

Welcome to LABE!
LABE Marketplace Terms & Conditions V 1.0
Effective Date: 01 January 2026

WHICH PARTS OF THESE TERMS APPLY TO ME?

This agreement governs your use of LABE, a curated vintage clothing and accessories marketplace platform focusing on authentic vintage items from approximately the 1960s to early 2000s (Y2K, typically up to around 2005), accessible at [www.labe.co.uk] (**Platform**) and any goods or services made available through the Platform. By using the Platform, you agree to be bound by this agreement which forms a binding contractual agreement between you, the User, and us, **LABE TRADE LTD**, a company registered in England and Wales with company number 14895944 and registered address at 18 St. Cross Street, London, England, EC1N 8UN (**"Company"**, **"we"** or **"us"**).

The remainder of this agreement is divided into three parts:

- Part A (**All Users**), which sets out terms that apply to all Users;
- Part B (**Sellers**), which sets out additional terms that apply to **Sellers**, being Users who register for a Seller Account and/or offer to sell goods through the Platform (including Foundation Sellers and Verified Sellers, the criteria and requirements for which are set out in clause 6 below); and
- Part C (**Customers**), which sets out additional terms that apply to Customers (also referred to in these terms as Buyers), being Users who register for a Customer Account and/or offer to buy goods through the Platform.

If you intend to use the Platform as a Seller, only Parts A and B of these terms will apply to you.

If you intend to use the Platform as a Customer, only Parts A and C of these terms will apply to you.

When we talk about the **"Goods"** in this agreement, we are referring to authentic vintage clothing and accessories (typically from the 1960s to early 2000s, including the Y2K era up to approximately 2005) and related goods available through the Platform via Sellers.

Part A All Users

1 ELIGIBILITY

- (a) To use this Platform, you must be either:
 - (i) at least 18 years of age, have the legal capacity to enter into binding contracts, are resident in the United Kingdom, and are accessing the Platform for personal or business use; or
 - (ii) at least 18 years of age yourself, have the legal capacity to enter into binding contracts, and are accessing the Platform on behalf of and supervising someone under the age of 18 years who is resident in the United Kingdom, and you consent to and take full responsibility for that person's use of the Platform.
- (b) You must not access the Platform if you are under the age of 18 years without your parent or guardian's consent and supervision, if you are not resident in the United Kingdom, or if you have previously been suspended or prohibited from using the Platform.
- (c) If you are signing up not as an individual but on behalf of your company, your employer, an organisation, government or other legal entity (**Represented Entity**), then "you" and "User" means the Represented Entity and you are binding the Represented Entity to this agreement. You represent and warrant that you have the necessary authority from that Represented Entity to bind it to this agreement and to use the Platform on its behalf.

2 ACCOUNTS

- (a) In order to use most of the functionality of the Platform, all Users are required to sign-up, register and receive an account through the Platform (an **Account**).
- (b) As part of the Account registration process and as part of your continued use of the Platform, you are required to provide personal information and details, such as your email address, first and last name, preferred username, a secure password, billing, postal and physical addresses in the United Kingdom, mobile phone number, and other information (including any requested verification information) as determined by the Company from time to time. Sellers must also provide bank account information to enable payouts via Stripe or such other payment processor as we may designate.
- (c) You warrant that any information you give to the Company in the course of completing the Account registration process will always be accurate, honest, correct and up-to-date.
- (d) All correspondence between Users must take place through the Platform's messaging system, except as expressly permitted in this clause. You agree to ensure that your Account does not display any of your personal contact information (including but not limited to phone numbers, email addresses, social media handles, or physical addresses) at any time such that it can be viewed by any other User, except that Sellers may display a valid contact email address on their seller profile solely for the purpose of receiving transactional notices related to orders, returns, refunds, and dispute communications. You must not give your contact details to any other User or use contact details obtained through the Platform to arrange or complete purchases, sales, or other transactions outside the Platform, whether to avoid Platform fees, policies or protections or for any other purpose. However, limited off-platform contact is permitted where reasonably necessary for delivery logistics (such as courier delivery updates, address clarification, or delivery instructions) or to resolve post-purchase issues relating to returns or refunds in accordance with the Seller's published policies, provided that such communication does not facilitate or constitute an attempt to circumvent Platform fees or policies. Any circumvention of Platform fees or policies, or use of contact information to arrange off-platform trading, constitutes a material breach of this agreement and may result in immediate account suspension or termination, and you will remain liable for all applicable fees that would have been payable had the transaction been completed through the Platform.
- (e) Once you complete the Account registration process, the Company may, in its absolute discretion, choose to accept you as a registered user within the Platform and provide you with an Account.

