

# MWS Terms of Service dated 21-01-2026

## Terms Introduction

**A. Purpose:** This page provides information about who we are and the legal terms and conditions that apply to your use of the **website** or **Platform** as defined below, whether as a registered user or as a guest and to any product or service you order from MWS (**we, our or us**).

**B. What is included in these Terms:** To help you find the information you are looking for, we have divided these Terms into the following sections:

a) our general terms (**General Terms**) that apply when you:

- access, browse and use the Platform;
- bid in auctions through the Platform;
- submit an order through the Platform including for delivery;
- request a return or refund from us;
- use a white-labelled or other “branded” version of the Platform (as used by certain of our third party partners and which may be offered via third party partner-specific domain names);
- and they also apply to any product or service that you order from or through the Platform;

b) supplementary terms (if any) that also apply if you are resident in a specific country (as set out in the Appendix 1 and listed by country) (**Supplementary Country Terms**);

c) where third party partners act as Sellers, their additional terms and conditions may apply (**Supplementary Partner Terms**); and

d) our Privacy Statement (available [here](#)) and Cookie Policy (available [here](#)) – where you can learn what personal data we collect and use about you when you access, browse and use our Platform (including registering with our Platform) and see what rights you have to control our use of your personal information.

**A. Please read:** Please read the General Terms, the Supplementary Country Terms (if applicable), the Supplementary Partner Terms (if applicable) and the Privacy Statement and Cookie Policy (collectively, the **Terms**) carefully before you start to use the website.

**B. What if there is conflict between the parts of these Terms?:** If there is any inconsistency between them, then the terms and conditions which are listed in the order below will prevail over the terms and conditions which are listed lower in the order below to the extent of such inconsistency.

1.	Privacy Statement
2.	Cookie Policy
3.	Supplementary Country Terms
4.	General Terms
5.	Supplementary Partner Terms

**E. Which Terms are the current ones:** The most recent version of these Terms are published on the Platform and apply from the date written at the top of them.

**F. These Terms may change:**

- a) We have the right to make changes to these Terms at any time and for any reason.
- b) The Terms that apply to you will be the version(s) in effect at the time of your use of our Platform.
- c) You agree that your continued use of our Platform after changes to the Terms have been published on it is deemed to be as your acceptance of such changed Terms.
- d) If you do not agree with these Terms at any time, you must stop all use of the Platform immediately, stop participating in any auctions and stop buying Products or Services.
- e) For changes to these Terms that significantly and adversely change your rights or obligations, MWS will use reasonable endeavors to bring this to your attention via the Platform.

## General Terms

### 1. About these General Terms

**1.1 You agree to comply and are responsible for your Conduct:** By accessing, browsing and using the Platform, bidding in auctions through the Platform, submitting orders through the Platform including for delivery, or using a white-labelled or other “branded” version of the Platform (your **Conduct**) you agree:

- a) to comply with and be bound by the Terms and all applicable laws that apply to them or you; and
- b) the Terms are a legally binding and enforceable agreement between you and MWS;
- c) you personally are responsible for your Conduct (and where you are acting on behalf of another person when undertaking your Conduct, that other person and you also agree, acknowledge and represent to us that you have provided and will at all times provide valid, accurate and current information about yourself and that other person and that you have first obtained their express consent to do so); and
- d) to keep us at all times updated and informed about any other person for whom you are acting and in which capacity you are acting.

## 2. Who are MWS?

**2.1 Entity details:** The Platform is made available to you by us, MatchWornShirt B.V., a limited liability company registered with the trade registry in the Netherlands (*Kamer van Koophandel*) as 69115494 with its registered (and visiting) address at H.J.E. Wenckebachweg 258 (1096 AS) Amsterdam, the Netherlands (contact at [support@matchwornshirt.com](mailto:support@matchwornshirt.com)) (VAT identification number NL857742280B01) (**MWS**).

## 3. Definitions

**3.1** For the purpose of these Terms, the following terms shall have the following meaning:

- a) business day:** means a day that is a Monday to Friday (inclusive) but not any day during the week which is a public holiday in the location of the relevant Seller, the place from which the relevant Product is to be dispatched or the location of the address at the destination for which the Product is being dispatched to.
- b) Platform:** the website [MatchWornShirt.com](https://MatchWornShirt.com) and all of its functionality available – regardless of the means used to interact, e.g. via a browser or a mobile application – incl. any subdomains and subpages, or any other URLs registered by MWS or members of its corporate group not listed above, but registered by MWS for offering Products and Services.
- c) Products:** all items (e.g. worn shirts) offered for auction by Sellers via the Platform.
- d) Purchase Agreement:** is an agreement between you and a Seller to purchase a Product.
- e) Purchase Price:** is the total of:
  - a) the payment offered by you in the amount and currency for which Seller accepts to sell its Product (for auctions, this will be the highest bid or for Products offered at a fixed price, the fixed price indicated for that Product); plus
  - b) the payments agreed by you in the amounts of the additional service fees, shipping and handling fees, taxes, destination-tax, the buyer's premium, and any

other fees that apply to you (including as set out in Clause 10.1) and which must be paid by you under these Terms or applicable law for the Product or Service.

**f) Seller:** the legal entity or person offering to sell a Product via the Platform and with whom you enter into a Purchase Agreement upon placing the winning bid or placing an order for the Product or Service listed for a fixed price. The Seller may differ from Product to Product or Service to Service as is further explained in Clause 7.

**g) Services:** all services offered to you by MWS (or any other Seller) via the Platform, such as providing you with the ability to create an account or bespoke framing services performed at your request for Products bought.

**h) Supplementary Country Terms:** the additional terms and conditions included at **Appendix 1** to these General Terms which apply to residents ordering goods or services from or to be delivered into the specified country as applicable.

**i) Supplementary Partner Terms:** the additional terms and which apply to purchasers ordering goods or services from the specified third party partner as applicable.

## 4. Account Registration

### 4.1 Creating an account:

- a) You can browse the Platform without an account, but you must create an account with us (**Account**) to participate in auctions or buy Products offered for a fixed price.
- b) When you create your account, we may verify your payment details through a penny test (charge you a few cents), which will not be refunded.
- c) Other than the penny test, creating an Account is free and does not entail any payment obligation until you start bidding on Products (and then win) or ordering Products with a fixed price.
- d) Certain actions on our website require an account. For example, to participate in auctions for Products, you must have registered for an Account on our Platform and your account must have been fully verified.

### 4.2 Your information:

- a) When you choose to create an Account, you agree to provide true, accurate, current, and complete information about yourself or the entity for whom you are acting and are authorized to act and that you will keep it up to date.
- b) If you are a business user (i.e. acting in the course of your trade, business, craft, or profession; not for personal use), you are obliged to identify yourself as such when creating an account. MWS has the right to change or clarify the status of an Account if it reasonably sees reason to do so.

#### **4.3 You are responsible for your Account:**

- a) You are responsible and liable for any use of your Account and for maintaining the confidentiality of your password and Account information. You are solely responsible for the correctness of the information you provide to us.
- b) The credentials to log in to your Account are personal and strictly confidential and you must treat them as such. You must take all reasonable measures to prevent third parties from using your Account (e.g. logging out of public PCs, preventing third parties (including any children or others left unattended) from using your devices, not re-using the same password for multiple websites, changing your password immediately if you suspect it may have been compromised, etc.).
- c) MWS has the right to rely on any Conduct by any person using your Account and to assume that it is you or has been authorized by you. You assume liability for any unauthorized use of your account by any other person arising or resulting from your breach of these Terms.
- d) You may request the deletion of your Account at any time, provided that you have fulfilled all your outstanding obligations (e.g. payment obligations) towards us.

