall Industrial Estate, Suffolk, United Kingdom, IP28 7DE, company number 13640565.

**Guidance and Recommendations:** In our role as a marketplace facilitator, SellOut offers a range of advisory services, including pricing strategies, postage options, and listing advice. These services are designed to be informational and supportive, giving our users the freedom to make informed decisions based on their individual needs and preferences. While we take pride in providing these insights, it is crucial to note that we do not actively review or control the user-generated listings or content on our platform.

#### **Guidelines and Prohibitions:**

**Content Listing and Categorisation:** Within SellOut's vibrant marketplace, it's essential that users accurately categorise and list items, ensuring that all content posted is appropriate and relevant to the designated areas. This guideline is fundamental to maintaining an organised, user-friendly environment where buyers can easily navigate and sellers can effectively showcase their items.

**Compliance to Legal and Policy Frameworks:** Users of SellOut are expected to conduct their activities in strict compliance with applicable laws, third-party rights, and our platform's policies. This

compliance is not just a legal obligation but also a commitment to upholding the integrity and trustworthiness of our marketplace.

**Prohibition of Counterfeit and Infringing Sales:** SellOut stands firmly against the sale of counterfeit goods and any infringement on the intellectual property rights of others. Our commitment to authentic and legitimate transactions is unwavering, as we strive to protect creators' rights and consumers' trust.

**User Eligibility and Service Accessibility:** SellOut's services are designed for individuals capable of entering into legally binding contracts. Therefore, individuals under the age of 18, or those who have been temporarily or indefinitely suspended, are not permitted to use our services. This agreement ensures that all transactions are legally valid and protects the interests of all parties involved.

**Fulfilment of Transactional Obligations:** Users are expected to honour their commitments to pay for items they purchase and to deliver items they have sold, barring exceptional circumstances outlined in our policies. This expectation is a cornerstone of transactional integrity on SellOut, fostering a reliable and accountable community.

**Fair Pricing and Non-Interference:** Manipulating prices or interfering with other users' listings undermines the fairness of our marketplace. SellOut advocates for transparent pricing and fair competition, ensuring all users have equal opportunities to buy and sell.

**Accuracy and Honesty in Content:** The integrity of information is vital on SellOut. Users must refrain from posting misleading, false, or defamatory content. This commitment to truthfulness and respect is essential in building a trustworthy community where users can engage confidently.

**Feedback and Ratings Integrity:** The feedback and ratings system on SellOut is a critical tool for building trust and transparency. Actions that undermine this system are strictly prohibited, as they can significantly impact the user experience and the platform's credibility.

**Account Transfer and Security:** The transfer of SellOut accounts, including feedback and user IDs, is restricted and requires our explicit consent. This policy is in place to protect user identities and prevent misuse of accounts, ensuring a secure marketplace for all.

**Spam and Malicious Activities Prohibition:** Distributing spam, engaging in pyramid schemes, or spreading harmful software is not tolerated on SellOut. Protecting our community from such disruptive and damaging activities is paramount to maintaining a safe and enjoyable platform.

**Intellectual Property Compliance:** We expect users to respect the intellectual property rights enshrined within SellOut and those belonging to third parties. Infringement of these rights is a serious violation that can erode the trust and creativity that define our marketplace.

**Responsible Use of Applications and Information:** The commercialisation or unauthorised use of SellOut's applications and associated information is prohibited. Our platform is built on principles of fair use and respect for the intellectual efforts behind each application.

**Data Privacy and User Information:** At SellOut, the privacy of user information is a priority. The unauthorised harvesting or collecting of user data, such as email addresses, without consent is a breach of privacy and trust.

**Technical Integrity and Export Compliance:** Users must respect the technical measures we implement to provide secure and efficient services.

#### 4. Provisions for Business Entities and Service Commencement

**Authority of Business Representatives:** When registering with SellOut as a business entity, or representing one, it is essential that the individual undertaking this registration has the legal authority to bind the entity to the SellOut User Agreement. This assurance is crucial to maintain a professional and legally sound environment on our platform, ensuring that all business activities conducted are under the scope of authorised representation.

**Compliance with Online Trading Laws:** Businesses engaging in commerce on SellOut are obligated to comply with the full spectrum of laws pertaining to online trading. This is particularly significant for sellers who must familiarise themselves with and adhere to the legal requirements specific to the markets they operate in. Our Listing Conditions provide further insight into these legalities, especially tailored for sellers in the UK, reinforcing our commitment to lawful and ethical trading practices.