- (f) The Company reserves the right to contact you about any concerning behaviour by you, or to seek a resolution with you.
- (g) The Company may, in its discretion, suspend or cancel your Account:
 - (i) for any material breach of this agreement, including (without limitation) any failure to comply with this agreement;
 - (ii) where necessary for safety, compliance, fraud prevention, or to protect the integrity or reputation of the Platform; or
 - (iii) where we reasonably believe such action is necessary to protect the Company's interests.

Where reasonably practicable, we will provide you with notice and an opportunity to remedy any breach before termination, except in cases of serious misconduct, fraud, safety concerns, or legal requirements. Seller's accounts that remain inactive (with no login activity or transactions) for a continuous period of six (6) months may be suspended or closed, subject to at least thirty (30) days' prior written notice sent to the registered email address. You will have the opportunity to reactivate your Account during the notice period by logging in or contacting us.

3 USER OBLIGATIONS

As a User, you agree:

- (a) not to intimidate, harass, impersonate, stalk, threaten, bully or endanger any other User or distribute unsolicited commercial content, junk mail, spam, bulk content or harassment;
- (b) to not share your Account with any other person and that any use of your Account by any other person is strictly prohibited. You must immediately notify the Company of any unauthorised use of your Account, password or email, or any other breach or potential breach of the Platform's security;
- (c) to not use the Platform for any purpose other than for the purpose of making arrangements to provide or receive Goods, including:
 - (i) you must not use the Platform in a manner that is illegal or fraudulent or facilitates illegal or fraudulent activity (including requesting or accepting a job or a sale which includes illegal, counterfeit, unsafe or prohibited goods, activities or purposes); and
 - (ii) you must not use the Platform in connection with any commercial, money-making, promotional or marketing endeavours except those that are expressly endorsed in this agreement or as approved in advance in writing by the Company, and you must not arrange, attempt to arrange, or complete purchases, sales or other transactions with any other User outside the Platform for any purpose whatsoever, including (without limitation) to avoid Platform fees, policies or protections;
- (d) not to act in any way that may harm the reputation of the Company or associated or interested parties or do anything at all contrary to the interests of the Company or the Platform, including by listing non-vintage, counterfeit or unsafe Goods;
- (e) you must not make any automated use of the Platform and you must not copy, reproduce, translate, adapt, vary or modify the Platform without the express written consent of the Company;
- (f) that the Company may change features of the Platform or Goods offered through the Platform with reasonable notice to you (including introducing or withdrawing features, or changing Seller programmes and badges). The Company's fees and commission rates are set out in a separate Fees and Commission Policy, available at [www.labe.co.uk] which may be updated from time to time. Any changes to fees or commission structures will be notified to Users with at least thirty (30) days' prior written notice. Material changes to these terms and conditions will require your acceptance, and continued use of the Platform after the notice period will constitute acceptance of such changes.
- (g) that information given to you through the Platform, by the Company or another User including a Seller, is general in nature and provided for informational purposes only. While we take reasonable care in providing information, we do not guarantee its accuracy or

completeness, and you should not rely solely on such information for significant decisions. The Company may use manual reviews, third-party verification tools, artificial intelligence (AI) platforms, machine learning systems, or other automated systems to assist in checking listings for authenticity, quality, fraud prevention and compliance with platform standards. These tools and processes are used to support our curation and compliance processes but any curation, checks, verification badges (including Verified Seller or Foundation Seller badges) or other designations applied by the Company are support mechanisms only and do not amount to a guarantee, warranty or endorsement of authenticity, quality, fitness for purpose, or suitability. Users should conduct their own due diligence before entering into any transaction. The Company will use reasonable skill and care when operating these verification systems but does not warrant that they will detect all non-compliant, inauthentic, counterfeit or unsafe items. Each Seller is solely responsible for the accuracy of their own product descriptions, shipping policies, and returns and refunds policies as displayed on their seller profile.

- (h) that the Company may cancel your account at any time, including if it considers, in its absolute discretion, that you are in breach or are likely to breach this clause 3 or any other material obligation in this agreement; and
- (i) that you will be required to use a third-party payment platform in making or receiving any payments via the Platform (**Third Party Payment Platform**). The current Third-Party Payment Platform is Stripe. You warrant that you have read, understood and agree to be bound by Stripe's terms (currently available at <https://stripe.com/gb/legal>) and privacy policy, and any other third-party payment portals or methods we may enable from time to time, as made available on their respective websites.

