

SELLER GENERAL TERMS AND CONDITIONS OF USE ("GTC").

Welcome!

Auctentic B.V, with registered address at Portland 66, 1046 BD Amsterdam, tax ID NL863728042B01, (hereinafter "Auctentic") manages the Online Platform at www.auctentic.com and all associated domains, (hereinafter the "Platform") through which sellers can apply for free brokerage service to resell their used and pre-owned jewelry, such as diamonds, gems, diamond and gemstone jewelry, and luxury second-hand watches (hereinafter "Products").

Users who wish to use the free service to sell their valuables and/or to receive an evaluation (the "User") must fill in the online form on the Platform and to fully accept these General Terms and Conditions ("GTC"), regulating the relationship with Auctentic for the provision of evaluation and intermediation services for the sale of Products through the Platform (the "Services"). A User making a request to sell is referred to as a "Seller". A professional user who intends to purchase and makes purchase offers for Products shall be referred to as the "Buyer." Users must also accept the legally binding contract (the "Contract") for the sale of Products to Buyers to be carried out solely through Auctentic, on behalf of the Seller, through the Platform.

Any singular word or term herein shall also be read as in the plural, and vice versa, whenever the sense of these GTC may require it.

1. General rules

1.1. Auctentic only provides Sellers with the technical ability to use the Platform and Services to offer their Products for sale via the Platform as an intermediary using the "Highest Offer Search in 24 Hours" features and to request Product evaluations (the "Product Evaluation").

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1.2. The Platform gives the Seller the opportunity to sell their Products online, without leaving their house and receiving offers from all over the world, from an audience of over 2000 professional international Buyers.

1.3. Auctentic reserves the right to change the GTC at any time; such changes will take effect two weeks after the publication of the changes to the GTC by Auctentic, unless Auctentic has received a written objection from the Seller by that date.

1.4. In the event of changes directly affecting rates and prices of the Services and/or the Platform, Users and Sellers will be required to express their consent to the changes to the GTC.

1.5.

1.6. Each User and Seller is solely responsible for the fulfillment of their contractual obligations arising from the Contract which may be signed through the services offered by the Platform.

1.7. Details, particularly the essential features of the Products offered through the "Highest Offer Search in 24 Hours" are provided to Buyers by telephone by Auctentic staff and are not binding to purchase until the Products are evaluated by Auctentic in person.

1.8. These GTC apply to all offers, quotations, instructions, legal relationships and agreements, under whatever name, and Contracts with, by, or in relation to Auctentic.

1.9. Auctentic explicitly rejects any applicability of the User's or Seller's general terms and conditions.

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2. Usage of the Platform

2.1. Any person under the age of eighteen is prohibited from using the Platform. It is not the responsibility of Auctentic to verify the age of users of the Platform.

2.2. In order to use Auctentic's Services, the User or Seller must be over eighteen years of age and provide true and accurate contact information when filling out the relevant form on the Platform.

2.3. Whilst filling out the form, Users and Sellers must provide complete and accurate information as required by the procedure.

2.4. In addition, when filling out the form, Users and Sellers are required to enter their contact information (phone number and email address).

2.5. In order to entrust Auctentic with their Products, Sellers and Users shall sign an acceptance document ("Deposit Receipt and Shipping Authorization ") and transmit said signed document along with a copy of a valid ID card, driver's license, or passport, and social security number. Auctentic may, at any time, ask for additional verification of the Seller's identity.

2.6. Auctentic will communicate with the Users and Sellers via telephone, email, and messaging; therefore, it is their responsibility to provide complete and accurate contact information.

2.7. The User and Seller must not enter false and/or fictitious data when filling in the form; the personal data, phone number and e-mail must be their real personal data only.

2.8. It is forbidden to fill out the form by entering information about third persons.

2.9. In case of incomplete, false or incorrect data, Auctentic reserves the right to reject or suspend the request for a Product Evaluation at any time and at their complete discretion.

2.10. Auctentic reserves the right to prosecute any violation of these GTC and any abuse, including in the interest and for the protection of the User and Seller.

3. Request for Product Evaluation and search for highest offer

3.1. In order to request Product Evaluation and Highest Offer Search through the Platform, Sellers may submit a request by filling out the form available at this link "Request Evaluation".

3.2. In the request for Product Evaluation form, Sellers are asked to provide Auctentic with an accurate description of the Products, attach one or more clear images, including a legible image of the Products' certificate or warranty, if applicable.

4. Auctentic accepting the evaluation request and search for highest offer

4.1. All Evaluation and Highest Offer search requests submitted by Users and Sellers are subject to Auctentic's Acceptance, which is communicated to the User and Seller within 1 (one) business day from when the request is received by Auctentic.