**Service Commencement and Cancellation Rights:** Upon accepting the SellOut User Agreement, our services will commence immediately. By accepting these Terms, you expressly agree that service provision begins immediately, and acknowledge that you lose your 14-day right to cancel under the Consumer Contracts Regulations 2013. Recognising the importance of flexibility and user rights, you are entitled to cancel this agreement. In the event of cancellation, we reserve the right to recover costs for any services rendered up to that point, aligning with our commitment to fairness and transparency.

Business users have a specified process for cancellation as the following:

- **Impact of Closing Your SellOut Account:** Deciding to close your account on SellOut is a significant step that comes with certain irreversible consequences. Once you initiate this process, you will lose the ability to engage in sales or access your account details on SellOut. This action also results in the permanent loss of your accumulated feedback, along with your comprehensive history of purchases and sales. It's a decision that effectively erases your presence and activity records on our platform.
- **Consultation Before Account Closure:** At SellOut, we value our users and their experiences on our platform. Should you consider account closure, we encourage you to first reach out to our support team. Our goal is to understand and address any challenges you might be facing, striving to offer solutions that could alter your decision. We believe in open communication and are committed to enhancing your experience with us.
- **Preconditions for Account Closure:** Before proceeding with the closure of your account, it is imperative to ensure that all financial obligations are settled. This includes clearing any outstanding fees, ensuring your account balance is zero, resolving open bids, and concluding all pending transactions, which cover pending payments, returns, or disputes. Additionally, canceling any active subscriptions associated with your account is a crucial step. These measures are necessary to avoid any complications during the closure process.
- **Procedure and Timeline for Account Closure:** Upon receiving your request to close your account, SellOut will promptly acknowledge it, typically within 24 hours, via your registered email. The complete closure of your account usually takes around 14 days from the request date. However, this period can extend up to 60 days in cases involving recent transactions or disputes, ensuring all pending matters are adequately

resolved. This timeline is designed to safeguard both your interests and those of the SellOut community.

- **Data Deletion and Reopening Option:** Following the stipulated closure period, your SellOut account will be permanently closed, and associated personal data will be deleted in compliance with data protection regulations. This step marks the finality of your association with our platform. However, if you reconsider during the closure process, and provided your account is in good standing, you have the option to reach out to us for account reactivation. Our team is always ready to assist in this regard, ensuring your return is seamless and welcoming.

**Consequences of Policy Violations:** SellOut takes policy adherence seriously. Should there be a breach, particularly concerning attempts to buy or sell outside of our platform, users may face stringent actions. These can range from restrictions on buying and selling privileges to account suspension and the imposition of fees for policy enforcement. For sellers who engage in or promote off-platform transactions, we will apply charges for introducing them to buyers, even if the transaction does not materialise. These fees will only apply where a substantial connection, communication, or listing facilitation occurred through SellOut tools. This policy underscores our stance on maintaining the integrity of our marketplace.

**Account Management and Service Modifications:** In our pursuit to optimise the SellOut experience, we reserve the right to cancel accounts that remain unconfirmed or inactive over extended periods. Furthermore, we hold the discretion to modify, discontinue, or selectively provide our services. This flexibility allows us to adapt and evolve in response to the dynamic nature of online marketplaces, ensuring that we consistently meet the needs and expectations of our diverse user base.

**Our Rights on Service Provision:** At SellOut, we maintain the autonomy to vary, terminate, or withhold any part of our services to any user, for any reason and duration, as deemed necessary. This discretionary power is exercised with careful consideration, aimed at safeguarding the interests of our community and upholding the quality and reliability of our services.

## 5. Addressing Misconduct on SellOut

### **Enforcement Actions Against Misuse:**

At SellOut, we firmly uphold the integrity and security of our marketplace. To this end, we reserve the right to take robust actions against users who misuse our platform. These measures can range from

limiting or suspending user accounts, restricting access to our services, to more severe steps like terminating accounts. Additionally, we may cancel active bids, adjust the visibility of listings, and remove hosted content. These actions are not just punitive but also a necessary part of maintaining a safe and trustworthy environment for all our users.