4 POSTED MATERIALS

4.1 WARRANTIES

By providing or posting any information, materials or other content on the Platform (**Posted Material**), you represent and warrant that:

- (a) you are authorised to provide the Posted Material (including by being authorised to provide any services that you represent you provide);
- (b) the Posted Material is accurate and true at the time it is provided;
- (c) any Posted Material which is in the form of a review or feedback is honest, accurate and presents a fair view of the relevant person and/or your experience;
- (d) the Posted Material is free from any harmful, discriminatory, defamatory or maliciously false implications and does not contain any offensive or explicit material;
- (e) the Posted Material is not "passing off" of any product or service and does not constitute unfair competition;
- (f) the Posted Material does not infringe any Intellectual Property Rights, including copyright, trademarks, business names, patents, confidential information or any other similar proprietary rights, whether registered or unregistered, anywhere in the world;
- (g) the Posted Material does not contain any viruses or other harmful code, or otherwise compromise the security or integrity of the Platform or any network or system; and
- (h) the Posted Material does not breach or infringe any applicable laws.

4.2 LICENCE

- (a) You grant to the Company a non-exclusive, transferable, worldwide and royalty-free licence (including the right to sublicense) to use, copy, modify, reproduce and adapt any Intellectual Property Rights in any Posted Material for the purposes of operating, promoting, and improving the Platform and providing services to Users. This licence will continue for the duration of your use of the Platform and for a reasonable period thereafter as necessary to fulfil orders, process returns and refunds in accordance with Seller policies, and resolve disputes, after which the Company will cease active use of your Posted Material, except where such material has been incorporated into derivative works or where continued use is necessary for legal or regulatory compliance.

- (b) If it is determined that you retain moral rights (including rights of attribution or integrity) in any Posted Material, you forever release the Company from any and all claims that you could assert against the Company by virtue of any such moral rights.
- (c) You indemnify the Company against all damages, losses, costs and expenses incurred by the Company arising out of any third-party claim that your Posted Material infringes any third party's Intellectual Property Rights.

4.3 REMOVAL

- (a) the Company acts as a passive conduit for the online distribution of Posted Material and has no obligation to screen Posted Material in advance of it being posted. However, the Company may, in its absolute discretion, review and remove any Posted Material (including links to you, your profile or listings you have posted on the Platform) at any time without giving any explanation or justification for removing the Posted Material.
- (b) You agree that you are responsible for keeping and maintaining records of Posted Material.

5 SERVICE LIMITATIONS

To the maximum extent permitted by law, the Company will have no liability or obligation to you if:

- (a) a Customer or Seller cancels at any time after an order for Goods has been placed via the Platform; or
 - (b) for whatever reason, including technical faults, payment processor issues, shipping or carrier issues, or actions or omissions of a User, the Goods cannot be provided,
- and you will not be entitled to any compensation from the Company. Nothing in this clause affects any rights you may have directly against another User (including under applicable UK consumer law) or limits a Seller's obligations under their own returns and refunds policy.

6 IDENTITY VERIFICATION

- (a) **(Verification)** We may offer or require Users to verify their details, using our processes, artificial intelligence (AI) platforms, automated verification tools, or an external identity verification service as applicable (**Verification Service**). Verification may result in the award of non-transferable badges or designations (such as "Verified Seller" or "Foundation Seller" status). "Verified Seller" badges are awarded at the Company's discretion based on objective criteria such as good reviews, timely dispatch, high customer satisfaction, compliance with Platform policies, sales volume, ratings, response times, and other measurable performance indicators as published on the Platform. "Foundation Seller" badges are awarded to the first 20 Sellers who join the Platform prior to public launch. All badges are based on objective criteria applied fairly and proportionately, and may be subject to ongoing compliance requirements. Badges do not constitute an endorsement, guarantee or warranty by the Company and may be revoked at any time where the applicable criteria are no longer met or where the User breaches this agreement. The specific criteria for earning each badge type will be published on the Platform.
- (b) **(Your personal information and privacy)** We will collect your personal information in accordance with our Privacy Policy as set out in clause 16. Where a Verification Service is used, you acknowledge and agree that:
 - (i) we may contact and share your personal information with a Verification Service to verify your details; and
 - (ii) you consent to us receiving, sharing and using this information to enable us to carry out Verification Services.
- (c) **(Fees)** We may charge fees for Verification Services, as set out on the Platform.
- (d) **(Warranty and Indemnity)** You acknowledge and agree that:
 - (i) we are reliant on the information provided by the Verification Service to verify your identity and to the extent permitted by law, we disclaim all warranties that the Verification Services will be accurate or guarantee that Verification Services will ensure you contract with a suitable User;

- (ii) you should make your own enquiries as to other Users' identities before engaging in contracts with those Users; and
- (iii) we do not endorse any User, Listing or Verification Service.