**4.4 You must provide personal data:** when you place orders or transact through the Platform you will still need to provide us with certain compulsory personal data in order for us to process your orders or transactions. Please see our **Privacy Statement** (available [here](#)) and **Cookie Statement** (available [here](#)) to see how your personal data will be used and stored.

#### **4.5 We can verify your information:**

- a) We may require you to verify the information provided to us for your Account before its functionality is enabled.
- b) This means, at a minimum, that you have provided us with your full name, mobile phone number, e-mail address, a shipping address, and that you have offered reasonable proof of identity, control of communication means and validity of the information – to be determined at our discretion.
- c) We may require additional information or proof from you before granting your Account verified status to comply with applicable laws or if we suspect fraud or misuse of the Platform, where pricing exceeds a certain threshold or if you are requesting delivery to a country in which we have not delivered to before or if delivery to that country otherwise entails a higher than usual risk for us (to be determined at our own reasonable discretion). For example, we may require you to prove your identity in person or to go through a pre-payment process with our payment services provider.

### **5. General use of the Platform**

**5.1 You need to enable access:** To access and use our Platform, you must ensure that you have an internet connection and a network-enabled device (e.g. tablet, smartphone, or laptop) with up-to-date software, including a modern browser (e.g. Chrome, Chromium, Firefox, Edge, or Safari). Any fees related to the provision of your own network-enabled devices and internet connectivity must be paid by you.

**5.2 You must meet minimum requirements:** To use our Platform, you must:

- a) be at least eighteen (18) years old (and if you are placing an order for an item that by law is age-restricted, you agree that by clicking the order confirm button you are also confirming to us that you are of at least the legal age required to purchase the Product or obtain the Service and that you consent to us taking steps to verify your age by reference to publicly-available third-party sources and to not supply any age-restricted product where we reasonably believe that you are below the relevant minimum age);
- b) protect the confidentiality and security of your account and login details for the Platform;
- c) not use our Platform for the processing of infringing or otherwise unlawful content;
- d) not infringe upon MWS's or a third party's intellectual property rights, and not commit any other wrongful acts towards MWS or a third party;
- e) not provide incorrect data, such as fake or alternative e-mail addresses and names;
- f) not impersonate official MWS personnel or contractors;
- g) not abuse or harass MWS personnel or contractors;
- h) not use automated means to access or otherwise engage with our Platform, beyond using interfaces explicitly authorized by us (e.g. the GUI on our Platform or a third-party GUI used by a third party partner with whom we have a white-label solution);
- i) not interfere with, limit, or impede access to or use of the Platform for other users;
- j) not post or transmit to or via the website any information or material or otherwise use the website for any activity which breaches any laws or regulations, infringes a third party's rights or privacy or is contrary to any relevant standards or codes, including generally accepted community standards and not permit or enable another person to do any of those things;
- k) not transmit to or via the website any virus or other information or material or otherwise use the website in a way which:
  - a) tampers with, hinders the operation of or makes unauthorized modifications to the website;
  - b) defames, harasses, threatens, menaces or offends any person; or
  - c) contains obscene, indecent, inflammatory or pornographic material or material that could give rise to civil or criminal proceedings,

and not permit or enable another person to do any of those things;

- I) not acquire access to accounts not belonging to you or otherwise acquire access to any parts of our Platform which should reasonably not be accessible to you;
- m) not adapt, modify, or reverse engineer the Platform without our explicit prior written consent, except insofar as such actions cannot be excluded under applicable law;
- n) not intentionally test the security of our Platform, without our explicit prior written consent;
- o) not resell or otherwise re-provide our Services, without our explicit prior written consent;
- p) not intentionally obscure, spoof, or hide relevant HTTP information (e.g. IP address, referrer-headers) to access or use the Platform;
- q) not circumvent technical restrictions that apply when purchasing Products;
- r) not remove any attributions crediting MWS and/or its content licensors;
- s) not request unreasonable chargebacks;
- t) comply with all our reasonable instructions regarding the use of the Services and the Platform, including these Terms; and
- u) comply with all applicable laws and regulations regarding online conduct, sanctions law, non-discrimination, intellectual property rights, anti-money laundering, anti-modern slavery, anti-corruption and bribery and relating to data protection.

## **6. Purchasing Products**

**6.1 Account details cannot be changed in some cases:** After a Product has been allocated to the winner or buyer, Account information for that order can no longer be changed or updated.

**6.2 Platform information:** The Platform contains a description of the Products and the Seller's identity together with the applicable pricing information, delivery methods, and estimated delivery dates. Should any restrictions apply (e.g. purchase or delivery only possible to certain regions or payment verification required), you will be informed of those restrictions.

**6.3 Order processes:** To enter into a Purchase Agreement with a Seller, you must comply with these Terms and also follow all our reasonable instructions with regard to the purchase of a Product or obtaining of a Service. For Products, you will typically undertake the following steps:

### ***Products sold for a fixed price***

**a) Browse:** Browse the Platform and identify the Product(s) that you wish to buy and the listed Purchase Price for these Products fixed by the Seller.

**b) Order:** Click the button ‘Order & Pay’ to buy the Product immediately at that listed Purchase Price. You can change your mind or modify your order up until you have clicked the button ‘Order & Pay’. You offer to enter into a **Purchase Agreement** at the moment of your clicking of the ‘Order & Pay’ button for Products at the Purchase Price. These actions will be considered irrevocable legal acts by you to buy the Product from the Seller at the Purchase Price.

***Products sold as part of an auction***

**c) Browse:** Browse the Platform and identify the Product(s) that you wish to buy.

- a) The pricing for these Products has not been fixed by the Seller; instead, interested users may submit their bid for the Product for the duration of the auction.
- b) We may change the duration of the auction at our discretion before the start of, or during, an auction.
- c) Products sold by an auction process require a minimum amount for each bid with each new bid needing to be higher than the previously submitted one.
- d) The minimum bidding increments may differ from auction to auction, and from time to time.

**d) Bid:**

a) Click the button ‘Bid now’ to submit your bid for the Product.

b) We will ask you to confirm your bid before you submit it – giving you a final chance to correct any typos or mistakes. By confirming a bid, you acknowledge that you have fully read the description listed at the time of the bid. You are solely responsible for checking your bids before you submit them. You can change your mind or modify your bid until you have clicked the button ‘Bid now’. Your bid is irrevocable.

c) Under certain conditions, as set out in Clause 10 (3) under par. C and par. D, MWS is entitled to make a reservation on your credit card in order to cover any loss and damages when you are in default after winning a bid.

Such reservation on a credit card will be retracted by MWS once a bid is outbid for 48 hours.

d) Once you confirm your bid, you do not need to pay the Purchase Price until:

- i) the auction has ended; and
- ii) your bid is the highest and winning one.

e) Bids on Products can be placed in different currencies against the then current Euro exchange rate (as applicable for MWS), but each bid will be shown on the Platform in the user's chosen currency view, rounded to zero (0) decimal places.

f) If during the last three (3) minutes of an auction a new bid is placed, the auction is extended for successive increments of time (each being three (3) minutes duration).