**Criteria for Taking Disciplinary Measures:**

Our decision to implement these measures stems from various considerations. If a user's actions are causing legal complications or liabilities for us, our community, or third parties, we will intervene. Similarly, if we believe that such actions compromise the security of the SellOut community or pose financial risks, we will act accordingly. Infringing upon third-party rights or displaying behaviour that contradicts the spirit or letter of our User Agreement or policies will also trigger these responses. Our commitment extends to protecting not only our platform's integrity but also the well-being of our staff and users.

**Handling Verification and Financial Obligations:**

We place high importance on the accuracy of user-provided information and the timely fulfilment of financial obligations. If we are unable to verify the information provided by a user, or if there is a failure in completing payments for our services, we will consider appropriate actions. This is crucial in ensuring that all transactions on SellOut are based on reliable information and that all members meet their financial commitments promptly.

**Balanced Policy Enforcement:**

In dealing with issues between buyers and sellers, we adopt a balanced approach. Our policy enforcement is not rigid; rather, we consider each user's history and the specifics of the situation. This flexible approach allows us to enforce policies judiciously, aiming to be fair and equitable to all parties involved. We understand that each situation is unique, and our goal is to resolve issues in a manner that is just and reasonable for everyone involved.

## 6. Online Safety Compliance:

SellOut is committed to ensuring a safe environment for all users. We prohibit the posting of illegal content and take measures to protect users from harm, particularly minors. Users are encouraged to report any content that violates this policy. We will take appropriate action against any user who engages in harmful or illegal activities on our platform.

SellOut is committed to ensuring the safety of all users on its platform and complying with the Online Safety Act. This includes preventing illegal content, protecting user safety, and implementing measures to safeguard vulnerable groups, particularly minors.

### Prohibited Content

Users are prohibited from posting, sharing, or distributing the following types of content on SellOut:

- **Illegal Content:** Material that violates UK laws, including hate speech, terrorism-related content, child sexual abuse material, and other criminal activities.
- **Harmful Content:** Content that promotes self-harm, suicide, abuse, or exploitation.
- **Fraudulent or Misleading Content:** Material intended to deceive other users or exploit them financially.

SellOut reserves the right to remove such content immediately upon detection or notification and may report violations to relevant authorities.

### User Safety Measures

SellOut implements robust measures to ensure user safety:

- **Content Moderation:** Listings and communications are monitored using automated systems and trained moderators to detect prohibited content.
- **Reporting Mechanisms:** Users can report harmful or illegal content directly through the platform. Reports will be reviewed promptly, and appropriate action will be taken.



- **Account Restrictions:** Accounts found violating these provisions may face suspension, termination, or other enforcement actions as outlined in Section 5 of this agreement.

## **Protection of Children**

SellOut prioritises the safety of children using its platform by implementing the following measures:

- **Age Restrictions:** Individuals under 18 years old are prohibited from creating accounts or engaging in transactions without parental consent.
- **Child-Specific Safeguards:** Listings targeting children must comply with additional protective measures to prevent exploitation or harm.
- **Parental Controls:** Parents or guardians can request monitoring or restrictions on accounts used by minors.

## **Transparency and Accountability**

SellOut ensures transparency in its compliance with the Online Safety Act through the following actions:

- **Transparency Reports:** Annual reports detailing actions taken to prevent illegal and harmful content will be published for public review.
- **User Notifications:** Users whose content is removed due to violations will be notified unless prohibited by law enforcement requirements.

## **Enforcement Actions**

Violations of this section may result in one or more of the following actions:

- Immediate removal of prohibited content from the platform.
- Suspension or termination of offending accounts.

- Reporting serious violations to law enforcement agencies as required by law.

### **User Responsibilities**

By using SellOut's platform, users agree to adhere to the following responsibilities:

- Avoid posting prohibited content as defined in Prohibited Content above.
- Use SellOut's reporting mechanisms responsibly and refrain from submitting false reports.
- Ensure compliance with all applicable laws when engaging in transactions or interactions on SellOut's platform.

### **Collaboration with Authorities**

SellOut cooperates fully with UK regulatory bodies and law enforcement agencies in investigations related to illegal or harmful activities on its platform. This includes sharing relevant data as permitted under UK GDPR and other applicable laws.

This section ensures SellOut complies with the Online Safety Act 2023 while fostering a safe and secure environment for all users of its marketplace services.