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RATINGS AND REVIEWS

- (a) Customers may rate a Listing, and Sellers may rate a Customer (each a '**Rating**') and Users may provide feedback to other Users regarding the relevant Goods or experience with that User (**Review**).
- (b) Ratings and Reviews may be able to be viewed by other Users and these may remain viewable until the relevant Account and/or Listing is removed or terminated.
- (c) Users must provide true, fair and accurate information in their Reviews.
- (d) If we consider that a Review is untrue, unfair, inaccurate, offensive or inappropriate, we may delete the Review or ban the relevant User from posting the Review, or future Reviews. We do not undertake to review each Review made by a User.
- (e) To the maximum extent permitted by law, we are not responsible for the content of any Reviews.
- (f) You must not publish Reviews for Users to which you have personal or professional relations.
- (g) Users can only write a Review about another User if they have had a buying or selling experience with that User, which means that:
 - (i) they have purchased a product from that Seller;
 - (ii) they have sold a product to that Customer;
 - (iii) you have placed an order with the Seller;
 - (iv) you have had an order placed with you by the Customer; or
 - (v) you can otherwise document that you had a buying or selling experience with that User, including via correspondence or other interaction with the User, (collectively referred to as a **Service Experience**).
- (h) You must only write about your own Service Experience. You are not permitted to write a Review about somebody else's Service Experience, such as that of a family member or friend.
- (i) You must not write a review about a Seller you have previously owned, currently own, or which an immediate family member currently owns, or if you are an executive or employee of that Seller, or work for the Seller. Similarly, you must not write a Review about a direct competitor to the Seller you own, are employed by or work for.
- (j) Your Service Experience must have occurred within the last 12 months. This means within 12 months from the date on which you write the Review.
- (k) You are encouraged to be specific and factual in your Reviews. If you have been offered an incentive by a User to write a Review, you should include information about this in your Review. Incentives include the User offering you a gift, reward, discount or advantage for writing a Review about the User on the Platform.

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PLATFORM AVAILABILITY AND LIMITATIONS

While we make every effort to ensure that the information on the Platform is as up-to-date and accurate as possible, you acknowledge and agree that from time to time, you may encounter the following issues:

- (a) the Platform may have errors or defects (or both, as the case may be);
- (b) the Platform may not be accessible at times;
- (c) messages sent through the Platform may not be delivered promptly, or delivered at all;
- (d) information you receive or supply through the Platform may not be secure or confidential; and
- (e) any information provided through the Platform may not be accurate or true.

9 INTELLECTUAL PROPERTY

- (a) The Company retains ownership of all materials developed or provided (or both, as the case may be) in connection with the Platform (including text, graphics, logos, design, icons, images, sound and video recordings, pricing, downloads and software) (**Platform Content**) and reserves all rights in any Intellectual Property Rights owned or licensed by it not expressly granted to you.
- (b) You may make a temporary electronic copy of all or part of the Platform Content for the sole purpose of viewing it. You must not otherwise reproduce, transmit, adapt, distribute, sell, modify or publish the Platform Content without prior written consent from the Company or as permitted by law.
- (c) In this agreement, “**Intellectual Property Rights**” means all copyright, trade mark, design, patent, semiconductor and circuit layout rights, trade, business, company and domain names, confidential and other proprietary rights, and any other rights to registration of such rights whether created before or after the date of this agreement both in the United Kingdom and throughout the world.

10 THIRD PARTY CONTENT

The Platform may contain text, images, data and other content provided by a third party and displayed on the Platform (**Third Party Content**). The Company accepts no responsibility for Third Party Content and makes no representation, warranty or guarantee about the quality, suitability, accuracy, reliability, currency or completeness of Third Party Content.