- g) The Product will be sold to the bidder with the highest bid, unless the Seller or MWS determines, at their reasonable discretion, that the highest bid was not made in accordance with these Terms or applicable law. If two bidders place a bid of the same amount, the first bidder to place such bid wins (first come, first serve).
- h) In rare instances where we suspect fraud or other irregular activity that is likely not in compliance with our Terms or which may cause imminent damage to us or affiliated parties, such as our service providers and other Sellers, we may temporarily or permanently halt an ongoing auction or sale of a Product.
- i) We have the right to start any auction anew or extend an ongoing auction, at our reasonable discretion, for business-critical operational reasons including but not limited to, unavailability of (a part of) the services on the Platform or delay in arrival of items to our offices.
- j) **Max Bid:** For certain Products, we offer the option '*Max Bid*' option. All you need to do is decide on the maximum you are willing to bid for the relevant Product. We will automatically place the minimum bid for you, and if you get outbid, we will place a new bid for you to put you back on top (always in the smallest possible increments). We will never go above the maximum limit you have set.
- e) **Order:** You order the Product and offer to enter into a Purchase Agreement with the Seller at the moment of the auction permanently expiring with your bid being the highest bid. These actions will be considered irrevocable legal acts by you to buy the Product from the Seller at the Purchase Price that you bid.

**6.4 Viewing bids and orders:** You may view your bids and orders by logging into your Account and clicking 'My Bids' or 'My Orders'.

**6.5 Our confirmation of your Purchase Agreement:** We follow up on winning bids and orders accepted by us by e-mailing you confirmation of the Purchase Agreement, including the details of your order, your payment obligations, and the expected delivery. We will also include in our email a hyperlink to the then applicable version of these Terms.

**6.6 We may cancel, not accept or limit orders in some circumstances:**

- a) If the fulfilment of an order (or any aspect of it) would be illegal or unlawful, including by reason of breach of export controls or sanctions rules, MWS have the right to stop or cease to fulfil the order at any time, including after dispatch of Products and/or our order confirmation to you.
- b) We may limit the number of a given item that can be bought by an individual customer if we consider it appropriate and we may suspend your Account and any associated accounts and contact you if we notice any suspicious activity associated with your Account or any associated accounts.

c) Despite our best efforts, in certain circumstances a Seller may not be able to provide you with the Products. As such – and in addition to any other rights available to us or you under statutory law – we may refuse any order or bid, or cancel (*ontbinden*) your purchase and refund you the Purchase Price for any of the following reasons:

- i) the Product you purchased is no longer available;
- ii) we have identified a pricing or description error for the Product;
- iii) for Products offered at a fixed price - the pricing was an obvious mistake and we cannot reasonably be asked to accept such a pricing error;
- iv) your payment was not received or could otherwise not be properly or lawfully processed;
- v) we reasonably suspect your conduct, bid, or order does not comply with these Terms;
- vi) we cannot make the Products or Services available to you due to a situation that constitutes force majeure (*overmacht*) (that is, circumstances beyond our control adversely impact our or our partner's ability to perform our or their obligations) our on our part or the part of our suppliers (e.g., third party Sellers, our hosting company or our delivery company).

**6.7 Refunds:** If we cannot supply you with the Product or Service you ordered, we will not process your order and inform you of this in writing via email and, if you have already paid for the Product or Service, we will refund you in full as soon as reasonably possible, but in any event no later than thirty (**30**) days after receipt of your payment. You should be aware that banks often take some time to transfer the funds to you.

## 7. Sellers

### 7.1 Who is the Seller and Supplementary Country Terms:

- a) The identity of the Seller will be set out on the Product page of the Platform. Certain third party partners may be the Seller as explained further in this Clause 7.
- b) MWS or one of its local entities is the Seller on record for all Products and Services sold via the Platform (as set out below) unless indicated otherwise.
- c) When you are a resident from one of the countries below, the corresponding Supplementary Country Terms (if any) will apply to and be automatically incorporated into the Purchase Agreement and apply to any orders and bids.

Resident from	Supplementary Country Terms
Australia, New Zealand, Oceania	Australia

United States	United States
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**7.2 From where are Products shipped when MWS or one of its local entities is the Seller?**

a) Where MWS or one of its local entities are the Seller for the Products and any Services provided, the place from where Products are shipped is as set out below.

Products sold from	Seller	Location and Country Shipped from
EU	MatchWornShirt B.V. (VAT identification number NL857742280B01)	Amsterdam / Zaandam The Netherlands
Brazil	Camisas De Jogo Usadas Intermediacao De Negocios LTDA (VAT: 43.884.697/0001-13)	São Paulo Brazil
United Kingdom	MatchWornShirt Ltd (VAT: GB337196090)	London / Greater Manchester United Kingdom
Australia, New Zealand, Oceania	MatchWornShirt Australia Pty Ltd (ABN 65 669 435 563 - GST (VAT): 250 436 622)	Melbourne Australia
Turkey	Türkiye'De Kurulacak Olan Match Worn Shirt E-Ticaret Pazarlama İthalat Ve İhracat Limited Şirketi (VAT: 6131776999)	Istanbul Turkey

United States	8111 Lyndon B. Johnson Freeway, Dallas, TX 75251 (EIN: 92-2777934)	Dallas, Texas United States
Rest of world	MatchWornShirt B.V. (VAT identification number NL857742280B01)	Amsterdam The Netherlands

### 7.3 Third Party Sellers and Supplementary Partner Terms

- a) When one of our third party partners is a Seller, their additional terms and conditions (if any) (that is, the Supplementary Partner Terms) additionally apply (subject to Clauses C and D of the Terms Introduction at the beginning of these Terms).
- b) We will indicate on the website their additional Supplementary Partner Terms where they apply.

## 8. Delivery of Products

### 8.1 Where are Products shipped to and when we dispatch:

- a) Products that you have bought will be shipped to you at the delivery address listed in your account on behalf of the Seller unless expressly indicated otherwise on the Platform that they are to be shipped to another location and we have accepted that shipping location in the order confirmation. Certain Products can only be picked up at a set location.
- b) You must ensure that your delivery and billing address are up-to-date and that you are capable of receiving the Products there.
- c) We will use our best efforts to package the Products carefully and dispatch them (with a Track & Trace-code) to you as soon as possible within five (5) business days after confirmation of your full payment of the Purchase Price. We cannot control all aspects of the delivery process and delays may be inevitable in certain cases, but we will use reasonable endeavors to deliver the Product to the specified delivery address within a reasonable time after MWS accepts your order. You accept that delivery may take longer in some circumstances.

### 8.2 We may use third party companies:

- a) We may engage third parties to facilitate or perform (parts of) the Purchase Agreement such as for the delivery of Products or facilitating payment.
- b) Please note that additional Supplementary Partner Terms may apply.

### **8.3 When and how delivered:**

- a) Delivery of Products will typically take place during a weekday.
- b) We strive to deliver the Products you purchased in one delivery, but this might not always be possible.
- c) We will provide you with an update via e-mail once we ship your Product.
- d) Should we reasonably expect or foresee any material delays in the shipping of your Product, we will inform you.

### **8.4 You are responsible for compliance with applicable laws in your destination and you must check the delivery and transfer of risk:**

- a) It is your responsibility to check, and you are solely liable for, checking whether any restrictions apply to any exports or imports of any Products into any country of delivery, and for checking whether or not further payment in this regard is needed (e.g. customs clearance or duties costs, additional sales or other taxes (including value added or good and services taxes if applicable)). Any such additional costs in connection will exclusively be borne by you.
- b) Once you have received the Products, you must inspect them promptly and carefully – being mindful not to break any seals or cause any damage to the Products when making sure that the Products are in order and you must do this within three (3) days after receipt.
- c) The risk in and responsibility for the Product will transfer to you from the date that the Product is delivered to you.

