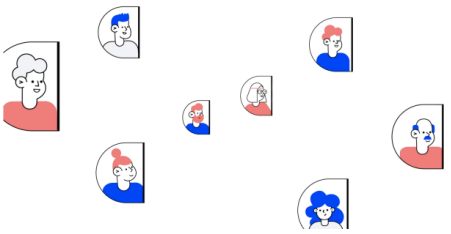
Terms of Use - General Terms

Valid from 31 October, 2025

Catawiki is the leading online marketplace for special objects that fulfil people's passions. Over 75,000 objects are offered in auction every week – each selected by our in-house experts.

Agreements between you and us



Article 1: Terms of Use

Our Terms of Use ('Terms' for short) and other documents we mention below are legally binding agreements between you and us. The Terms apply to your use of our website, including any subpages and subdomains of the website, our mobile, tablet, and other smart device apps, our app program interfaces, and all associated services.

Our Terms are the rules that govern browsing, bidding, buying, and selling on or through Catawiki. All users of our online marketplace need to accept and are bound by our Terms.

We've structured our Terms to include General Terms, which apply to all users of our online marketplace, and separate Buyer Terms and Seller Terms, which apply when you interact with us as a buyer or seller. This helps ensure you see the information most relevant to your role.

Buyer Terms
If you're looking to bid or buy, these apply to you.

Seller Terms
If you're looking to submit or sell, these apply to you.

We also give extra guidance in our help centre. If there's any discrepancy between what's said in the Terms and the help centre, the Terms prevail.

We've written our Terms in plain language so they're easy to understand. But if there are any words or phrases you need more clarity on, you can find definitions in our glossary.

All content on our website and apps, including these Terms, was originally written in English but is available in multiple languages. Catawiki may use Artificial Intelligence (AI) to translate or generate this content, including on object pages and other parts of our online marketplace. If there's a conflict between the English version and another language version, the English version prevails.

Learn more about how we use AI.

Our Terms, policies, and help centre articles have been prepared in accordance with Dutch law. Any legal terms and concepts used in these Terms will be interpreted according to Dutch law.

All content on our online marketplace is protected by copyright and other intellectual property rights. This includes text, photos, videos, and other material provided by Catawiki, sellers, or third parties. You may not use, copy, or distribute this content without permission or unless allowed by law.

For more information, see our Copyright Notice.

Article 2: Guidelines & policies

In addition to our Terms, we have a number of guidelines and policies to keep our online marketplace safe and reliable for our users. All guidelines and policies are considered part of our Terms. But if there are any discrepancies between our Terms of Use and our guidelines and policies, the Terms of Use prevail.

- **Submission Guidelines**

  Our submission guidelines guide sellers on what objects our experts usually accept for auction and on the best way to present them. Find out more in our Seller Terms.

- **Review Policy**

  Buyers can provide feedback to sellers they buy from. Sellers can respond to this feedback. For the sake of transparency, we include this feedback on our platform.

- **User Communication & Anti-Harassment Policy**

  It's important to us that everyone is treated with courtesy and respect. We don't tolerate inappropriate, offensive, hateful, or threatening communications towards any of our users or our employees.

Summary: We have a few guidelines and policies to keep Catawiki a safe and respectful place for our users.

Article 3: Other agreements and laws

Your use of our online marketplace might also be governed by other agreements or applicable international laws and regulations and we expect you to comply with these. These include:

- **Contract of sale**

  A buyer and seller enter into a contract of sale for each object sold through our online marketplace. For more detail, see Article 10.

- **Professional sellers' terms and conditions**

  In certain situations, professional sellers may have their own terms and conditions. These can apply to a purchase in addition to the contract of sale. But only if they're made known ahead of the sale and don't go against our Terms. In case of conflict, our Terms and

template contract of sale always supersede the terms of other parties.

- **Laws and regulations for certain objects**

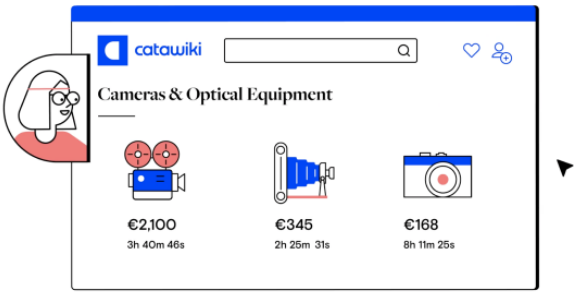
  There are laws and regulations for certain types of objects sold on Catawiki. For example alcohol, weapons (including antique weapons), explicit content, or objects protected by cultural heritage or endangered species legislation.

- **Laws and regulations applicable to you**

  By using our online marketplace, you are obliged to comply with all applicable national, EU, and international laws and binding regulations regarding bidding on, purchasing, offering for sale, and selling objects.

Summary: We expect you to comply with all laws and regulations that apply to you or the objects you buy or sell. Our Terms supersede your or third party terms and conditions.

How Catawiki works



Article 4: Catawiki is an online marketplace

Catawiki is an online marketplace. We connect buyers and sellers of special objects through automated online auctions or other selling methods. Find out more about us here.

- **We're a facilitator, not a seller**

  Catawiki is not a traditional auction house. We do not own anything listed or sold on our online marketplace. This means our buyers purchase directly from the sellers that list their objects on our online marketplace. The contract of sale is directly between buyer and seller (Catawiki is no party to it), and it is important for both buyer and seller to fulfil their obligations under the contract of sale.