11 THIRD PARTY TERMS

- (a) If we need to acquire goods or services supplied by a third party, you may be subject to the terms and conditions of that third party (**Third Party Terms**).
- (b) Provided that we have notified you of such Third Party Terms and provided you with reasonable access to a copy of those terms (for example, a link on our Platform or otherwise set out in these terms), you agree to be bound by any Third Party Terms applicable to any goods or services supplied by a third party that we use to provide you with the Platform or any services related to the Platform. We will not be liable for any loss or damage suffered by you in connection with such Third Party Terms, except where such loss or damage arises from our failure to notify you of the Third Party Terms, our negligence in selecting the third party provider, or to the extent that liability cannot be excluded under applicable UK consumer protection legislation.
- (c) You have the right to reject any Third Party Terms. If you reject the Third Party Terms, we cannot provide you with the services associated with the Platform and you can stop using the Platform.

12 DISPUTES BETWEEN USERS

- (a) You should direct any complaint relating to another User to that User. Users must take all reasonable steps to resolve any dispute with another User with that User.
- (b) Subject to clause 12(c), any costs you incur in relation to a complaint or dispute will be your responsibility.
- (c) The Company has the option (but not the obligation) to appoint an independent mediator or arbitrator to assist in resolving disputes between Users. The cost of any mediator or arbitrator appointed by the Company must be shared equally between the parties to the dispute, unless the mediator or arbitrator determines that one party acted unreasonably in the dispute, in which case the mediator or arbitrator may allocate costs differently. If either party unilaterally appoints a mediator or arbitrator without the Company's involvement or agreement from the other party, that party shall bear the full cost.
- (d) If you have a dispute with the Company, you agree to notify the Company in writing and attempt in good faith to resolve the dispute through discussion for a minimum of 30 days before pursuing any other legal proceedings, including mediation or arbitration. If the dispute is not resolved through discussion within 30 days, either party may pursue

mediation, arbitration, or court proceedings. This requirement does not prevent you from: (i) seeking urgent interim or injunctive relief from a court where necessary to prevent irreparable harm or preserve the status quo pending resolution of the dispute; or (ii) exercising any statutory rights you may have under UK consumer protection legislation, including the right to pursue a claim in the courts or through alternative dispute resolution without any mandatory pre-action period where such a requirement would be inconsistent with your statutory rights.

- (e) Notwithstanding any other provision of this clause 12, you or the Company may at any time terminate your Account or discontinue your use of the Platform, subject to clause 17 and any ongoing obligations under this agreement.

13 SECURITY

To the maximum extent permitted by law, the Company does not accept responsibility for loss or damage to computer systems, mobile phones or other electronic devices arising in connection with your use of the Platform, except where such loss or damage is directly caused by the Company's negligence, wilful misconduct, breach of statutory duty, or material breach of contract.

14 DISCLAIMER

- (a) **(Introduction service)** The Company is a marketplace and introduction service that facilitates the introduction of Customers (Buyers) and Sellers for the purposes of buying and selling vintage clothing, accessories and related Goods. The Company provides and operates the Platform, curated onboarding and approval of Sellers, listing and account management tools, and payment processing and dispute-handling infrastructure. The Company does not buy, own or sell Goods, does not act as a Seller or Buyer, and is not a party to any contract between Customers and Sellers in relation to such Goods or otherwise resulting from the introduction. The Company may use manual reviews, automated tools, AI systems, and/or third-party services to assist with authenticity verification, fraud prevention, compliance monitoring, and quality control. These tools are support mechanisms only and do not constitute a guarantee of authenticity, quality, or compliance.
- (b) **(Limitation of Liability)** To the maximum extent permitted by law and subject to clauses 14(c), 14(e) and 14(f), the total aggregate liability of the Company in respect of loss or damage sustained by you in connection with this agreement is limited to the greater of (i) £100 or (ii) the total amount of fees paid by you to the Company (excluding amounts paid for Goods) in the six (6) months preceding the date of the event giving rise to the relevant liability. Your liability to the Company is not subject to this cap except as expressly provided in clause 14(c).
- (c) Clause 14(b) does not apply to your liability in respect of loss or damage sustained by the Company arising from your breach of:
 - (i) clause 15 (Confidentiality);
 - (ii) any obligation to indemnify the Company under this agreement; or
 - (iii) any breach of clause 2 (Listings) in Part B relating to infringement of third party intellectual property rights where you knew or ought reasonably to have known of the infringement, or any fraud or criminal conduct by you in connection with this agreement or your use of the Platform.
- (d) **(Disclaimer)** To the maximum extent permitted by applicable law, all express or implied representations and warranties not expressly stated in this agreement are excluded.
- (e) **(Consumer Law)** Nothing in this agreement excludes, restricts or modifies any consumer guarantee, right or remedy conferred on you by applicable UK consumer protection legislation, including the Consumer Rights Act 2015, which cannot be excluded, restricted or modified by agreement. Under UK consumer law, you have mandatory statutory rights including the right to certain remedies (such as refund, replacement or repair) if there is a failure with the goods or services provided. These rights are in addition to any other rights you may have under this agreement.