### **7. Facial Recognition Technology**

To maintain transparency and inform users about the use of facial recognition technology, SellOut provides the following information, acknowledging that the functionality of this technology is a service offered to enhance user experience and security:

#### **Current Use and User Acknowledgement**

SellOut does currently employ facial recognition technology for purposes related to user identification and verification. However, facial recognition is not used for age estimation. SellOut complies with the ICO Age Appropriate Design Code., with the aim of enhancing the security of our platform and the user experience. By using our services, users acknowledge and agree to the use of facial recognition technology as outlined in this section. Users understand that SellOut acts as a facilitator in providing this technology, and users are responsible for using this feature in compliance with our policies.

## Purpose and Implementation

SellOut uses facial recognition technology to facilitate:

- **User Verification:** Assisting in the streamlining of user verification during account creation and login processes, thereby enhancing security. Users understand that they must follow the recommended practices for accurate and effective verification.
- **Fraud Prevention:** Aiding in the detection and prevention of fraudulent activities, such as the creation of fake accounts. Users acknowledge that SellOut uses this technology to foster a safer environment for all users.
- **Enhanced Security:** Providing an additional layer of security, which users understand is an additional tool in safeguarding their accounts.

SellOut offers these features as part of its commitment to providing a secure and reliable marketplace, but it is ultimately the user's responsibility to ensure the security of their accounts.

## Data Collection and Storage

When facial recognition technology is used:

- **Data Collection:** SellOut collects facial biometric data with explicit user consent. Users are responsible for providing accurate biometric data and ensuring their consent is informed and freely given. SellOut assumes no responsibility for data that is inaccurate due to user error.
- **Secure Storage:** Biometric data is stored securely using advanced encryption and security measures. SellOut takes these precautions but encourages users to follow best practices for account security, understanding that no system is entirely foolproof.
- **Retention Policy:** Biometric data is retained only as long as necessary and in compliance with applicable laws. Users are responsible for managing their data and can request deletion as outlined in Data Deletion and Revocation of Consent.

## Transparency and User Rights

SellOut is committed to transparency and respecting user rights while facilitating a secure marketplace:

- **Informed Consent:** SellOut provides clear information about facial recognition. Users are responsible for reading and understanding this information before providing consent.

- **Access and Information:** Users have the right to access their biometric data. SellOut facilitates this access, but users must take the initiative to request this information through established channels.
- **Control and Management:** Users have control over their data and can modify settings or revoke consent. It is the user's responsibility to actively manage these settings within their account.

#### **Data Deletion and Revocation of Consent**

Users can request the deletion of their biometric data and revoke their consent at any time. To do so, users must:

- Access their account settings and navigate to the privacy.
- Follow the instructions to delete their biometric data or disable facial recognition features.
- Confirm their request through the verification process.
- SellOut will facilitate this process promptly, but the initiation and completion of the deletion request are the user's responsibility. SellOut is not liable for any consequences resulting from the user's decision to delete their data.

#### **8. Financial Responsibilities and Procedures for Sellers on SellOut**

**Seller's Obligation for Transaction Fees:** On the SellOut platform, sellers bear the responsibility for transaction fees associated with the use of our services. This obligation is applicable even when the finalisation of the sale or the processing of payment occurs outside of SellOut's system. Furthermore, should a seller facilitate contact with a buyer outside the traditional SellOut transactional process, they are still accountable for the final value fee. This fee is attributed to SellOut's role in initially connecting the buyer and seller, a core aspect of our service, regardless of whether the sale is ultimately concluded.

**Requirement for Valid Payment Method on File:** Ensuring a streamlined transaction process, SellOut mandates that all sellers maintain a valid payment method on file. This requirement is a fundamental aspect of the trust and efficiency we seek to build in our marketplace. The presence of a valid payment method is crucial for facilitating seamless transactions and addressing any fees or charges that may arise during the selling process.

**Handling Payment Method Failures and Account Delinquencies:** In scenarios where a seller's primary payment method fails or if the account falls into arrears, SellOut reserves the right to utilise alternative

payment methods registered by the seller to reconcile any outstanding amounts. This policy is integral to maintaining a fair and responsible marketplace where financial obligations are met in a timely manner. It reflects our commitment to ensuring that all transactions on SellOut are conducted with financial integrity and reliability.