  We provide services to buyers and sellers to give them the best experience in bidding, buying and selling on our online marketplace. Sellers are responsible for the objects they offer, including their description, packaging, shipping and legal compliance. This means that responsibility for the authenticity, provenance, and legality of objects rests with the seller.

  Read more about who is responsible for what.

Article 5: Services and fees

We operate an online marketplace that connects buyers and sellers. Our role is to provide the platform, tools, and related services that enable users to offer, bid on, and purchase objects. The contract of sale is always directly between the buyer and the seller of the object.

Both buyers and sellers pay fees for the services we provide. By using our marketplace, you agree that we provide services to both sides of the transaction.

- **Experts virtually review and select objects**

  We employ in-house experts who have many years of experience in their field. They virtually review and select objects to be sold on Catawiki. Experts consult our submission guidelines when deciding what objects to select. It's up to us and our experts to decide which objects fit in one of our auctions. You can find out more about the role of our experts here.

- **Platform services**

  We provide a number of other services to our users, so buyers can find the special objects they're looking for and sellers can offer their objects to an international audience of bidders who share their passion. Our services also help ensure a seamless sale and after-sale process.

- **Third-party service providers**

  To enhance your experience and offer you a safe and reliable online marketplace, we may use or recommend third-party service providers, such as payment or shipping providers. Your use of their products, services, applications, or websites may be subject to their terms and conditions and other policies. This means that separate fees can sometimes apply. If that's the case, we'll let you know.

- **Ancillary services**

  We may offer additional services also known as ancillary services. This can include shipping, insurance, photography, and third-party appraisal services. We may charge you an additional fee if you use these services. We'll inform you before charging you.

- **Buyers pay a Buyer Protection fee**

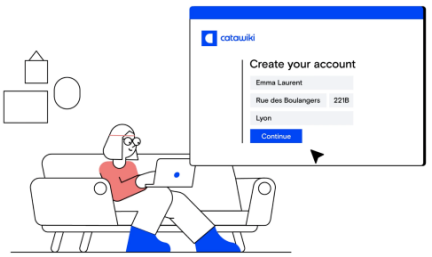
  For every sale, buyers pay the Buyer Protection fee. The fee for buyers is usually 9% of the purchase price and an additional fixed amount. This includes VAT (if applicable). We add this fee to the total costs buyers pay at checkout. Discounts or promotions may apply. We will always inform you about what fee is applicable, before charging you.

- **Sellers pay a seller success fee**

  The fee for sellers is usually 12.5% of the purchase price and an additional fixed amount. This excludes VAT (if applicable). We deduct this fee from the payment sellers receive after the sale. We'll let you know if a different fee applies to you.

Summary: We offer services to buyers and sellers, including virtually reviewing objects and providing a safe and reliable platform for our users. We charge a fee for our services. In providing our services, we may use the services of third parties.

You and **your account**



Article 6: Your Catawiki account

Before you can bid, buy, or submit an object to sell, you need to create a Catawiki account. Anyone of legal age may create an account.

- **Supported countries**

  To create an account, you need to live in one of our supported countries. You can only bid from supported bidder countries and sell from supported seller countries.

  If for some reason a previously supported country is added to our register of unsupported countries and you live in that country, we'll let you know. In this case, we may have to restrict our services or suspend or terminate your account.

  Supported bidder and buyer countries

  Supported seller countries

- **Provide complete info**

  Provide complete and truthful info about yourself and/or your company. You may not provide false info or impersonate another person and/or company.

- **Keep your info up to date**

  You're responsible for keeping your account info up to date to make sure the sale and shipping of objects runs smoothly. Also keep in mind, we or our payment providers may ask for additional info after you create your account.

- **Data for reporting obligations**

  Subject to laws and regulations that apply to us, we may need to collect certain data from you, for example to provide to tax authorities. You confirm that if we request such data from you, you will provide it in a correct and timely manner. Failure to share required data may mean that we can (temporarily) suspend your account or take any of the other measures mentioned in Article 13.

- **Info verification**

  We, and some of our service providers, are under a legal obligation to verify certain data you share with us. This means that we may ask you to complete or correct certain data you have shared with us in case of inconsistency or incorrectness.

- **Identification**

  We, our payment providers or any other third party we use in providing our services, may ask you to identify yourself as part of your account registration or to complete a sale. Failure to successfully verify your identity might mean that you cannot register an account, complete a sale or receive your payment.

  All data provided for reporting and/or identification purposes will be processed in accordance with our Data Protection and Privacy Notice.

- **Minors**

  If you are a minor under the age of legal consent in your country of residence, you may not use our online marketplace unsupervised. We may suspend or delete accounts we reasonably suspect are operated by unsupervised minors.

- **Pick an appropriate username**

  Your username must be appropriate and not offensive, vulgar, or misleading. It may not infringe on the intellectual property rights or other rights of third parties. We may not accept a particular user name or ask sellers to amend their username, if it is the same or very similar to that of an existing seller.

- **Keep your account safe**

  Keep your username and password secret. You're responsible for any activity related to your account, including any payment or delivery obligations. We assume that only you can sign in using your username and password. To keep your account secure, we advise you to regularly update your password.

- **Your account is your responsibility**

  Your account is your responsibility and you use our online marketplace at your own risk. The same applies to your use of technical means, such as a computer, phone, or internet connection.

- **Terminating your account**

  You may terminate your account at any time. However, we have the right to refuse deletion of your account, for example, if you still need to perform certain obligations (such as payment or delivery obligations) towards us or a user.