- (f) **(Consequential Loss)** To the maximum extent permitted by law and subject to clause 14(e), neither party will be liable for any incidental, special or consequential loss or damages, or damages for loss of data, business or business opportunity, goodwill, anticipated savings, profits or revenue in connection with this agreement or any goods or services provided by the Company, except:
- (i) in relation to a party's liability for fraud, personal injury, death or loss or damage to tangible property; or
 - (ii) to the extent this liability cannot be excluded under applicable UK consumer protection legislation.

15 **CONFIDENTIALITY**

You agree that:

- (a) you must keep confidential and not disclose to any third party any Confidential Information of the Company, including (without limitation) system operations, technical documentation, business plans, marketing strategies, staff information, customer information, pricing information, and any other non-public information relating to the Company's business, except: (i) where required by law, court order, or regulatory authority; (ii) where the information is already in the public domain through no fault of yours; (iii) where you have received prior written consent from the Company; (iv) to your professional advisors under equivalent obligations of confidentiality; or (v) where disclosure is necessary to exercise or defend your legal rights under this agreement or applicable law; and
- (b) all communications involving the details of other Users on this Platform are confidential, and must be kept as such by you and must not be distributed or disclosed to any third party, except: (i) where required by law or court order; (ii) where you have received prior written consent from the relevant User and the Company; (iii) to your professional advisors under equivalent obligations of confidentiality; (iv) where necessary to enforce your rights under a transaction conducted via the Platform; or (v) where disclosure is necessary to report suspected fraud, illegal activity, or violations of this agreement to appropriate authorities or the Company.

16 **PRIVACY**

You agree to be bound by the clauses outlined in the Company's Privacy Policy, which can be accessed here [www.labe.co.uk].

17 **TERMINATION**

- (a) Either the Company or the User may terminate the User's account at any time (including any listings, memberships or Accounts) for any reason, provided that: (i) the Company will provide the User with at least 30 days' written notice of termination unless the termination is due to: (A) material breach of this agreement by the User that remains uncured after 7 days' written notice (except for breaches that cannot be cured); (B) fraudulent or illegal activity; (C) conduct that poses an immediate risk to other users or the integrity of the Platform; (D) legal or regulatory requirements; or (E) in the case of Seller Accounts only, account inactivity for a continuous period of six (6) months or more, provided that the Company has given at least 30 days' prior written notice of the proposed closure and the User has not reactivated the account within that period. Buyer Accounts will not be subject to closure for inactivity and may remain open indefinitely without activity, unless the Buyer requests closure or the Company terminates for reasons (A) through (D) above; and (ii) the User may terminate immediately upon written notice to the Company, subject to completing any pending transactions and complying with clause 17(d).
- (b) If a User wants to terminate their account (and/or any other membership they hold in connection with the Platform), they can do so by using the Platform's functionality where available. Where such functionality is not available, the Company will effect such termination within a reasonable time after receiving written notice from the User.
- (c) In the event that a User's Account is terminated:

- (i) the User's access to all posting tools on the Platform will be revoked;
 - (ii) the User will be unable to view the details of all other Users (including contact details, geographic details, any other personal details and service listings or requests); and
 - (iii) the User may be unable to view the details of other Sellers (including contact details, geographic details and any other details), and all Listings previously posted by the respective User will also be removed from the Platform.
- (d) Notwithstanding termination or expiry of your Account, this agreement, or any other membership you hold in connection with the Platform, the provisions of Part A and any other provision in this agreement which by its nature would reasonably be expected to be complied with after termination or expiry, will continue to apply.

18 TAX

You are responsible for the collection and remission of all taxes associated with the services you provide or receive or any transactions through your use of the Platform, and the Company will not be held accountable in relation to any transactions between Customers and Sellers where tax related misconduct has occurred.

19 RECORD / AUDIT

To the extent permitted by law, the Company reserves the right to keep all records of any and all transactions and communications made through the Platform between you and other Users (including conversations, user posts, Listing responses, comments, feedback, cookies, and IP address information) for administration, compliance, fraud prevention, and dispute resolution purposes, and to produce these records in the event of any legal dispute involving the Company or as required by law or regulatory authority. All such records will be retained and processed in accordance with the Company's Privacy Policy and applicable data protection legislation.