4.2. Auctentic reserves the right to reject the request for Product Evaluation and Search Highest Offer of any Product for any reason, at their sole discretion.

5. Highest offer and Initial evaluation

5.1. If the request for Product Evaluation and Highest Offer Search are accepted, Auctentic will send the Seller:

- for Products certified by internationally recognized institutes, the Highest Offer received from Buyers within 24 hours (on business days) (the "Highest Offer");
- for Products that do not have a certification issued by internationally recognized institutions, an initial evaluation with an estimated price range (the "Initial Evaluation").

1. The Highest Offer and Initial Evaluation provided by Auctentic depend on current market trends for the Products, their characteristics and state of preservation, and are not formally binding: Users and Sellers may reject the Highest Offer or Initial Evaluation and withdraw the request for Product Evaluation and Search for the Highest Offer at no cost or commission, as the online service is always free of charge for Sellers and Users.

2. The Seller shall confirm in writing to Auctentic their willingness to proceed with the Highest Offer or Initial Evaluation received by signing the "Receipt of Deposit and Shipping Authorization" document; once this has been signed, the Seller shall ship the Products to Auctentic for inspection (the "Inspection") before the sale can be finalized.

6. Shipping of products from Users and Sellers to Auctentic

6.1. Upon signing the "Deposit Receipt and Shipping Authorization" for acceptance of the Highest Offer or Initial Estimate, Sellers shall receive an insured shipping label, prepaid by Auctentic (the

"Shipping Label"), packaging envelopes, and a numbered burglar-proof seal in order to ship the Products to Auctentic for Inspection purposes in the safest possible way.

- 6.2. With regard to the above paragraph, Auctentic reserves the right to update their shipping and insurance procedures and methods at their discretion to ensure the most secure and up-to-date service for the Seller.
- 6.3. Products must be packaged and delivered to the courier for home pickup in accordance with the instructions at this link [How to pack the Products](#).
- 6.4. The Shipping Label ensures direct shipment to Auctentic, prepaid and covered with full insurance by Mira Insurance Company, providing guaranteed full reimbursement to the Seller of the amount insured for 100% of the Product value in the event of loss, theft or damage to the Products during shipment.
- 6.5. For Product Inspections, it is also possible for User and Seller to visit one of the offices, in Antwerp, Belgium, or in Milan, Italy, in person and by appointment only.

7. Inspection of Products by Auctentic

- 7.1. Upon receipt of the Products, Auctentic shall conduct an Inspection, which will be filmed by a camera.
- 7.2. The User fully accepts and is aware that:
 - inspections involve the removal of Products from their original Shipping package, meaning that Products may not always be placed back in their exact original position.
 - Inspections may require activities (included but not limited to opening the back of a watch, removing a diamond from the frame, cleaning and polishing activities) which may result in slight physical alterations to the Product: however, before performing such operations, Auctentic shall always request the User's consent;
 - Following Inspection, Auctentic may offer Users the chance to submit the Products for certification or inspection by a third party with entirely insured shipment, subject to the User's prior written consent.
1. The Seller expressly releases Auctentic from any liability whatsoever for any activity carried out as part of the Inspection, hereby waiving any and all possible claims on any possible grounds whatsoever, such as but not limited to indemnification and compensation.
2. Following the product inspection carried out by Auctentic:
 - if Products match the Initial Evaluation or Highest Offer received in its entirety, Auctentic will confirm to the Seller the value of the Highest Offer made by the Buyers ("Highest Offer") or the Initial Evaluation (the "Initial Evaluation");

- if the value of the Products does not match the Initial Evaluation or Offer under every aspect (included but not limited to: Products are in poor condition, the characteristics are inferior compared to the online evaluation, or they are unsuitable for sale), Auctentic may, at its sole discretion, reject them and communicate such rejection via phone and e-mail, and return them to the User at the expense of Auctentic;
- if, however, as a result of the Inspection, the Product is found to be of lesser value than the Initial Estimate, resulting in an Offer deemed unsuitable by the User, the User shall have the right to request that the Products be shipped back to them with insurance and shipping costs to be borne solely by Auctentic.

8. Highest Offer - Signing the contract

- 8.1.** Once Auctentic has informed the User or Seller of the Highest Offer, Users and Sellers may accept it by signing the Payment Authorization Document, which contains all the conditions of conclusion of the Contract of Sale via Auctentic as an intermediary.
- 8.2.** Users and Sellers may reject the Highest Offer by asking Auctentic to not proceed with the sale, at no cost or commission for the User or Seller themselves.