### **8.5 Failure to accept delivery**

- a) If you fail to accept delivery of the Products at the agreed time and place, and such failure is not caused by us, we reserve the right to charge you for any additional costs we incur as a result. These costs may include, but are not limited to, reasonable storage fees, the cost of returning the Product to us, re-delivery charges, and any other direct costs related to your failure to accept delivery. A reasonable storage fee in this case amounts to €10 per calendar day and applies from the 30<sup>th</sup> day of the Product being in our storage. When the storage fee exceeds the sales price of the Product, MWS reserves the right to claim the Product and offer it for sale again. MWS reserves the right to change the amount of the daily storage fee at its sole discretion.

### **8.6 We can rely on delivery confirmation:**

- a) You agree that any written confirmation of delivery is proof of your receipt at the agreed-on place of delivery.

- b) If the Products are delivered to the incorrect address and it is our or our delivery partner's fault and not your fault, MWS will be responsible for any additional reasonable expenses incurred in delivering them to the correct destination.
- c) Delivery will be complete when the Products are unloaded at the agreed-on place of delivery.

## **9. Complaints and your rights to cancel or obtain a refund or to statutory withdrawal**

**9.1 Complaints:** Should a Product not arrive, or you have a complaint about the condition that it arrived in, we will – and you are obliged to give us all your reasonable assistance with this – start an investigation with the delivery services provider. If you have a complaint about a Product, please inform us by email ([support@matchwornshirt.com](mailto:support@matchwornshirt.com)) or through our support page (available [here](#)).

**9.2 PRODUCT DEFECTS:** WITHOUT LIMITING YOUR RIGHTS UNDER ANY STATUTE OR CLAUSE 23.1 OF THESE TERMS, YOU ACCEPT THAT:

- A) DESCRIPTIONS OF ANY PRODUCTS ON OUR PLATFORM AND THEIR CONDITION INCLUDING ABOUT THEIR MATERIALS, APPROXIMATE DIMENSIONS, OR PROVENANCE ARE THE SELLER'S OPINION ONLY AND NOT STATEMENTS OF FACT. ALL DIMENSIONS AND WEIGHTS ARE APPROXIMATE ONLY;
- B) THE CONDITION OF PRODUCTS SOLD ON OUR PLATFORM CAN VARY WIDELY DUE TO FACTORS SUCH AS AGE, USE, DAMAGE, WEAR AND TEAR AND THEIR NATURE MEANS THAT THEY WILL RARELY BE IN PERFECT CONDITION AND SO PRODUCTS ARE SOLD 'AS IS' AND IN THE CONDITION THEY ARE IN AT THE TIME OF THE AUCTION, WITHOUT ANY REPRESENTATION OR WARRANTY OR ASSUMPTION OF LIABILITY AS TO FITNESS FOR PURPOSE OR CONDITION BY MWS OR BY THE SELLER. ANY REFERENCE TO CONDITION ON OUR PLATFORM OR IN A CONDITION REPORT WILL NOT AMOUNT TO A FULL DESCRIPTION OF CONDITION AND IMAGES MAY NOT SHOW A PRODUCT CLEARLY (NOTING ALSO THAT COLOURS AND SHADES MAY LOOK DIFFERENT IN PRINT OR ON SCREEN TO HOW THEY LOOK ON PHYSICAL INSPECTION. CONDITION REPORTS (IF GIVEN BY US OR ANY SELLER) ARE PROVIDED AS A CONVENIENCE AND FOR GUIDANCE ONLY BUT ARE AN OPINION ONLY AND THEY MAY NOT REFER TO ALL FAULTS, INHERENT DEFECTS. FOR THAT REASON THEY ARE NOT AN ALTERNATIVE TO TAKING YOUR OWN PROFESSIONAL ADVICE;
- C) GENERALLY THE PRODUCTS ARE NOT NEW AND THEY MAY HAVE BEEN WORN, THE PRODUCTS HAVE OR MAY HAVE DEFECTS INCLUDING BECAUSE AN ATHLETE HAS WORN THE ITEM SUCH AS TEARS, STAINS, DIRT, MUD, DISCOLOURATION OR OTHER BLEMISHES (**MINOR DEFECT**); AND
- D) YOU ARE NOT ENTITLED TO REJECT THE PRODUCTS OR TO A REFUND IF THE PRODUCT HAS SUCH MINOR DEFECT.

**9.3 YOUR RIGHTS UNDER APPLICABLE LAW NOT AFFECTED:** NOTHING IN THESE TERMS DOES AFFECT OR IS INTENDED TO AFFECT YOUR STATUTORY RIGHTS.

**9.4 Cancellation or statutory withdrawal:**

- a) You should be aware that the Products purchased via the Platform are – due to nature and features of them – exempted from statutory rights to withdrawal or cancellation.
- b) If you wish to exercise any statutory right, you are obliged to retain possession of the Products and to take reasonable care of them.
  - Please inform us by email ([support@matchwornshirt.com](mailto:support@matchwornshirt.com)) or through our support page (available [here](#)).
- c) If you are allowed to return the Product, you must return it to the Seller (at your cost, except where we are required under applicable law to pay the return costs) within fourteen (14) days of such cancellation.
- d) We will process refunds to you by the method used to pay for the original transaction the amount in relation to goods to which cancellation rights apply. This may include the cost of delivery (except for the supplementary costs arising if you choose a type of delivery other than our standard and least expensive method of delivery).
- e) Refunds will be made using the exchange rate that applies to MatchWornShirt.

**9.5 Change of mind and other reasons you may not be entitled to a refund under applicable law:** Except where we are required to provide you with a refund or allow you to return the goods to us under applicable law, MWS and our other Sellers do not allow returns or refunds simply because you have changed your mind about a purchase.

**9.6 Deductions from refunds:** Except for when we are prohibited from deducting such amounts under applicable law, we may deduct from reimbursements or refunds due to you our loss or costs due to the loss in value of any goods supplied if the loss is the result of handling by you in breach of these Terms.

**9.7 When we will process refund or reimbursement:** We aim to process the refund or reimbursement to you to which you are entitled by no later than fourteen (14) days after the day we receive back from you the goods supplied to you.

**10. Purchase Price and Payment**

**Purchase Price and Payment.** The Purchase Price for the Products are stated on the Platform. The Purchase Price needs to be paid in the currency of your bid, unless local regulations require payment in a specific currency, in which case the Purchase Price needs to be paid in the required currency.

**10.1 How is the Purchase Price calculated?** In addition to the price displayed for the Product on the Platform (being the highest bid exceeding the minimum bid amount for

auctioned Products or, for Products offered at a fixed price, the fixed price indicated for that Product) (the **Price**), you must pay also the following amounts:

- a) shipping costs which are for delivery to your destination and calculated at the time of your placing the order;
- b) a buyer's premium of no less than ten percent (**10%**) of the Price before the application of the other fees and applicable taxes;
- c) any applicable taxes at the applicable rate as shown at the time of you placing the order;
- d) customs duties and import taxes (if applicable);
- e) fees for certain premium payment options (if selected),

as well as any other fees that apply to you and which must be paid by you under applicable law for the Product or Service.