**Automatic Charge Authorisation and Notification:** By agreeing to our User Agreement, sellers on SellOut authorise us to automatically charge their designated payment method for future fees and service-related charges. This encompasses a range of potential costs, including, but not limited to, transaction fees, service reimbursements, and other incidental charges that may arise from using SellOut's services. We prioritise transparency in our billing practices, ensuring that sellers are well-informed of any charges levied on their accounts.

**Seller's Responsibility for Unsettled Amounts:** In instances where payment collection through the registered method is unsuccessful, sellers remain obligated to settle their dues with SellOut. Our platform reserves the right to seek reimbursement through alternative channels, potentially leading to additional costs for the seller. This approach underscores the importance we place on financial responsibility and our right to pursue due payments to maintain the integrity of our marketplace operations.

**Flexibility in Managing Payment Methods:** Recognising the dynamic nature of financial management, SellOut allows sellers to modify their payment methods at their convenience. This flexibility can be exercised through their account settings, enabling sellers to adapt their financial arrangements in line with their current preferences or circumstances.

## 9. Guidelines for Listing on SellOut

**Seller Accountability in Listings:** When creating a listing on SellOut, sellers are committing to a set of responsibilities that are central to the integrity of our platform. This commitment involves ensuring the accuracy, content, and legality of the items they list. Sellers must align their listings with SellOut's prohibited and restricted items policy, along with other relevant policies. This aspect of the agreement emphasises the need for sellers to be conscientious and truthful in their listings, contributing to a trustworthy marketplace where buyers can shop with confidence.

**Search Visibility and Listing Timelines:** Sellers should be aware that newly listed items on SellOut may not be immediately searchable by keyword or category. This delay, potentially lasting up to 24 hours,

is a part of our listing process, ensuring that our search and categorisation systems work effectively. Moreover, while SellOut strives to provide consistent listing durations, we do not guarantee exact listing times. This variability is a part of our adaptive approach to managing a dynamic online marketplace, aiming to optimise the visibility and reach of listings.

**Renewal of Fixed-Price Listings:** For sellers opting for fixed-price listings, it's important to note that these listings will renew automatically every 30 days. This renewal process continues until the item is sold out or the listing is canceled by the seller. The renewal date ties back to the initial listing date, offering sellers a predictable and automated way to keep their listings active and available to buyers. This feature is designed to reduce the administrative burden on sellers and ensure ongoing visibility for their items.

**Tax Responsibilities for Sellers:** As a seller on SellOut, understanding and fulfilling tax obligations is a key responsibility. This includes not only the actual tax amounts but also any penalties, fines, or interests that might accrue. Sellers are required to adhere to tax laws relevant to their sales on SellOut, underscoring the importance of legal compliance in online trading. This responsibility ensures that all transactions on our platform are conducted in a financially ethical and compliant manner.

**Content Moderation and Policy Compliance:** SellOut reserves the right to modify, obfuscate, or delete any content that violates our platform policies. This action reflects our commitment to maintaining a safe and respectful online marketplace. We take these steps not only to adhere to legal requirements but also to uphold the values and standards that define the SellOut community. This policy is a testament to our proactive approach in safeguarding the interests and well-being of all users.

**Revising Product Data in Listings:** To maintain the accuracy and relevance of listings, SellOut may revise product data. This could involve supplementing, removing, or correcting information as needed. This process is integral to ensuring that buyers receive accurate and up-to-date information, thereby enhancing the overall shopping experience on our platform.

**Determinants of Listing Appearance and Placement:** The visibility of listings on SellOut is influenced by a myriad of factors, including the buyer's location, search queries, and the specifics of the listing itself. Other determinants include the seller's performance history and compliance with our policies. This multifaceted approach to listing placement is designed to create a balanced and fair marketplace where listings are surfaced in a manner that is beneficial to both buyers and sellers.

**Listing Upgrades and Search Result Implications:** Certain advanced listing upgrades on SellOut may be visible only on specific services, and sellers should be aware of this when selecting upgrades. Additionally, our duplicate listings policy might impact how listings appear in search results, ensuring that our platform offers a diverse range of unique items.

**Meta-Tags and URL Link Policies in Listings:** To prevent any impact on third-party search engine results, SellOut may remove or alter meta-tags and URL links included in listings. This policy is in place to ensure fair and unbiased search practices both within and outside our platform.