  If you terminate your account, it doesn't automatically mean all your personal data will be deleted. Our Data Protection & Privacy Notice contains more detail on the data that will and can't be deleted.

- **Reject account registration**

  It is at our absolute discretion to reject any account registration to bid or sell on our online marketplace.

- **Disclosure of seller details**

  In some cases, we may disclose basic seller details (such as name or business location) if required to help resolve legal or transactional issues.

Summary: You need an account to bid, buy, or sell on Catawiki. It's important for you to add the correct details to your account, keep your details up to date, and keep your username and password secret.

Article 7: Your personal data

We're dedicated to treating your personal data with care and respect, and processing it responsibly. For more details, you can read our Data Protection & Privacy Notice. In general, we rely on three principles when processing your data:

- **Be transparent**

  We want to make sure you understand what happens with your personal data and how we process it. Should you have any questions, please don't hesitate to contact us.

- **Be careful**

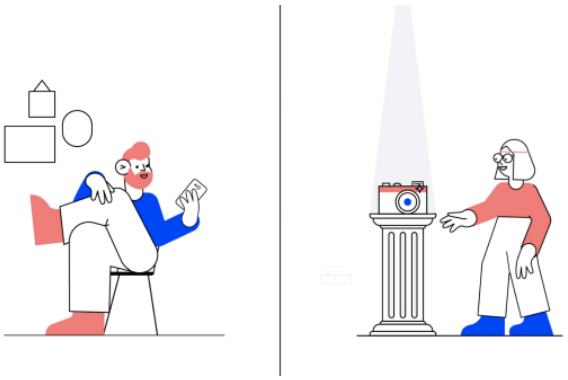
  You trust us to protect your personal data properly. Therefore, we are careful how we use it and with whom we share it. We constantly monitor any risk that may impact the security or integrity of our online marketplace and our internal databases and also other risks, like fraud.

- **Be relevant**

  In the course of our operations, we collect your personal data to help us understand how you use our online marketplace, and where we can make improvements and be more relevant to you. Still, we try not to collect any more data than we need, and to delete data when it is no longer relevant to us.

Summary: We're dedicated to treating your personal data with care and respect, and processing it responsibly. We use your data to help improve your experience, and we aim to be transparent about what data we collect and how we process it.

Buying and **selling**



Article 8: How auctions work

On Catawiki, we run online auctions of special objects. Bidders can bid on these objects and the highest bidder at the end of the auction buys the object. Here's a little more detail on how it works:

- **Ranking and search**

  The ranking of objects in an auction or feed is based on the expertise of the expert and certain other criteria including algorithms and, if available, paid advertisement.

  The way objects are shown to you or how they appear in search is sorted on relevance by default (for example artist, year, colour, or material) and, where available, paid advertisement. You can filter your search with different criteria (for example category, brand, or if the object has a reserve price). Additionally, we use personalisation to help you find the special object you love.

  Find out more on ranking and search here.

- **Every bid or successful use of buy now is binding**

  Every bid or successful use of buy now on our online marketplace is binding. This means you can't retract your bid or use of buy now and if you're the highest bidder or successfully used buy now, you agree to pay for the object (and any other costs like the Buyer Protection fee and shipping). Find out more about bidding here.

We'll assume you're the only one using your account. Which means we'll assume you place every bid placed through your account. That's why it's important to keep your account secure (see Article 6).

- **Auctions end when the time runs out or buy now is used**

  Auctions run for a set amount of time and end when the time runs out. You can see how much bidding time is left on the object page. If you use buy now, the auction will end as soon as you've paid for the object.

- **Auctions can be extended**

  If you place a bid during the last minute of a regular auction, the auction will be extended by 90 seconds. Each additional bid placed during that extra time will extend the auction by another 90 seconds. This gives other interested bidders a fair chance to respond.
  For Live Auctions, a different rule applies. If you place a bid during the last 15 seconds of a Live Auction, the auction will be extended by 10 seconds instead. Each additional bid placed during that extra time will extend the auction by another 10 seconds.

- **How reserve prices work**

  A seller can set a reserve price for their object. The reserve price is the minimum bid amount the seller will accept for the sale of their object. If at the end of an auction the reserve price isn't met, the object won't be sold and no contract of sale is concluded.

- **We may facilitate after-auction sales**

  If a seller's reserve price isn't met or a sale is cancelled, we may offer a range of options to the seller. These include facilitating after-auction sales by giving the seller a chance to offer the object to the highest or next highest bidders. Or letting the seller offer the object in another Catawiki auction. We may contact users to explore and facilitate these options.

- **Auctions are supervised by an independent notary**

  Our auctions are supervised by an independent civil notary, who makes sure that our Terms are followed. You can find out more about the role of the civil notary here.

Summary: All bids are binding and the highest bidder at the end of an auction pays for the object. Auctions will end at predetermined end times, which can be extended by bids placed in the last 90 seconds of an auction. Auctions can also end when you successfully use buy now.

Article 9: Rules of online auctions

It's important that our auctions are fair to all and run smoothly. To maintain the integrity of our online marketplace and our auctions and to ensure these are free from interference, fraud, and unlawful behaviour, the following rules apply:

- **Upload appropriate content**

  You may not post, list, or upload inappropriate content or objects anywhere on Catawiki. This includes but is not limited to material promoting you or your business.