#### **10.2 Taxes:**

- a) If the rate of tax changes between your order date and the date we supply the Product, we will adjust the rate of tax that you pay, unless you have already paid for the product in full before the change in the rate of tax takes effect.
- b) If any value added, goods and services or other sales taxes are imposed on any supply we make to you under these Terms and the consideration payable for the supply under any other clause of these Terms is not expressed to be inclusive of such taxes, then you must pay us on demand by us, an additional amount calculated by multiplying the value of that applicable tax-exclusive consideration (without deduction or set-off) by the prevailing tax rate.
- c) We will issue a tax invoice to you for any supply on which such sales tax is imposed.
- d) You are obliged to comply with all tax laws and regulations and to register in that respect in the correct capacity and to provide all necessary information.
- e) MWS offers the option to purchase as a business customer by entering a valid VAT number during the check-out process. If you fail to provide your VAT number at that time and subsequently request an amended invoice with VAT reverse charge applied, MWS reserves the right to charge an administrative fee of € 35 for processing such a request.

#### **10.3 Deadline for your payment and consequences of non-payment:**

- a) You must pay the Purchase Price for all Products ordered by no later than forty-eight (**48**) hours after receiving your order confirmation e-mail.
- b) Title in the Products will pass to you on the date on which we or the Seller receives payment in full for such Products.

Without limiting any of our other rights or remedies (including those under Clause 12 of termination or suspension), until all your outstanding debts toward Sellers have been paid in full by the relevant deadline, MWS may:

- i) cancel your unpaid orders; or
- ii) withhold any orders for Products purchased by you;
- iii) restrict your Account from submitting new bids or ordering new Products; and
- iv) terminate any or all of your Purchase Agreements for cause (*ontbinden*).

When you fail to make timely payment, we may charge you an amount for our loss and damages. MWS is entitled to make a reservation on your credit card during the bidding process in order to cover any of these losses and damages should you be in default after winning the bid (see Clause 10 (3) under Par. D). Such reservation on a credit card will be retracted by MWS once a bid is outbid for 48 hours.

c) Without limiting any other rights or remedies, if full payment of the Purchase Price is not received within the forty-eight (**48**) hour period, MWS will send you a written reminder to pay the Purchase Price within a reasonable term of no more than an additional forty-eight (**48**) hours period, and where you do not respond to, or comply with, this reminder, you will be considered automatically in default, and you will owe and must pay us additional amounts for interest at the rate for statutory interest then applicable and our administration and out-of-court collection costs and fees as follows up to the Maximum Amount listed below. In order to cover for these losses and damages MWS will also be entitled to offer the relevant items for auction again.

<b>Purchase Price (up until and including) (including any applicable taxes)</b>	<b>Administration and out-of-court collection costs / fees*</b>  <b>*(Purchase Price calculated on amounts including any applicable taxes)</b>	<b>Maximum Amount (including any applicable taxes)</b>
EUR 2.500	15% of the Purchase Price	EUR 375 (with a EUR 40,- minimum)
More than EUR 2.500 but less than EUR 5.000-	EUR 375- + 10% of (Purchase Price - EUR 2.500)	EUR 625-

More than EUR 5.000 but less than EUR 10.000-	EUR 625- + 5% of (Purchase Price - EUR 5.000)	EUR 875-
More than EUR 10.000 but less than EUR 200.000-	EUR 875- + 1% of (Purchase Price - EUR 10.000)	EUR 2.775-
More than EUR 200.000	EUR 2.775- + 0,5% of (Purchase Price - EUR 200.000-)	EUR 6.775-

#### **10.4 Payment methods:**

- a) MWS may have the Purchase Price automatically debited to your bank account or credit card if you have set up for the Purchase Price to be automatically paid in that manner.
- b) Please check the Platform for the payment methods available for your country. Depending on your location, you can purchase our Products via our Platform using the payment methods, subject to reasonable availability, advertised on the Platform.
- c) Please note that payment methods offered via our Platform may require further authorization by payment processors, third-party issuers, or scheme owners, and this may delay the processing of your purchase.
- d) External payment providers may charge an additional fee for using their payment providers' services which you are liable to pay. Please see their terms.
- e) We may ask for reasonable proof of identity should you opt for credit card payment or if we otherwise suspect a fraudulent or illegitimate transaction or Conduct that is otherwise not in accordance with these Terms.

#### **11. Third-Party Services and Content**

**11.1** To provide you with a better user experience of the Platform and our Services, we may require the use of third-party services which may be subject to your agreement to terms and conditions supplied by these third parties as set out in the Supplementary Partner Terms. We strive to indicate the applicability of such additional terms and conditions where possible in a clear manner.

**11.2** We may also display third-party content via our Platform. That content is the sole responsibility and liability of the third party making it available to you and its display is not intended by us to be an endorsement, warranty or representation about the accuracy, veracity or legal status of such third-party content and subject to Clause 23, we are not liable or responsible for it to the maximum extent possible under applicable law.

## **12. Suspension or termination**

**12.1** We may suspend or terminate, with immediate and indefinite effect, and without prior notice or compensation to you, your access to or use of our Platform and Services if you, to be determined at our sole reasonable discretion, fail to comply with these Terms including any requirements for you to pay in full or on time amounts due to us or any other Sellers and we may at our option additionally exercise any of the following rights at our discretion:

- a) we may temporarily or permanently restrict your account, preventing you from logging in, preventing you from updating certain settings in your account, preventing you from participating in auctions, and/or preventing you from purchasing Products; and
- b) we may reject and/or remove your bid or order for one or more Product(s).

**12.2** Notwithstanding Clause 12.1, we will use our best efforts to notify you of any such decision promptly and with an explanation to facilitate your remedy of any faults promptly, if possible, at all.

**12.3** These rights and remedies are without prejudice to any rights we may have under these Terms or applicable law to seek compensation for loss or damages.

**12.4** If we suspend your account for whatever reason, you may contact us to request that the suspension be lifted. We reserve the right to decide, at our sole discretion, whether or not to reinstate your account. If we agree to lift the suspension, a reactivation fee of a minimum of € 35 will be payable before your account is reactivated.

## **13. Changes to the Platform**

**13.1** We may discontinue or otherwise change any part of the Platform at any time for any reason. Such changes may include to:

- a) upgrade or maintain the Platform;

**14. add, change, or remove certain features, Services, or content;**

**15. require payment for continued use of certain features, Services, or content that were previously free; or**

**16. impose call limits, bandwidth limits, or time restrictions.**

**16.1** We will use reasonable efforts to minimize the adverse impact of the changes referred to in this Clause.

## **17. Data Protection and Privacy**

**17.1** To provide our Products, Platform, or Services to you, we need to process your personal data. Our Privacy Statement (available [here](#)) and Cookie Policy (available [here](#))

explains how we process and protect your personal data when you use our Services or Platform. Be sure to read it before you start using our Platform.

## **18. Security & Responsible Disclosure**

**18.1** We recognize the importance of keeping our systems and data safe, so security is a top priority for us. However, we do realize that, despite our efforts, vulnerabilities may still exist. If you stumble upon a vulnerability in our Services or Platform, we ask that you:

a) report this to us without undue delay, so we can take mitigating measures as soon as possible;

**19. not exploit or otherwise use the vulnerability more than strictly necessary for assessing its extent and reporting it to us;**

**20. not share the vulnerability with any third party without our prior written consent; and**

**21. submit any vulnerability report to us via e-mail at [compliance@matchwornshirt.com](mailto:compliance@matchwornshirt.com). We strive to respond to your report within ten (10) business days and to treat your report and identity as confidential information.**

**21.1** We agree not to bring a claim for damages or file a criminal report against you for the sole reason of you discovering and reporting to us a security vulnerability provided that you adhered to all the steps described under Clause 18.1.