**Recommendation and Performance Data Sharing:** SellOut may provide sellers with optional recommendations for their listings, derived from the aggregated sales and performance history of similar items. This sharing of information is intended to foster a collaborative environment where sellers can learn from each other's experiences and improve their sales strategies.

**Promotional Use of Listings:** SellOut reserves the right to use seller listings and content for promotional purposes, including sharing them with third-party price comparison sites and advertising placements. This practice is aimed at maximising the visibility of listings, thereby potentially increasing sales opportunities for our sellers.

**Compliance with Consumer Rights Act 2015:** Sellers must ensure that product descriptions are accurate and not misleading; items must be of satisfactory quality and fit for purpose. Sellers are responsible for adhering to all consumer protection laws applicable to their transactions on our platform.

## 10. Buyer Responsibilities and Conditions on SellOut

**Understanding and Commitment in Purchases:** As a buyer on SellOut, you are entrusted with the responsibility of thoroughly reviewing the entire item listing before committing to a purchase. This encompasses understanding all the details, terms, and conditions of the item listed. When you place a bid or choose to buy an item, you are entering into a binding agreement, signifying a commitment to complete the purchase. This rule underscores the importance of informed decision-making in our marketplace and upholds the integrity of the transaction process.

**Special Provisions for High-Value Items:** For high-value and complex items such as vehicles or real estate, listed in specialised formats, the standard rules of binding bids are adjusted. In these cases, a bid or offer is regarded more as an indication of serious interest rather than an unequivocal commitment to purchase. This distinction recognises the nuanced nature of high-value transactions, where additional deliberation and negotiation are often necessary.

**Order Cancellation and Returns Protocol:** SellOut provides buyers with the option to request order cancellations within a stipulated timeframe post-purchase. The seller then has a defined period to respond to this cancellation request. If the seller has already dispatched the item or declines the cancellation, the buyer must proceed to receive the item before initiating a return, based on the return policies stated. For returns, SellOut encourages both buyers and sellers to adhere to the policies laid out. The process is designed to be fair and transparent, ensuring that buyers can shop with confidence while respecting the rights and conditions set by sellers.

## 11. Content Management and Intellectual Property on SellOut

**Rights and Usage of User-Provided Content:** In the vibrant ecosystem of SellOut, when you, as a user, upload content - be it images, descriptions, or any other form of media - you are effectively granting SellOut a non-exclusive yet expansive right to use this content. This right extends globally and is irrevocable, allowing SellOut to freely utilise, modify, and even create derivative works from the original content. It's a permission that enables SellOut to enhance its platform, tailor its services, and provide a richer experience for all users.

**Content Use for Marketing and Operational Purposes:** Your contributions to SellOut, particularly in the form of images or detailed listings, play a crucial role in our marketing and promotional endeavors. We use this content to showcase the variety and quality of items available on SellOut, sometimes offering it to other sellers for their use in creating compelling listings. This approach not only enriches the browsing experience for users but also fosters a sense of community and shared resources among sellers on the platform. Moreover, SellOut retains the right to keep a copy of the content you upload, which may be reused to continually enhance and market the platform.

**Intellectual Property and Moral Rights:** By providing content to SellOut, you also authorise us to exercise any related intellectual property rights, such as copyrights or trademarks, across any current or future media. This authorisation is crucial for SellOut to seamlessly integrate your content into our services. Furthermore, in accordance with applicable laws, you agree to waive any moral rights



associated with the content, ensuring that SellOut can fully leverage the provided material for the collective benefit of the platform and its users. This agreement represents your trust in SellOut's commitment to respecting and valuing the content you provide, while also ensuring its optimal use for platform enhancement.

**Electronic Marketing Compliance:** Users must provide explicit consent before receiving marketing communications from SellOut. Users can opt-out at any time through their account settings.

**Cookies Policy:** SellOut Ltd uses cookies to enhance user experience. Users are informed about our cookie usage and can manage their cookie preferences through their browser settings.

**Trademark and Brand Usage:** SellOut Ltd is the registered proprietor of the "SellOut" trademark, officially recorded under Trade Mark No: UK00003873136 in the United Kingdom. This registration firmly establishes "SellOut" as a legally protected trademark under the ambit of UK intellectual property laws.