- **Make sure you can legally use our services**

  You can only use our services if you're allowed to form legally binding contracts (for example, if you're of legal age). You may not use Catawiki if you are temporarily or permanently suspended from using our services. Also, be aware that some objects offered for sale are only available for buying or viewing upon a certain age (e.g. alcohol).

- **Respect feedback and ratings**

  You may not take any action that may undermine our feedback or rating systems. Find out more in our Review Policy.

- **Don't transfer your account**

  You may not transfer your account (including feedback) or user ID to another party without our consent.

- **Keep user info private**

  You may only use another user's personal data to complete your transaction and delivery. You may not scrape, harvest, share, sell, or use it for any other purpose. If you misuse personal data, we may suspend your account and may also notify authorities.

- **Use contact info mindfully**

You can only use the contact info of other users in relation to a specific transaction on our online marketplace (see Article 16).

- **Shill bidding is not allowed**

  Shill bidding is when someone bids on an object to artificially increase its price, desirability, or search ranking. This behaviour is strictly forbidden. You are prohibited from bidding on your own objects or objects offered by relatives or friends.

- **Side deals between users are not allowed**

  Buyers and sellers registered on our platform are prohibited from making a sales agreement which avoids our Buyer Protection and seller success fees or that negatively impacts other users. We can take certain measures if this happens (see Article 13). If another user asks you to complete a transaction outside of Catawiki, please let us know.

- **Payments need to be legal**

  Payments need to be legal. You must not use our online marketplace for money laundering, terrorist financing, or any other illegal financial activity. We and our payment providers may ask for additional information (like proof of identity or payment source). If you don't provide it, or if we suspect misuse, we may block payments, suspend your account, or notify authorities.

- **Respect intellectual property**

  It's important for you to respect the intellectual property rights (including copyright, trademark, patent, moral, database, and others) that belong to or are licensed to Catawiki. You must also respect the intellectual property rights of other users and third parties affected by your use of our services.

- **Report unlawful material**

If you think that certain user material is unlawful, we kindly ask you to report this to us. We are only obliged to remove unmistakably unlawful user material after being notified. We may refuse a request to block, remove user material, or discontinue an activity if we have concerns about the validity of the notice or the legitimacy of the evidence submitted.

- **Harming our infrastructure is not allowed**

  You may not perform any actions or use any software such as viruses, Trojan horses, worms, bots, or other software or technical tools that can harm the operation and infrastructure of our online marketplace. This includes reverse engineering, trying to obtain the source code, making our marketplace inaccessible, or circumventing technical protective measures.

Summary: To maintain the integrity and functioning of our online marketplace, you should refrain from any actions and behaviours that can be harmful to us, our online marketplace or other users.

Article 10: Contract of sale

In most cases, the highest bidder at the end of an auction or the person who successfully used buy now automatically enters into a contract of sale with the seller. This contract applies to all purchases on our online marketplace, including any after-auction sales. Make sure to read this contract carefully.

You can find the template for this contract here.

- **Rights and obligations**

  The contract of sale determines the rights and obligations of both buyer and seller. For the buyer, the most important obligation is to pay the purchase price and all related costs such as shipping. For the seller, the most important obligation is to carefully ship or transport the object to the buyer.

- **Amending the contract of sale**

  If both buyer and seller agree, you can amend the contract of sale, as long as the changes follow the law and are in line with our Terms and policies. Our Terms always prevail in case of conflicts.

- **We aren't a party to the contract of sale**

  We aren't directly involved in the contract of sale but if there's a conflict, we'll use reasonable efforts to provide a solution and in exceptional cases we can also cancel the contract of sale (see Article 11).

- **Failure to fulfil obligations**

  If the buyer or seller doesn't fulfil their obligations under the contract of sale, the other party – or we on its behalf – can send a notice of default including a reasonable deadline to fulfil the obligations.

  If, after this deadline, obligations still aren't fulfilled and/or can no longer be fulfilled by the defaulting party, the other party – or we on its behalf – can cancel the sale.

- **Cancellation**

  If a sale is cancelled, then the contract of sale is cancelled. If a user or us cancels a sale, in most cases the buyer must ship the object back to the seller to receive a refund of the purchase price.

  The party that is at fault is, in most cases, also responsible for any costs and damages caused by not fulfilling their obligations under the contract of sale. This includes any costs for measures we or the party that is not at fault take to try to continue with or cancel the sale. In these cases, we can also claim the Buyer Protection or seller success fee from the party at fault.

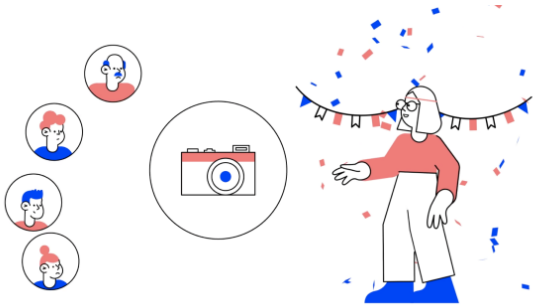
  We may, but are never obliged to, send a notice of default and/or a notice of cancellation on behalf of a user.

- **Right of withdrawal**

  The contract of sale is also cancelled if a buyer makes use of the right of withdrawal (see our EU & UK Consumer Rights Policy).

Summary: A contract of sale is between the buyer and seller. Both need to fulfil their obligations under the contract. If a party doesn't fulfil its obligations, the contract of sale might be terminated and the defaulting party will be liable for costs and damages.