## **22. Intellectual Property Rights**

**22.1** All intellectual property rights, including but not limited to any:

a) copyrights (including copyright in data, text, software, images, graphics, interfaces, photographs and videos) including in the layout, design and content of the Platform and our website and the descriptions of the Products;

b) registered and unregistered trademarks and applications for any trade marks and any trade or brand names, business names and domain names including the MWS name and logo;

c) registered designs and any application for design rights;

d) database rights, trade secrets, confidential information and know-how;

e) patents and any application for grants of patents and inventions;

f) any other intellectual property whether at common law, in equity or conferred by any applicable law;

g) rights to sue for passing off or unfair competition,

whether now or in the future and including any moral rights in connection with the Products, Services, or the Platform and website, including content not submitted by users therein and the selection and arrangement thereof, are and shall remain the sole property of and are owned by MWS and, if applicable, its licensors (the Intellectual Property Rights).

**22.2** You are not permitted to remove any mark or sign of ownership of any Intellectual Property Rights from the Platform or Services or to reproduce, duplicate, modify, adapt, create derivate works, retransmit, manipulate, distribute, reproduce, disseminate, make available online, communicate to the public or otherwise commercially exploit or copy any (part of) any Intellectual Property Rights.

**22.3** All rights not expressly granted to you under these Terms are expressly reserved to us. You cannot use any Intellectual Property Rights without our express prior written permission (which we may withhold).

### **23. Warranties and when MWS and Sellers disclaim liability**

#### **23.1 Authenticity Warranty:**

a) We warrant, subject to Clause 9 and the rest of this Clause 23, that the Products sold via our Platform are authentic (our **authenticity warranty**) and if, within one (1) year after the date that you received the Product from us, you give notice to us that your Product is not authentic, then we will refund the Purchase Price paid by you.

b) The term '**authentic**' means a genuine example, rather than a copy or forgery, of:

- i) the product of a particular partner, if the Product is described on our Platform as the product of that partner; or
- ii) a Product from a particular origin or source, if the Product is described as from a particular origin or source.

c) This authenticity warranty is given only for the information shown on our Platform in respect of the Product at the time of you placing your Order for it.

d) The benefit of this authenticity warranty is only available to the original purchaser shown on the invoice for the Product issued at the time of the auction and only if, on the date of the notice of claim, the original purchaser is the full owner of the Product and the Product is free from any claim, interest or restriction by anyone else. The benefit of this authenticity warranty may not be transferred to anyone else.

e) We may require full details and supporting evidence of any such claim by a purchaser under this authenticity warranty that the Product is not authentic. If we have doubts, we have the right to obtain expert opinions at our expense and you must return the Product to us in the condition it was in at the time of auction.

f) Your right under this authenticity warranty is to cancel the sale and receive a refund of the Purchase Price paid by you to us or the Seller.

**23.2** NOTHING IN THESE TERMS DOES EFFECT OR IS INTENDED TO AFFECT ANY STATUTORY RIGHTS.

**23.3 LIMITATION OF MWS LIABILITY:** SUBJECT TO CLAUSE 9 AND CLAUSE 23.2 AND ANY SUPPLEMENTARY COUNTRY TERMS WHICH ARE CONTRARY TO THIS CLAUSE AND WITHOUT LIMITING CLAUSE 23.1, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW:

A) OUR PLATFORM AND THE PRODUCTS ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND MWS MAY CHANGE ANY PART OF THE PLATFORM OR THE PRODUCTS AT ANY TIME AND FOR ANY LAWFUL REASON AND MWS DISCLAIMS ALL WARRANTIES AND GUARANTEES (WHETHER EXPRESS OR IMPLIED) AND IS NOT LIABLE FOR ANY LOSS OR DAMAGE RELATED TO THE PLATFORM AND THE PRODUCTS AND SERVICES, INCLUDING:

- i) THAT THE PLATFORM IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS;
- ii) THAT YOUR USE OF THE PLATFORM WILL BE UNINTERRUPTED OR ERROR-FREE;
- iii) THAT ANY CONTENT ON THE PLATFORM IS ACCURATE OR COMPLETE;
- iv) OF NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR OR SPECIFIC PURPOSE NOT PRIOR AGREED BETWEEN US OR PRIOR STATED BY US;
- v) LOSS OR DAMAGE TO ANY PERSON RESULTING FROM THE UNAVAILABILITY OR FAILURE OF THE SERVICES AND/OR THE PLATFORM;
- vi) THAT (ALL PARTS OF) THE SERVICES AND PLATFORM ARE ACCESSIBLE AT ALL TIMES AND WITHOUT INTERRUPTIONS OR FAILURES AND MALFUNCTIONS;

B) ANY LIABILITY OF MWS OR ANY OF ITS RELATED ENTITIES, WHETHER DIRECT, INDIRECT, IMMATERIAL, OR CONSEQUENTIAL, RESULTING FROM THE USE OF THE PLATFORM, PRODUCTS, OR SERVICES REGARDLESS OF THE NATURE OR LEGAL BASIS OF THE CLAIM (I.E. TORT, CONTRACT, OR OTHERWISE) IS:

- i) EXCLUDED TO THE FULLEST EXTENT ONLY AS PERMITTED BY APPLICABLE LAW;
- ii) EXCLUDED TO THE EXTENT CAUSED BY:
  - A) YOUR FAILURE TO COMPLY WITH YOUR OBLIGATIONS UNDER THESE TERMS OR APPLICABLE LAW OR MWS'S REASONABLE AND LAWFUL INSTRUCTIONS RELATING TO YOUR USE OF THE PRODUCTS, PLATFORM OR THE SERVICES; OR
  - B) CAUSED BY CIRCUMSTANCES WHICH ARE NOT REASONABLY FORESEEABLE BY MWS OR WHICH ARE BEYOND MWS'S REASONABLE CONTROL; AND
- iii) OTHERWISE LIMITED TO:
  - A) COMPENSATION OF THE FOLLOWING TYPES OF DAMAGES: DAMAGE TO PROPERTY, REASONABLE COSTS INCURRED TO PREVENT OR LIMIT

DAMAGES, AND REASONABLE COSTS INCURRED TO DETERMINE THE CAUSE OF DAMAGE, THE EXTENT OF THE LIABILITY AND DAMAGES, AND THE METHOD OF REPAIR; AND

B) TO A MAXIMUM AMOUNT FOR ALL CLAIMS OF:

- I) THE TOTAL AMOUNT INVOICED AND RECEIVED BY MWS FROM YOU CONCERNING THE RELEVANT PRODUCTS THE SUBJECT OF THE CLAIM; OR
- II) EUR 500,

WHICHEVER AMOUNT IS HIGHER; AND

- iv) EXCLUDED IN RESPECT OF ANY LIABILITY FOR ANY OF THE FOLLOWING: INDIRECT DAMAGES, PUNITIVE DAMAGES, CONSEQUENTIAL DAMAGES, LOSS OF PROFITS, LOSS OF REVENUE, BUSINESS INTERRUPTION, WASTED MANAGEMENT EXPENSES, LOSS OF OPPORTUNITY, LOSS OF DATA, COSTS OF DATA REPAIR, LOSS OF SAVINGS, LOSS OR AND DAMAGE DUE TO BUSINESS INTERRUPTION OR DELAYS SUFFERED BY YOU (INCLUDING ANY LIABILITY INCURRED TO A THIRD PARTY) IN CONNECTION WITH YOUR USE OF THE PLATFORM.