9. Rejecting the Highest Offer - Return of Products to User and Seller

- 9.1.** Should the Highest Offer not meet the User's or Seller's expectations, and they make Auctentic aware of this, Auctentic will return the Products.
- 9.2.** If this happens, within 48 hours after notification of return of the Products, Auctentic will return the Products to the User or Seller via Malca-Amit courier or other carriers, providing a tracking number as well as cover in the event of damage, theft or loss in line with the value insured on the outward shipment.

10. Payment to Sellers following Sale with Highest Offer

- 10.1.** Once the Contract between Seller and Auctentic has been concluded, the Seller will receive the full amount stated in the Payment Authorization Document via instant bank transfer to the bank account number Seller has provided to Auctentic.
- 10.2.** Auctentic shall make payment only to bank accounts in the name of the rightful owner of the Product.
- 10.3.** Auctentic is entitled to suspend any payment until a bank account in the name of the rightful owner of the Product is provided to her.

11. Auctentic's fees

- 11.1.** Online sales and evaluation services are always free of charge for the Seller, who will never have to pay fees or commissions.

- 11.2.** Should the Seller request an in-person evaluation in Italy, service fees amount to €300.00, VAT included, for evaluations carried out in the city of Milan and may range from €400.00 to €800.00 for evaluations to be carried out in other parts of Italy. Auctentic is entitled to adjust those rates, at her sole discretion.
- 11.3.** In Spain, an in-home evaluation service is available upon request with variable rates.
- 11.4.** The rates disclosed in the previous paragraphs are not applied if Users or Sellers decide to entrust Auctentic with the sale as well.

12. Warranties. Disclaimers.

- 12.1.** Sellers explicitly guarantee the exclusive and legitimate ownership of the Products offered for sale, as well as the absence of legal liens and encumbrances on the Products, taking on all responsibility when it comes to this.
- 12.2.** Sellers are explicitly waiving any and all possible claims relating to any possible issued relating the ownership, legal liens and encumbrances on the Products.

13. Service Level Agreement

- 13.1.** Auctentic will do her best (but in no way guarantees) to keep the www.auctentic.com Platform functional and working.
- 13.2.** Time required to maintain the Platform is excluded from the above as is any downtime of the Platform that is not the fault of Auctentic.

14. Data security

- 14.1.** Auctentic is not responsible for the compatibility of the Platform with the User's or Seller's hardware or software for constant network availability, for any viruses, ransomware, misuse or damage caused by inadequate hardware or software, as well as for malfunctions resulting from the Internet connection or Internet service in general.

15. Auctentic's intellectual property rights, right to use User and Seller materials

- 15.1.** The content available on the Platform is protected by copyright and intellectual and industrial property rights and is owned by Auctentic.
- 15.2.** By uploading content through the form on the Platform or by sending it via message to Auctentic (included but not limited to through WhatsApp or Messenger chat), Users and Sellers grant Auctentic a free, transferable right of use over their content, which allows Auctentic (among other things) to:
- store the content on its servers and, if necessary, make it publicly accessible online by publishing it on the Platform, or on Auctentic's blogs and social channels, or by including it in a newsletter, only after removing any details which may identify the Seller; and

- edit and duplicate content to the extent necessary for its publication in newsletters, blogs and social channels used by Auctentic.
- 1. Auctentic's rights of use and exploitation of the Seller's materials uploaded via the relevant form on the Platform or through messaging under the terms stated above shall terminate when removed from the Platform, without prejudice to any prior actions performed under the rights granted.
- 2. No content or elements of the Platform may be extracted and/or reused without Auctentic's express written consent.

18. Auctentic's liability

- 18.1. Auctentic shall not be liable for damage due to force majeure (included but not limited to strikes, war, natural disasters, epidemics/pandemics).
- 18.2. Auctentic shall not be liable for any damages to the Product that User or Seller have shipped to her and/or Auctentic has shipped back to her or Auctentic has shipped to Buyer.
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19. Privacy

- 19.1. All information from Auctentic of which the User or Seller may become aware is strictly confidential regardless of the medium and manner in which it was received.
- 19.2. Pursuant to and in accordance with Regulation 679/2016 ("General Data Protection Regulation"), all information regarding the processing of personal data by Auctentic is available at this link

20. Final Provisions

- 20.1. The non-validity of individual provisions shall not affect the validity of the remaining provisions of these GTC; the invalid clause shall be replaced by a valid clause that comes as close as possible economically and legally to the former in terms of meaning and purpose.
- 20.2. This also applies in the case of gaps in provisions.

21. Applicable Law, Jurisdiction

- 21.1. This Agreement is governed solely by Dutch law.
- 21.2. The resolution of all disputes in connection with the Contract or the GTC will be settled with the courts of Amsterdam exclusively.