Avoiding and resolving problems



Article 11: Open cases with other users

We work hard to make sure sales run smoothly, with both buyers and sellers satisfied. Most of the time this works well. But sometimes issues may come up, for example if the object isn't as described.

We are not a party to any agreements or disputes between users. This includes disputes over purchases, returns, payments, or transactions. You and the other user are solely responsible for resolving any issues between you. We may offer support, but we are not required to do so.

- **Finding a solution with the other user**

  A purchase on Catawiki is just like any other purchase between a buyer and a seller. That means you and the other user need to try to solve problems together first. You should do everything you reasonably can to make this work.

  To help you do this, we provide tools, like our internal messaging system (see Article 16) so you and the other user can reach a resolution. For example, you might jointly agree to a partial refund.

  If, after trying seriously, you really cannot reach a solution together, then Catawiki could decide to step in and help.

- **We may provide a solution if a case is opened**

  If we've opened a case and you and the other user can't agree on a solution, we'll use reasonable efforts to help resolve the case.This means we can decide on a fair solution, including fully or partially refunding the buyer or paying the seller. We are not obliged to intervene in every case and may decide not to provide a solution.

Users agree to retain and, if requested, provide documentation supporting the legality, authenticity, and provenance of any listed object. This may include invoices, certificates, permits, or ownership records relevant to the object. In case of a dispute or an open case, users must cooperate with Catawiki and provide timely and complete information as needed.

If you use our online marketplace, you agree that we can come up with solutions when a case is opened. You also agree to follow our instructions while the case is open, for example if we ask you to send photos or contact the shipping company.

If an object is not as described, we aim to resolve the issue fairly and proportionately. This usually means giving the seller the chance to repair, replace, or offer a partial refund before a cancellation is considered.

If you disagree with our solution, you can try to find a different solution with the other user involved. If that happens, we won't help with the solutions you discuss together. Also, we may still decide to continue with the solution we initially proposed. For example, we can decide to refund the buyer or pay the seller.

We'll always keep you informed about the solution and what's expected of you.

- **Contact us within 3 days after receipt**

  If you're a buyer and you have concerns about an object you've bought, let us know within 3 days of receiving the object. We'll then pause payment to the seller while a solution is discussed.

  Our payment processes are automated, so if you don't contact us within 3 days, the seller will be paid. This payment doesn't affect the rights of a buyer under the contract of sale. This means that if, for example, your object is not as described but the seller has already been paid, the seller should still provide a solution or refund.

- **Contacting us more than 3 days after receipt**

  If you don't contact us in time, we might still be able to resolve the case, but most of the time it will be more difficult to find a solution because the seller will have already been paid. If you contact us 1 month or later after receiving the object, we usually can't open a case and you will have to turn directly to the seller.

- **Limitations to our reasonable efforts to resolve open cases**

  Because we can only virtually assess objects, in finding a solution some aspects are outside of our control. For example, we can't verify with complete certainty whether an object is as the seller described. But we collect evidence, like detailed photos and info, to keep the process as fair as possible.

- **We may pay the seller or refund the buyer**

  During or after a case, we can decide to pay the seller or refund the buyer. We'll let you know if this happens.

  - Refunding the buyer after the seller is paid

    If the seller has been paid, but we determine the buyer is entitled to a refund, we may cancel the sale and refund the buyer and seek reimbursement (including the Buyer Protection fee, any penalties, and costs) from the seller.

    We could, for example, cancel a sale and refund the buyer if:

    - ➢ We confirm that the buyer never received the object.
    - ➢ We receive proof that the object is not authentic, not as described or damaged in a way that wasn't made clear in the object description and photos.
    - ➢ The seller won't or shows that they can't supply the object to the buyer.
    - ➢ The buyer uses the right of withdrawal.
    - ➢ Both buyer and seller mutually agree to cancel the sale.

- **We may ask you to reimburse us**

  If we decide to refund or pay another user on your behalf, you'll need to reimburse us for the refunded or paid amount.

- **We may take protective measures**

  You agree that during the case process, we may take protective measures to keep Catawiki safe and fair. These measures include:

  - Suspending, withholding, or reversing payments or refunds to you.
  - Temporarily or permanently suspending your account or blocking you from bidding, buying, or selling.

  We'll usually let you know when we take these protective measures.

- **Audits and cooperation**

  If we or a public authority need to verify something related to provenance, cultural property, export, or sanctions laws, we may ask you to share supporting information or documents. You must fully cooperate with these checks when reasonably required. If an object is seized by customs or law enforcement due to missing or incorrect information, the user who provided that information will be responsible for any consequences.

Summary: If you have an issue with another user, we'll use reasonable efforts to resolve this. You agree that we may take measures to resolve the case fairly.

Article 12: Disputes between you and us

If you're unhappy with our services or if you're in violation of our Terms, we'll try to find a solution. If we can't find a solution, you or we may seek resolution in or out of court.

- **For users and third parties**

  If you feel like we have not been able to reach a good outcome after you used our internal complaint resolution system, you can engage with a certified out-of-court dispute settlement body. Should we be required to participate, we will.

- **For professional sellers**

  If you're a professional seller, you and we can engage either the Centre for Effective Dispute Resolution (CEDR) or e-POM for any disputes that we're not able to resolve together.

- **Report complaints about us within 6 months**

  If you have any complaints about us, especially if you feel we aren't fulfilling our obligations, let us know in writing within 6 months of the issue occurring. If you report beyond this time, we'll qualify your complaint as lapsed and it can no longer be invoked against us.