**23.4 Beneficiary of exclusions and limitations of liability:** The exclusions and limitations of liability in this Clause are meant as a third-party beneficiary clause (*derdenbeding*) for all other entities from time to time within the corporate group of MWS, as well as affiliated third parties, such as its subcontractors and Sellers of any of them.

## **24. INDEMNITIES**

**24.1 YOU INDEMNIFY AND HOLD US, OUR SUPPLIERS, AND OUR AFFILIATES, HARMLESS FROM AND AGAINST ALL THIRD-PARTY (INCLUDING ANY TAX AUTHORITY) LIABILITIES CLAIMS DAMAGES AND EXPENSES (INCLUDING REASONABLE ATTORNEY FEES) ARISING FROM:**

- A) YOUR ACCESS TO OR USE OF THE PRODUCTS, SERVICES OR PLATFORM IN BREACH OF THESE TERMS; OR
- B) YOUR PROVIDING OF INCOMPLETE OR INCORRECT INFORMATION REGARDING YOUR TAX POSITION;
- C) THE ACTIONS AND OMISSIONS OF ANY THIRD PARTIES ACTING ON YOUR BEHALF WHICH WOULD BE IN BREACH OF THESE TERMS;

EXCEPT TO THE EXTENT SUCH LIABILITIES CLAIMS DAMAGES AND EXPENSES ARE CAUSED DIRECTLY BY OUR ACTION OR OMISSION IN BREACH OF THESE TERMS OR APPLICABLE LAW OR OUR FRAUD, WILFUL MISCONDUCT OR NEGLIGENCE.

## **25. Feedback and your content**

**25.1** You hereby grant MWS a worldwide, perpetual, royalty-free, fully paid, non-exclusive transferable sublicensable irrevocable license to use reproduce modify adapt publish or

communicate to the public any content that you submit to us including any suggestions you may have about our Platform or Services, complaints, or other feedback to correct, improve or further develop MWS's Products or Services or the Platform and you irrevocably consent to the infringement or breach of your moral rights (including rights of attribution) by MWS and its licensees in relation to such content.

**25.2** The license contained in this Clause shall survive the termination of these Terms and any Purchase Agreement between you and MWS and any Sellers.

**25.3** You warrant that you have the right to grant the above license, that our exercise of the license rights above will not infringe the intellectual property rights of any person, and that the content is not defamatory and does not breach any applicable law.

**25.4** We may monitor or review your content, but we are not obliged to do so. We may also alter or remove any of your content at any time, including to ensure the operational integrity of our Services.

## **26. Applicable Law and Dispute Resolution**

**26.1 Governing Law:** These Terms are governed by the laws of the Netherlands with the exclusion of the CISG (United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980), without application of its conflict of laws-rules. This does not affect your legal rights as a consumer in the country/region in which you are located.

**26.2 Disputes:** We will first attempt to settle any dispute that arises amicably. Should we not be able to reach an amicable solution, any disputes arising between MWS and the user in connection to the Platform, the Products, the Services, or the Terms will exclusively be resolved by the competent court in Amsterdam, the Netherlands.

## **27. Miscellaneous**

**27.1 English language:** The Terms are made available in English and all agreements governed by them shall be considered concluded in English. Translations to other languages may be provided for the sake of convenience, but the English version shall always be leading concerning the interpretation of these Terms and all agreements governed by them.

**27.2 Assignment:** We may subcontract and assign transfer or novate these Terms or any of our rights and obligations under these Terms and any Purchase Agreement to any third party and you hereby consent to any such dealings provided that your rights under these Terms and such agreements are not adversely affected. In doing so, we will always take into account and comply with applicable data protection legislation and other laws. All stipulations in these Terms are also made for the benefit of parties involved in the sale or delivery of Products.

**27.3 Invalidity:** Should any provision of the Terms be or become invalid or unenforceable in whole or in part, the remaining provisions shall continue to apply in full, and MWS and you may agree to negotiate in good faith concerning a valid and enforceable provision

approaching as closely as possible the intent of the invalid or unenforceable provision, to replace it.

**27.4 Waiver:** Any failure by a party to enforce any provision of these Terms or any Purchase Agreement at any time shall not be deemed to be a waiver of its right under these Terms, nor shall it prejudice any of its right to take subsequent action. A waiver by us of any default shall not constitute a waiver of any subsequent default. No waiver by us of any of these Terms shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with Clauses 21.8 and 21.9 below.

**27.5 Entire Agreement:** These Terms and each Purchase Agreement set forth the entire agreement between you and MWS and supersede any prior proposals, agreements, understandings, and contemporaneous discussions, whether oral or written, between you and MWS with respect to the Services or Platform. Except for any guaranties or warranties provided to you under statute, we each acknowledge that, in agreeing to these Terms, (and the documents referred to in them), neither of us relies on any statement, representation, assurance or warranty (**Representations**) of any person (whether a party to that contract or not) other than as expressly set out in these Terms. Each of us agrees that the only rights and remedies available to us arising out of or in connection with a Representation shall be for breach of contract as provided in these Terms.

**27.6 Amendments to these Terms:** We reserve the right to make changes to these Terms at any time. You, and any contract of sale including any Purchase Agreement between us, will be subject to the version of these Terms in force at the time you order the Products in question from us.

**27.7 Events beyond our reasonable control:** To the maximum extent permitted by applicable law we will not be held responsible for any delay or failure to perform or comply with our obligations under these Terms if and to the extent that the delay or failure arises from any cause which is beyond our reasonable control.

**27.8 Written communications:** Applicable laws require that some of the information or communications we send to you should be in writing. When using the Platform, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on the Platform. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This Clause does not affect your statutory rights.

**27.9 Notices:** All notices given by you to us must be sent to MatchWornShirt B.V., at H.J.E. Wenckebachweg 258 (1096 AS) Amsterdam, the Netherlands with an email to be sent at the same time (which shall not constitute notice) to contact at [support@matchwornshirt.com](mailto:support@matchwornshirt.com). We may give notice to you at either the e-mail or postal address you provide to us when placing an order, or by providing you with a message to your Account or on the Platform, or through our customer support tooling.

**27.10 Third party rights:** Except as expressly set out in these Terms or in a Purchase Agreement no third party may claim any rights under these Terms.

## Appendix 1 - Supplementary Country Terms

### I. Australia

### II. United States

#### I. AUSTRALIA

##### 1. Definitions

**1.1 Australian Consumer Law** means the Australian Consumer Law set out in Schedule 2 of the *Competition and Consumer Act 2010* (Cth).

**1.2 MWS** or **we** or **our** or **us** in these Supplementary Terms and references in the General Terms or Purchase Agreement as the context requires are deemed to be a reference to MatchWornShirt Australia Pty Ltd (ABN 65 669 435 563).

##### 2. Invalidity for unfair contract terms

**2.1** If any provision of the Terms is unenforceable or partly unenforceable (including where a provision is unfair under the unfair terms regime of the Australian Consumer Law), that provision will be severed to the extent necessary to make these consumer terms enforceable (in other words, that provision will have no force or effect such that MWS and no Seller may rely on or enforce that provision).