The trademark "SellOut" is a vital asset of SellOut Ltd and is essential to our identity and the trust we have established with our users. It symbolises the quality and integrity of the services we offer. Any use of the "SellOut" trademark without our explicit written authorisation is prohibited.

We also encourage our partners and users to promptly notify us of any potential infringements or misuse of the "SellOut" trademark they encounter, enabling us to take swift and appropriate action.

## 12. Data protection and Privacy

SellOut adheres to the Data Protection Act 2018 and UK GDPR requirements. We ensure that personal data is processed lawfully, transparently, and fairly. Users have rights concerning their personal data, including access, rectification and erasure. We will notify users of any data breaches in accordance with legal obligations.

- **Lawful Basis for Processing:** SellOut processes personal data based on lawful bases as outlined in UK GDPR, including consent, contractual necessity, and legitimate interests.
- **User Rights:** Users have the right to request access to their personal data, rectify inaccuracies, and request erasure of their data.

- **International Data Transfers:** Any transfer of personal data outside the UK will be conducted in compliance with applicable laws ensuring adequate protection for personal data.

To see our specific Privacy rules, see our Privacy Policy.

### 13. Additional Regulatory Compliance

To ensure a secure, lawful, and trustworthy marketplace, SellOut provides the following information regarding compliance with various regulatory requirements, reinforcing our commitment to responsible operations and user awareness:

#### **Commitment to Regulatory Compliance and User Understanding**

SellOut is committed to operating in full compliance with all applicable UK laws and regulations. As a facilitator, SellOut provides a platform for users to conduct transactions but emphasises that users are responsible for understanding and adhering to the relevant regulations applicable to their activities. This section outlines key areas of compliance and highlights user responsibilities in maintaining a lawful and ethical marketplace.

#### **Advertising Standards Compliance: Upholding Truth and Accuracy**

Users must comply with the CAP Code and BCAP Code when advertising products on SellOut. Advertisements must be truthful, accurate, and not misleading. SellOut reserves the right to remove any advertisements that violate these standards. Users are responsible for ensuring their listings meet advertising standards and accurately represent the products or services being offered.

#### **Intellectual Property Rights Protection**

Users must respect intellectual property rights and refrain from listing counterfeit goods or infringing on third-party rights. SellOut has a zero-tolerance policy for intellectual property infringement. Users are responsible for ensuring they have the right to sell any items they list on the platform and that their listings do not violate any copyrights, trademarks, or patents.

Consumer	Protection	Laws
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Nothing in this agreement limits your rights under the Consumer Rights Act 2015 or other applicable consumer protection laws.

Sellers must comply with the Consumer Rights Act 2015, ensuring that product descriptions are accurate. They must also provide pre-contract return details, including return address, costs, and timeframes, before contract formation., items are of satisfactory quality, and fit for purpose. Users acknowledge that they are responsible for providing accurate and honest information about the products they sell, and for fulfilling their obligations under consumer protection laws.

Data	Protection	Compliance:	Safeguarding	User	Information
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Sellers are considered independent data controllers for any buyer personal data they process. They must register with the ICO if required and fulfil all responsibilities including data access, correction, and erasure upon request.

SellOut adheres to the Data Protection Act 2018 and UK GDPR requirements. We ensure that personal data is processed lawfully, transparently, and fairly. Users have rights concerning their personal data, including access, rectification, erasure, and portability. We will notify users of any data breaches in accordance with legal obligations. Users are responsible for understanding their own data protection obligations when interacting with other users on the platform.

### **E-commerce Regulations**

Users must comply with all applicable e-commerce regulations, including the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. Additional charges such as delivery insurance must not be pre-selected and require explicit buyer consent., including those related to distance selling, electronic contracts, and online consumer protection. Users are responsible for understanding and adhering to these regulations and for ensuring their business practices on SellOut are lawful and ethical.

### **Tax Compliance**

Sellers are responsible for complying with all applicable tax laws and regulations, including VAT obligations and reporting requirements. SellOut will provide necessary reporting to HMRC as required

by law, but users are responsible for their own tax obligations and for ensuring they are properly registered with tax authorities.

## **Accessibility Compliance**

Users are encouraged to ensure their listings and content are accessible to all users, including those with disabilities. SellOut aims to provide an inclusive platform, but users are responsible for making reasonable efforts to accommodate users with disabilities and comply with accessibility standards.