- **We may offset claims**

  If you owe us money under these Terms, for example due to taxes, penalties, reimbursement costs or other claims, we may deduct that amount from any payments we owe you. This also applies if we are held responsible for costs because of your actions or because you did not follow these Terms or applicable laws. If the amount we owe you is not enough to cover what you owe us, you must pay us the remaining balance.

- **We may seek refund reimbursement from a buyer**

  If a buyer receives an incorrect refund, the buyer will need to reimburse us for the full refund amount (including any penalties and costs). We'll always let the buyer know if they need to reimburse us.

An incorrect refund includes:

  - Receiving a refund and a chargeback on their credit card.
  - Receiving a refund but refusing to ship the object back to the seller.
  - Receiving a refund, despite having received their object as described by the seller.

- **Limitation period**

  Any dispute against us, including but not limited to disputes for damages or relating to undue payment or the fulfilment of obligations, will lapse after a 12-month period after being reported.

  This 12-month period also applies if you've reported a dispute and we (or a third-party service provider) have asked you for more info or details, like bank account details to send you a payment. If you don't respond within 12 months, we'll qualify the dispute as lapsed. We'll send you reminders to respond before the 12 months are up.

- **Applicable law and jurisdiction**

  The Terms, your use of our online marketplace, and any disputes that arise from this are exclusively governed by Dutch law.

  Any disputes between you and us following from your use of our online marketplace or these Terms will be submitted to the competent court in Amsterdam. If you're a consumer and consumer law allows, you can submit to another court. You'll need to choose an alternative court within 1 month of notifying us about the dispute. If you don't do this within 1 month, the competent court in Amsterdam will have exclusive jurisdiction.

- **We may take protective measures**

  During the dispute process, we may take the protective measures explained in Article 13.

Summary: If you have an issue with our online marketplace or our services, we'll do what we can to resolve it. This includes finding a solution or seeking resolution in or out of court.

Article 13: Keeping our marketplace safe

If we notice irregular or suspicious situations that put the reliability or integrity of our platform or online auctions at risk, if we reasonably consider that there is abuse of the system, fraudulent activity or another reasonable reason or where a manifest error becomes apparent in case of a user dispute and/or if we're trying to resolve a case, or if a user violates our Terms, we may take certain measures. If this happens, you'll need to comply with any and all reasonable instructions and solutions we provide.

- **We may limit your participation**

  We may temporarily or permanently suspend your buying or selling capacity. We may also remove any special status linked to your account or terminate any agreement between you and us. Where possible, we'll let you know why.

- **We may limit access to your account**

  We may disable or deactivate your account at any time during the sale or limit your ability to access or update your account settings.

- **We may revoke or not accept a bid or use of the buy now option**

  We may reject any bid or use of the buy now option. We may also revoke previously accepted bids or uses of the buy now option. For example, if a user makes a mistake entering their bid or if there's a technical issue.

- **We may remove a bid or object or cancel an auction or sale**

  We may remove a bid, use of the buy now option, or an object from an active auction. We may also cancel an auction or sale, including if we suspect technical issues, Terms violations (such as shill bidding), or breaches of laws relating to sanctions, export controls or cultural property.

- **We may restart, pause or extend online auctions**

We may restart an auction, pause the end time, or extend an auction beyond its original end time, either for the entire auction or an object in the auction. For example, if we experience an outage or a technical problem.

- **We decide the outcome of an auction or sale**

  We use our bidding log to determine who placed the highest valid bid. If there is ever a difference between the bidding log and what is shown on screen or in messages, the bidding log takes priority.

  In some cases, we may cancel a sale or relist an object. This can happen if there has been a technical issue, an outage, or another error or irregularity during the auction. If that happens, we will inform affected bidders as soon as we reasonably can.

  If a bid is removed by mistake, or if a system or human error affects the result of an auction, we may correct the outcome. This could include reversing a sale and awarding the object to the correct highest bidder. In those cases, we will refund the affected buyer in full, including any Buyer Protection fee but we are not responsible for any additional costs or losses.

- **We may cancel a sale**

  If necessary, we may cancel a sale. This can happen if, for example:

    - We believe the object is counterfeit or stolen.
    - An unforeseeable situation means the contract of sale can't be fulfilled (called force majeure).

  You irrevocably agree that we have this (third party) right under the contract of sale and that this right can be invoked against you. You also grant us an irrevocable power of attorney to invoke this right.

  If a user is at fault, we still have the right to collect the Buyer Protection fee from the buyer and the seller success fee from the seller and any penalty invoked against the user in default.

  We'll always let you know that we're cancelling the sale and what's needed from you.

- **We guide the seller on what to do with an unsold object**

  If an object doesn't sell, we may re-list it for auction, offer it to the highest or second highest bidder, or sell it through buy now. We make this decision in consultation with the seller.

- **We may take protective measures**

  If you've violated our Terms, particularly if you haven't fulfilled your obligations under a contract of sale, we may suspend, withhold, or reverse payments or refunds to you.

  We may use these and other protective measures to keep Catawiki safe and fair from infringing, fraudulent, or otherwise inappropriate behaviour or to comply with any applicable laws. Examples of behaviours we may take protective measures against include repeatedly making false and unjust claims or refusing to ship objects you've sold on our online marketplace.

  We may remove listings, cancel transactions, or suspend accounts if we suspect a violation of the law or these Terms. This includes issues related to cultural property, sanctions, export controls, modern slavery, or human rights.