##### 3. Clauses of the General Terms which will not apply to consumers and small businesses (as defined under the Australian Consumer Law).

**3.1 Indemnities:** Clause 24 of the General Terms will not apply to you. The following term will apply instead:

Excluding any liability, loss or costs to the extent that it is outside of your control or caused by our mistake, fraud, negligence or wilful misconduct, you indemnify MWS, its directors, officers, employees, consultants, agents and affiliates, against all actions, claims, charges, costs (including legal costs), expenses, losses, damages and other liability that MWS may sustain or incur, directly or indirectly, as a result or as a consequence of:

- a) your breach of these Terms; or
- b) any negligent or fraudulent act, error or omission by you.

**3.2 Assignment:** Clause 27.2 of the General Terms is supplemented by the following provision.

You may assign these Terms or any Purchase Agreement to any third party with our consent (not to be unreasonably withheld, conditioned or delayed).

#### **4. Your rights under Australian Consumer Law and our liability to you**

##### **4.1 Our liability to you**

- a) We have responsibilities and obligations under the law, including under the Competition and Consumer Act 2010 (Cth), including the Australian Consumer Law, and other applicable laws, regulations and codes.
- b) Other than your statutory rights as a consumer, to the extent permitted by applicable law we expressly exclude all conditions and warranties, rights or remedies, liabilities and other terms that may be implied by custom, statute or common law.
- c) Nothing in these Terms affects removes or limits your rights as an Australian consumer or small business under the Australian Consumer Law or any other applicable laws or regulations or does or is intended to exclude, restrict or modify any right or remedy you have under Australian Consumer Law or other law which cannot be lawfully excluded, restricted or modified.
- d) We are liable to you for our breach of these Terms that causes foreseeable loss to you noting that our liability to you is subject to the exclusions on our liability detailed in these Terms (including that we are not liable to you for any consequential losses, amongst other things) and if you have contributed to any loss or damage you are claiming against us, our liability is reduced to the extent of your contribution.
- e) We are not liable to you for:
  - i) any defamatory, offensive or illegal conduct or material by you or by any other person;
  - ii) breach of third party intellectual property rights by you;
  - iii) fraud caused by you;
  - iv) consequential loss or damage;
  - v) an event outside our reasonable control; or
  - vi) any act or omission of a third party for which we are not responsible unless specified otherwise in these Terms.

##### **4.2 Your statutory rights as a consumer**

- a) Under the Australian Consumer Law, if you are a consumer, certain consumer guarantees apply to goods and services regardless of any express warranties to which you may be entitled under these Terms or any Purchase Agreement.

b) Notwithstanding anything to the contrary in these Terms, if you acquire goods (other than for the purpose of resupply) and services from MWS as a consumer, they come with statutory guarantees under the Australian Consumer Law that are not excluded by the Terms.

c) The statutory guarantees include (without limitation) the following:

- MWS or the relevant Seller has the right to sell the goods;
- You have the right to undisturbed possession of the goods;
- The goods are free from any undisclosed security, charge or encumbrance;
- Goods must be of acceptable quality, taking into account their nature as matchworn items. This means they must:
  - be safe;
  - be free from defects other than those that are reasonably expected given their matchworn condition;
  - be acceptable in appearance and finish, considering that they have been worn during a match;
  - do all the things someone would normally expect them to do so;
  - match any demonstration model or sample;
  - be fit for the purpose which MWS or the Seller has represented to you it would be fit for;
  - match the description of the goods given by MWS or the Seller; and
  - meet any express warranty given by MWS or the Seller to you at the time of your purchase about their performance, condition and quality.
- Service provided by MWS must:
  - be provided with due care and skill or technical knowledge;
  - be fit for purpose or give the results that have been agreed to; and
  - be delivered within a reasonable time when there is no agreed end date.

d) We guarantee that:

- i) goods are of acceptable quality (unless we specifically drew to your attention the reasons why the goods are not of acceptable quality);
- ii) any express warranties will be honoured;
- iii) you are buying goods that have clear title, that do not have undisclosed securities and with a right to undisturbed possession;
- iv) you are buying goods that are fit for any disclosed purpose;
- v) you are buying goods that match the description, sample or demonstration model; and
- vi) the services we supply are provided with due care and skill, are fit for any specified purpose (as are any products resulting from the services) and are provided within a reasonable time, if no time is fixed for supply of the services.

e) If the goods or services we supply fail to meet a consumer guarantee, you have rights against us. This may include the right to a repair, replacement or refund. In certain circumstances we may choose how we remedy our failure (consumer guarantee remedies). In other circumstances, you may choose how the failure should be remedied.

f) You may not be entitled to a refund or replacement under the Australian Consumer Law if:

- i) the good is not rejected within a reasonable period;
- ii) you have lost, destroyed or disposed of the good; or
- iii) the good has been damaged after delivery.

g) You may be entitled to recover reasonably foreseeable loss or damage suffered for our failure to meet a consumer guarantee.

h) Where we breach your statutory rights as a consumer regarding a good or service that is not ordinarily acquired for personal, domestic or household use or consumption, our liability is limited only to the consumer guarantee remedies at our election to:

- i) resupplying that service; or
- ii) paying the cost of having that service supplied again,

except where you establish that it is not fair or reasonable for us to rely on this Clause.

i) To the extent that MWS fails to comply with a statutory guarantee applicable to you under the Australian Consumer Law you are entitled to the remedies as set out in the Australian Consumer Law.

j) For major failures with goods, you are entitled choose a refund or replacement. For major failures with a service, you are entitled to cancel your service contract with us and receive a refund for the unused portion, or to compensation for its reduced value.

k) If a failure with the goods or service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done, you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion.

l) You are not entitled to a remedy if MWS failed to meet one the consumer guarantees due to something someone else said or did (excluding our agents or employees) or beyond MWS's control that happened after MWS's Products or Services were supplied.

## **II. UNITED STATES**

### **1. Risk/Ownership.**

**1.1** You acknowledge and agree that all risk of damage to or loss of Products shall pass from Seller to you upon delivery of such Products.

**1.2** Notwithstanding delivery and the passing of risk, and solely for the purposes of securing payment of all monies due or to become due to the Sellers by you, ownership of (and title to) the Products shall not pass to you until the Seller has received in full (in cash or cleared funds) all sums due to it in respect of the Products.

**1.3** In the event the Products are not paid for in full, the Company shall have no obligation to deliver the Products to you, and such Products shall remain in Seller's possession until all such monies due and owed from you to Sellers have been received in full.

## **2. Limitation of Liability.**

**2.1** Notwithstanding the provisions of any other terms and conditions herein, the Seller's aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of any Purchase Agreement shall be limited in amount to the amount of the price of the Products. The parties agree that this condition is reasonable and that the contract price is based on the level, exclusions and limits of liability in this condition.

**2.2** IN NO EVENT SHALL SELLER BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

## **3. Governing Law; Submission to Jurisdiction**

**3.1** All matters arising out of or relating to this Agreement is governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Delaware.

Any legal suit, action or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of Texas in each case located in the City of Dallas, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

## **4. Assignment**

**4.1** Clause 21.2 of the General Terms is supplemented by the following provision:

You may not assign these Terms or any Purchase Agreement to any third party without our prior written consent.