## **14. Liability**

**Operational Guarantees and Real-time Functionality:** At SellOut, we strive to ensure that our platform remains secure, efficient, and reliable. However, it's important to recognise that we cannot guarantee uninterrupted access to our services at all times. Real-time functionalities, such as bid updates and notifications, might experience delays. These are often due to factors outside our control, such as technical disruptions or network issues. This acknowledgment serves as a reminder of the inherent uncertainties in any online service and sets realistic expectations for our users.

**Scope of SellOut's Liability:** In the complex landscape of online marketplaces, various unexpected issues can arise. SellOut and its related entities, including our directors, agents, and employees, are not liable for business-related losses that users might incur. These losses encompass a wide range, from data and profit loss to reputation damage and business interruptions. Additionally, we cannot be held responsible for losses that are not foreseeable by us, stemming from various scenarios like service disruptions, misleading listings, third-party actions, or policy changes. This policy is a critical aspect of our User Agreement, balancing the need for operational flexibility with the protection of our users' interests.

**Jurisdictional Variations in Liability:** The legal landscape varies across jurisdictions, and certain disclaimers or exclusions of damages may not be applicable universally. This is especially relevant for consumer protections, where users in different regions may have varying rights. As a global platform, SellOut respects these jurisdictional differences and tailors our liability clauses to align with local legal requirements, ensuring fairness and legal compliance.

**User Responsibility and Legal Compliance:** At SellOut, we emphasise the importance of user responsibility. Users are expected to ensure the legality of their actions and the items they list, in

accordance with applicable laws. This responsibility underscores the principle of lawful trading on our platform and reinforces our commitment to maintaining a legally compliant marketplace.

**Challenges in User Verification:** In the digital realm, verifying the accuracy and truthfulness of user-provided information is a significant challenge. While we employ various techniques to assess the reliability of the information on our platform, SellOut cannot guarantee the absolute accuracy or truthfulness of users' identities or the information they provide. This limitation reflects the broader challenges of internet-based user verification and highlights the importance of user diligence in online interactions.

**Caps on SellOut's Liability:** In instances where SellOut is found liable for any issues arising from the use of our services, our liability is limited to specific thresholds. This could be the greater of amounts due under our guarantee policies, disputed fees not exceeding the total fees paid by the user in the preceding year, or a set monetary limit. This cap on liability is an essential element of our agreement, striking a balance between user protection and our capacity to provide a sustainable service.

**Non-Excludable Liabilities:** It's important to note that nothing in our User Agreement limits or excludes our liability for significant breaches such as fraudulent misrepresentation or for instances of personal injury or death resulting from our negligence. This clause ensures that our accountability in critical matters remains intact, in line with legal statutes that protect fundamental user rights.

## 15. User Responsibility and Compensation to SellOut

**Obligation to Indemnify SellOut:** In the diverse and dynamic world of SellOut, we recognise that users' actions can sometimes lead to unexpected legal or financial consequences. To safeguard the platform and its stakeholders, you acknowledge that you are as a user, agree to fully compensate SellOut (and its affiliated personnel such as officers, directors, and employees) for any losses or costs incurred. This indemnification is pivotal in maintaining the platform's integrity and ensuring that individual actions do not adversely impact the broader SellOut community.

**Scenarios Triggering Compensation:** The scenarios where you might be required to indemnify SellOut are varied but specific. These include instances where you breach the terms of the User Agreement, misuse the services provided by SellOut, violate any applicable laws, or infringe upon the rights of

third parties. This ensures that SellOut remains protected against potential legal and financial risks that could arise from diverse user activities.

**Coverage and Extent of Compensation:** The compensation you are required to provide extends beyond direct financial losses. It includes covering reasonable legal fees that SellOut might incur as a result of addressing issues stemming from your breach of agreement, misuse of services, or legal violations.

**Ensuring Platform Sustainability Through User Accountability:** This indemnification clause is a critical component of the SellOut User Agreement. It underscores the principle of user accountability, ensuring that individual actions do not compromise the platform's financial stability or legal standing. By agreeing to this clause, users contribute to creating a responsible and sustainable online marketplace where all parties can operate with confidence and security. It embodies our commitment to upholding a fair and legally sound environment, crucial for the thriving and continuity of the SellOut community.