- **Cooperation with public authorities**

  Catawiki will notify and cooperate fully with competent public authorities where required, and expects the same from you, including providing accurate information and documentation when requested.

- **Termination for bankruptcy or insolvency**

  We may immediately suspend or terminate your access to our services if you file for bankruptcy, are declared insolvent, enter into liquidation proceedings, or make an assignment for the benefit of creditors. This applies whether such proceedings are voluntary or involuntary and whether you are an individual or a business.

- **Our decision is final**

  If any error relating to bidding or selling arises before, during or after the auction, our decision in exercising any of the rights at our disposal is final.

- **Behaviour expectations and misuse enforcement**

  We expect all users to follow our Community Guidelines, which explain what kind of behaviour is appropriate when using our online marketplace. To understand how we assess and respond to serious or repeated misuse, please see our Misuse Policy.

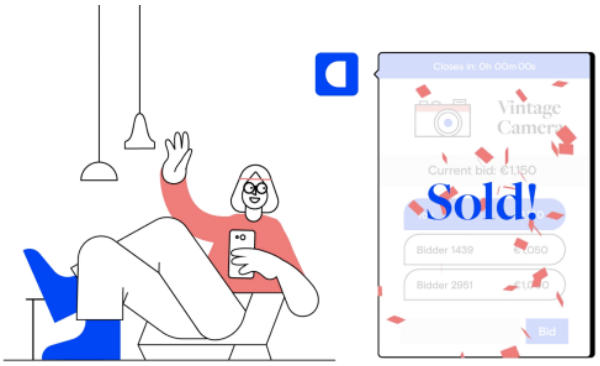
- **Penalty for violating our Terms**

  We can impose an immediate payable penalty of 15% of the purchase price of an object or €1,000, whichever is higher, for every individual violation of our Terms. For any violation of our Terms that is unrelated to a specific sale, this penalty will be €1,000.

  The penalty amount will increase by 10% for each payment deadline missed and for each subsequent violation.

Summary: If the integrity of our platform or an online auction is at risk or if there's a claim, we may take certain actions. The actions we take in these exceptional circumstances help keep Catawiki safe, fair, and enjoyable.

Practicalities



Article 14: The nature of an online marketplace

Running an online marketplace means availability, security, and functionality are different from an offline marketplace. Because of this, there are some situations we can't control or actions we need to take to keep Catawiki safe and fair.

- **Availability**

  We may make changes to our online marketplace at any time. For example, to:

  - Correct any errors or omissions in any portion of our online marketplace.
  - Test new features or make changes to existing features.
  - Make any changes to the functionality or content of our online marketplace.

  We may also pause or stop the operation of parts or all of our online marketplace. For example, if we need to do maintenance. We can't guarantee that our online marketplace or any of its features will be available at any particular time or in any particular location or for a particular user.

- **Security**

We have a dedicated security team who monitor our marketplace for threats and proactively work to keep it safe. However, we can't guarantee we won't experience a security breach, for example hacking attempts or viruses.

- **Functionality**

  We do our best to listen to your feedback and consistently improve. But we can't guarantee our online marketplace will be free from errors or that it will meet your expectations.

  We may apply controls or limits to how prices, including shipping costs, are presented or ordered on our online marketplace. This may include measures to protect buyer trust, ensure fair pricing or improve user experience.

  We may personalise how objects, content or recommendations are ranked or displayed on our online marketplace. This can depend on identifiers such as your account information when you're logged in, and for visitors who are not logged in, on device ID, location or browsing behaviour. We also use automated systems to help rank, recommend or personalise what you see. These systems may take into account factors like object quality, buyer interest and seller performance. We may also use information you share with us to deliver targeted marketing and tailor your experience.

  Read more about how ranking and search works.

- **Virtual review**

  Our experts virtually review and select objects to be sold on Catawiki. However, because the review process is virtual, we can't guarantee the existence, quality, safety, or legality of objects sold on our online marketplace, or that objects are as the seller has described them. This is the sole responsibility of our sellers.

  Minor signs of age, wear or manual craftsmanship are common in special objects and don't always mean the object was not as described.

- **Independent users**

  Users act independently on our online marketplace. This means we cannot guarantee the truth or accuracy of what users share. That includes sellers' listings, descriptions, or provenance documents, and buyers' feedback or messages.

  We also cannot guarantee that sellers will deliver objects, that buyers will pay for them, or that either party will complete a transaction or return.

  Each user is responsible for the content they upload or share. We are not responsible for the accuracy, legality, or authenticity of this content. We may remove it at any time without liability.

- **Your expectations**

  We can't guarantee that the results of using our online marketplace will meet your expectations. For example, we can't guarantee that your object will sell or will sell for a price that meets your expectations.

- **No liability**

  Except where the law requires otherwise, and apart from the exceptions listed below, we can't be held liable for any loss or damage related to your use of our marketplace, in the broadest sense, this also includes, but is not limited to, specific situations such as:

    - Actions that go against our Terms and unlawful use of our marketplace.

    - The provision of our services and our online marketplace, including but not limited to your use of our services.

    - False or inaccurate account info, not sharing any info or data we ask for.

    - Your bidding, buying, or selling of objects on our online marketplace.

