



REGISTRATION AND USAGE CONDITIONS AUCTIM BV
18-02-2020

Artikel 1: DEFINITIONS

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| General Conditions | The general conditions of the AUCTIM Partner applicable to online auctions, private sales and related services. |
| AUCTIM | AUCTIM BV, B-2630 Aartselaar, Helststraat 47; company number 0729.905.796. The franchisor of the auction platform on the website. |
| AUCTIM Partner | The franchisee of the auction platform on the website. The AUCTIM Partner is responsible for the organisation, preparation and execution of the (online) auction or private sale of a certain lot or certain good, as determined by the general conditions and applicable special conditions. |
| Special Conditions | The special conditions which are being drawn at each individual sale. They supplement the general conditions. |
| User | The person who has registered as such on the website. |
| User Account | The profile that a user acquires when registering on the website. |
| Seller | The principal. The person on whose instructions the lot will be auctioned. |
| Website | The website www.auctim.com and the websites which refer to it which are managed by AUCTIM bv. |

Article 2: GENERAL

- 2.1. The registration and usage conditions below apply to the relationship between the user, on the one hand, and AUCTIM, on the other hand, when using the website. We ask the users to read these registration and usage conditions thoroughly before using the website. AUCTIM may modify these registration and usage conditions at any time. Any use of the user account, for example, by logging on to the website following the publication of the amended registration and usage conditions, constitutes acceptance of these new registration and usage conditions.



- 2.2. The user's further use of the website, such as participating in online auctions, concluding the purchase agreement, payment and transfer of the lots/goods, is subject to the general conditions and the applicable special conditions of the AUCTIM Partner.
- 2.3. Users cannot in any way derive any rights from the website or its content. No information or content on the website may be used, copied or published for non-private or commercial purposes, except with the explicit prior consent of AUCTIM or the relevant holders of intellectual property rights.
- 2.4. In the event of any discrepancy and/or lack of clarity between the registration and usage conditions in Dutch and the registration and usage conditions in other languages, the Dutch version shall prevail.
- 2.5. If one or more of the provisions or a part of a provision of these registration and usage conditions should be declared null or void, this nullity shall not affect the validity of the other provisions. The parties will immediately and in good faith negotiate a valid provision to replace the null/void provision, which corresponds as much as possible to the purpose of the null/void provision.

Article 3: REGISTRATION

- 3.1 The user accepts the present registration and usage conditions when registering his/her user account on the website.
- 3.2 In order to create a user account, the user must provide certain (personal) data, such as his/her (i) name; (ii) email address; (iii) gender; (iv) address (country, street, no., postal code, city); (v) language; (vi) mobile phone number; and (v) capacity (natural person/company). Thereafter, the user chooses his/her own password for his/her personal user account.
- 3.3 The user guarantees the accuracy and completeness of the (personal) data provided and undertakes to keep the data up to date and correct it should it change. The user also undertakes to keep his/her password secret and not to transfer his/her user account.

- 3.4 AUCTIM reserves the right to refuse or terminate the registration of a user account at any time and without giving reasons.
- 3.5 The user accepts that AUCTIM shall use the (personal) data for the management and optimisation of the website and that AUCTIM shall pass these data on to the relevant AUCTIM Partner(s), who shall use these data in accordance with the general conditions and the applicable special conditions. The processing of personal data by AUCTIM and the relevant AUCTIM Partner(s) shall always take place in accordance with the applicable regulations on the protection of personal data as stipulated in article 11 of the general conditions.

Article 4: LIABILITY

- 4.1 AUCTIM is solely responsible for the management of the website. All other services provided via or in addition to the website, such as the organisation and execution of the online auctions, the private sale, the payment and the transfer of the goods, are entirely the responsibility of the seller or the AUCTIM Partner, as stipulated in the general conditions and the applicable special conditions.
- 4.2 All information on the website is for information purposes only. The website and its content are intended to provide an overview of the services of the AUCTIM Partner(s) and the lots/goods offered. Although AUCTIM wishes to keep the information on the website up to date and accurate, certain information may be incomplete or inaccurate. Buyers or bidders are always deemed to have carefully inspected the lots and/or goods at the viewing times provided for that purpose and thus to know and accept the characteristics, including any visible and/or reported defects, before placing a bid. The information on the website regarding the goods/lots offered and the descriptions of the auctions/sales is provided and managed by the seller and/or the AUCTIM Partner. AUCTIM cannot be held liable for any damage that occurs or may occur as a result of incomplete or incorrect information on the website.
- 4.3 AUCTIM is not liable for the bidding on or sale of lots/goods during an online auction or private sale in which the user participates. All online auctions and private sales are the sole responsibility of the seller or the AUCTIM Partner, as stipulated in the general conditions and the applicable special conditions. AUCTIM is solely responsible for the management of the

website and in the event of a dispute regarding any aspect of the online auction, AUCTIM is never involved.

- 4.4 AUCTIM and the AUCTIM Partner are not liable for technical problems when visiting or registering on the website.
- 4.5 AUCTIM and the AUCTIM Partner are not liable in the event that, due to technical imperfections, bidding is not possible or the auction and/or private sale is prevented. In such case, the user cannot claim compensation for any direct or indirect damage, including loss of an opportunity.
- 4.6 Any websites or sources referred to by hyperlinks on the website are the responsibility of their respective owners or editors. AUCTIM is not liable for the content of these sources or websites.

Article 5: COPYRIGHT AND OTHER (INTELLECTUAL PROPERTY) RIGHTS

- 5.1 The website and its content (including design, texts, images, logos, etc.) are protected by copyright. AUCTIM is the sole holder of the copyright in the logo. AUCTIM, the AUCTIM Partner and/or the seller are the copyright holder(s) of the texts and information provided on the website.
- 5.2 AUCTIM and the AUCTIM Partner(s) cannot be held liable in any way for any infringement of copyright or other intellectual property rights or for any other legal or regulatory infringement related to goods or lots depicted, offered or sold on the website. The seller is always responsible for the legality of its actions and the products or lots for which the seller has instructed the AUCTIM Partner to offer and/or auction. Consequently, the seller guarantees that his goods or lots comply with the applicable legislation, that he is the legal holder of the intellectual property rights associated with them and that these products or lots do not infringe the rights of third parties.
- 5.3 Users shall, in the cases stipulated in article 5.2., only address themselves against the seller concerned and shall not hold AUCTIM and the AUCTIM Partner(s) liable in any way whatsoever or involve them in any proceedings. They shall inform AUCTIM or the AUCTIM Partner in a

timely manner of the existence of a potential infringement or illegality on the website in order to allow AUCTIM to investigate it and whether or not to take the necessary measures, such as the removal of infringing content or the cessation of an auction of infringing goods.

Article 6: COMPETENT COURT AND APPLICABLE LAW

- 6.1 The registration and usage conditions and the legal relationships arising therefrom shall be governed by Belgian law.
- 6.2 In the event of any disputes, only the courts of Antwerp shall have jurisdiction, even in the event of several defendants.