- Your sending or returning of objects.
- The accuracy of our estimates, the event that objects are valued at or sold for more or less than the estimated amount.
- Any decrease in value, missed return on investment, or inability to resell an object. Objects sold on our online marketplace are not intended for investment or resale purposes. If you choose to buy with such intentions, you do so entirely at your own risk.
- Errors in object descriptions caused by (machine) translation.
- Any errors, omissions, or inconsistencies in content generated or translated using Artificial Intelligence (AI), including on object pages, object descriptions or other parts of our online marketplace.
- Any consequences of user-uploaded photos or videos, including the sharing of personal data, infringement of third-party rights, or inappropriate or misleading content.
- Any user material we might remove or change.
- The performance, conclusion, cancellation, or termination of the contract of sale, including the enforcement of our rights under the contract of sale.
- The condition or functioning of objects bought on Catawiki.
- Any reasonable measures we take to resolve cases or keep our marketplace safe and fair, including any solution provided to resolve a case (see Article 11 and Article 13).

- Errors in any of our published text. For example in our help centre or our Terms and policies.
- User material or communications that are incorrect, unlawful or infringe on the rights of third parties.
- Your use of the services of third-party service providers.
- Unavailability, technical problems, or other issues that limit your access to our marketplace.

- **Indemnification**

  If we are held liable for any act or omission, our liability is limited to direct damages only. Direct damages only refer to demonstrable financial loss and reasonable costs necessary to prevent, limit, or investigate damage. We are never liable for indirect, consequential, or special damages. These include but are not limited to loss of income, profit, revenue, data, anticipated savings, or goodwill.

  Our total liability is always capped at the amount of fees we charged you in the three months prior to the event, or five hundred euros, whichever is lower. This limitation of liability also applies to our management, directors, experts, and other employees, representatives, and legal successors.

  This limitation does not apply in cases of gross negligence, wilful misconduct, or damages resulting from injury to life, body, or health. We are not liable for outcomes if you rely on suggested or estimated reserve prices, object values, or shipping costs. You remain solely responsible for your pricing and shipping decisions.

- **Indemnification**

  If you breach these Terms or any referenced policies, a contract of sale, applicable law, or take any fraudulent or unlawful action, you agree to indemnify us and our affiliates, directors, employees, and representatives against any claims, losses, or costs that result. This includes claims from users, third parties, or public authorities, and covers any reasonable costs we incur to respond to or resolve such claims. It also covers issues such as regulatory fines, intellectual property disputes, fraud, or problems involving counterfeit, stolen, looted, or illegally exported objects linked to your use of our marketplace.

  This does not apply where the issue results from our own gross negligence or wilful misconduct, or where consumer protection law limits indemnity obligations.

- **Non-enforcement**

  Some processes, checks, or actions mentioned in these Terms may be applied selectively, modified or not applied at all. If we for any reason choose not to enforce any part of our agreements with you, it does not mean we waive those or other rights we have under our agreements.

Summary: We work hard to keep Catawiki secure and functioning well. But we can't make guarantees about or be liable for the functioning and availability of our online marketplace or the behaviour of our users.

Article 15: Amending our Terms

We may amend parts or all of our Terms, policies, guidelines, and help centre at any time by publishing the amended info on our online marketplace. If an amendment of the Terms significantly affects your rights or obligations, we'll email you or bring the changes to your attention when you use our online marketplace or impacted services.

- **Accepting the amended Terms**

  If you continue to use our online marketplace after the Terms have been amended or supplemented, you irrevocably accept the amended or supplemented Terms.

- **Rejecting the amended Terms**

  If you do not wish to accept the amended or supplemented Terms, you cannot continue using the online marketplace and we will have to delete your account.

- **Severability**

  If any parts of our Terms are void for any reason, you're still bound by the rest of the Terms. We'll aim to replace void parts of the Terms with the correct info as soon as possible. The updated parts of the Terms will have the same legal consequences as the void parts they're replacing.

- **Transferring rights to a third party**

  We may transfer rights and obligations that follow from these Terms to third parties. By accepting these Terms, you accept such transfer of rights.

Summary: From time to time, we'll update these Terms, our policies, guidelines, and help centre. If any changes to the Terms materially affect your use of our online marketplace, we'll let you know.

Article 16: Reviews and contact

- **Contacting other users**

  After you've bought or sold an object, you can use our internal messaging system to communicate directly with the other user. This system is a great way to arrange the delivery or pickup of an object, or for buyers to ask questions about the object.

- **You can leave reviews and respond to them**

  Feedback is very important. It helps buyers feel the same confidence as you when placing their bids or buying, and it helps sellers by showing them what they are doing well and what they can improve.

  After an object is bought and the seller has shipped it, the buyer can leave a review of their experience. The seller can then respond to this review.

  In some cases we will amend reviews if cases have since been resolved or there is an apparent mistake.

  Read more in our Review Policy.

- **Be respectful and follow the rules**

  You may not use the internal messaging system, the review system, or any other form of communication to:

  - Send unsolicited advertising or promotions, requests for donations, or spam.
  - Insult, harass, or discriminate against other users or our employees.
  - Enter into an agreement with a user outside of our online marketplace, with the aim of avoiding Buyer Protection and seller success fees.

  We expect you to always follow our User Communication & Anti-Harassment Policy when communicating with other users.

- **Contacting us**

  If you have questions about our online marketplace, our services, or our Terms, or if you are experiencing technical issues, our in-house support team is here to help. We aim to respond in a timely manner and, where possible, provide a useful answer or solution.

  You can reach our support team through the help centre.

  Public authorities can contact us through our dedicated channel at lawenforcement@catawiki.nl

Summary: If you've bought or sold an object, you can contact the other user for questions or to make arrangements. You can always contact us if you have any issues or feedback.