20 NOTICES

A notice or other communication to a party under this agreement must be:

- (a) in writing and in English; and
- (b) delivered via email to the other party, to the email address specified in this agreement, or if no email address is specified in this agreement, then the email address most regularly used by the parties to correspond for the purposes of the subject matter of this agreement as at the date of this agreement (**Email Address**). The parties may update their Email Address by notice to the other party.
- (c) Unless the party sending the notice knows or reasonably ought to suspect that an email was not delivered to the other party's Email Address, notice will be taken to be given:
 - (i) 24 hours after the email was sent, unless that falls on a Saturday, Sunday or a public holiday in England and Wales, in which case the notice will be taken to be given on the next occurring business day in England and Wales; or
 - (ii) when replied to by the other party, whichever is earlier.

21 GENERAL

21.1 GOVERNING LAW AND JURISDICTION

This agreement is governed by the law of England and Wales. Each party irrevocably submits to the exclusive jurisdiction of the courts of England and Wales and courts of appeal from them in respect of any proceedings arising out of or in connection with this agreement. Each party irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.

- 21.2 **WAIVER**
No party to this agreement may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.
- 21.3 **SEVERANCE**
Any term of this agreement which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity and enforceability of the remainder of this agreement is not limited or otherwise affected.
- 21.4 **JOINT AND SEVERAL LIABILITY**
An obligation or a liability assumed by, or a right conferred on, two or more persons binds or benefits them jointly and severally.
- 21.5 **ASSIGNMENT**
A party cannot assign, novate or otherwise transfer any of its rights or obligations under this agreement without the prior written consent of the other party.
- 21.6 **COSTS**
Except as otherwise provided in this agreement, each party must pay its own costs and expenses in connection with negotiating, preparing, executing and performing this agreement.
- 21.7 **ENTIRE AGREEMENT**
This agreement embodies the entire agreement between the parties and supersedes any prior negotiation, conduct, arrangement, understanding or agreement, express or implied, in relation to the subject matter of this agreement.
- 21.8 **INTERPRETATION**
- (a) **(singular and plural)** words in the singular includes the plural (and vice versa);
 - (b) **(gender)** words indicating a gender includes the corresponding words of any other gender;
 - (c) **(defined terms)** if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
 - (d) **(person)** a reference to “person” or “you” includes an individual, the estate of an individual, a corporation, an authority, an association, consortium or joint venture (whether incorporated or unincorporated), a partnership, a trust and any other entity;
 - (e) **(party)** a reference to a party includes that party’s executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;
 - (f) **(this agreement)** a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure is a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure to or of this agreement, and a reference to this agreement includes all schedules, exhibits, attachments and annexures to it;
 - (g) **(document)** a reference to a document (including this agreement) is to that document as varied, novated, ratified or replaced from time to time;
 - (h) **(headings)** headings and words in bold type are for convenience only and do not affect interpretation;
 - (i) **(includes)** the word “includes” and similar words in any form is not a word of limitation;
 - (j) **(adverse interpretation)** no provision of this agreement will be interpreted adversely to a party because that party was responsible for the preparation of this agreement or that provision; and
 - (k) **(currency)** a reference to ‘£’ or ‘GBP’ is to pounds sterling, unless otherwise agreed in writing.

Part B Sellers

1 ELIGIBILITY

To be a Seller on the Platform you must be at least 18 years old, have the legal capacity to enter into binding contracts, and be based in the United Kingdom. By listing Goods as a Seller, you represent and warrant that you meet these requirements.

2 LISTINGS

You acknowledge and agree that:

- (a) you must use your best endeavours to provide as much information as possible in any listing you upload to offer to provide Goods via the Platform (**Listing**), including accurate descriptions, measurements, condition, fabric (where known), era (where reasonably ascertainable), price in GBP and clear, original photographs of the actual item. You must only use original photographs taken by you of the actual item being sold. You must not use AI-generated images, stock photos, images taken from other websites or sources, or any images that do not accurately represent the actual item being offered for sale. You represent and warrant that each Listing complies with all applicable laws and does not infringe any third party intellectual property rights;
- (b) the Company may choose not to accept any Listing you submit to the Platform, may remove, hide or edit any Listing at any time, and may limit the number or type of Listings you can submit on the Platform, including where a Listing is misleading, unsafe, non-vintage or otherwise unsuitable;
- (c) for each Listing you submit on the Platform, if a Customer agrees to purchase Goods via that Listing, the Company will charge you a commission and/or other fees (together, Seller Fees) on that transaction, as set out in the Fee Policy available at [www.labe.co.uk] and updated from time to time;
- (d) for any Goods, you must only charge each Customer the price (including any applicable shipping charges and taxes) you have quoted as being payable by a Customer in the relevant Listing for the Good(s) described in that Listing (Listing Price), and you must not seek to recover any Seller Fees or other Platform-related charges from the Customer (whether on-platform or off-platform);
- (e) the Listing Price will be paid by the Customer to or via the Third Party Payment Platform in GBP, and the Company will instruct the Third Party Payment Platform to pay you the Listing Price less any applicable Seller Fees and other permitted deductions, to your nominated payout account, subject to the payment, holding period and dispute provisions of this agreement and the policies published on the Platform;
- (f) delivery of Goods to Customers is the responsibility of the Seller;
- (g) you may charge for delivery of Goods to the Customer as part of a Listing, such amount to form part of the Listing Price, however the amount charged for delivery must be reasonable, reflect the actual or reasonably anticipated costs of UK shipping and packaging, and be clearly disclosed in the Listing;
- (h) you must use a tracked shipping service for all orders sold via the Platform. You may choose your own courier and shipping method, provided that the service includes valid end-to-end tracking. Acceptable delivery options may include standard tracked delivery, express tracked delivery, or free tracked delivery where shipping costs are absorbed by the Seller. You must provide accurate and complete tracking information to the Company and the Customer as required.
- (i) you must take all reasonable steps to provide the Goods as described in every Listing that is accepted by a Customer, including by not cancelling any part of an accepted Listing;
- (j) you must deal with any dispute with a Customer in accordance with clause 12 of Part A and any applicable Returns & Disputes Policy published on the Platform;
- (k) the Company reserves the right to allocate or instruct the allocation of funds payable in relation to a transaction between a Customer and a Seller in accordance with:
 - (i) any other agreement between that Customer and Seller, as notified to the Company in writing; or

- (ii) the Company's right to disperse funds as it sees fit in circumstances of a dispute (clause 12 of Part A) and any applicable dispute or returns policies;
- (l) any additional terms and conditions relating to a Listing or quote provided via the Platform are solely between you and the Customer and do not involve the Company in any way, except that they must not be inconsistent with either party's obligations under this agreement; and
- (m) the Company will have no responsibility for the accuracy, reliability or timeliness of the content provided by a Customer responding to a Listing, and the Seller must take steps to independently verify the accuracy and reliability of such content.

3 FEES

3.1 FOUNDATION SELLERS

- (a) Foundation Sellers are Sellers who are among the first 20 Sellers to join LABE prior to the public launch date. Foundation Sellers receive:
 - (i) a permanent "Foundation Seller" badge displayed on their shop profile;
 - (ii) 0% commission for the first two (2) months following the public launch date of the Platform;
 - (iii) thereafter, the standard commission rate as detailed in the Fee Schedule (available at [www.labe.co.uk]) will apply. The Company will absorb standard UK-issued debit and credit card Third Party Payment Platform (currently Stripe) processing fees for twelve (12) months from the Platform launch date. Any continuation of this benefit beyond that period is at the Company's sole discretion. Any payment processing fees incurred from the use of higher-fee cards (including AMEX and international cards) and/or alternative payment methods are excluded from this benefit; and
 - (iv) eligibility for consideration for promotional opportunities, at the Company's sole discretion and subject to availability.
- (b) Foundation Seller status and badges are non-transferable and do not constitute an endorsement, guarantee, or warranty by the Company as to the quality, authenticity, or reliability of any Seller or their Goods. Foundation Seller status is awarded based on objective criteria applied fairly and may be revoked at any time where the criteria are no longer met, or where the Seller breaches this agreement. If a Foundation Seller closes their account or is removed from the Platform, the Foundation Seller status and badge are immediately revoked and must not be used, displayed or represented in any form thereafter. In that case, the Foundation Seller status permanently lapses and will not automatically continue or be reinstated if the Seller later rejoins the Platform.

3.2 NON - FOUNDATION SELLERS

- (a) Non-Foundation Sellers (being Sellers who join the Platform after the public launch date) are subject to the standard commission rates and fees as set out in the Fee Policy (available at [www.labe.co.uk]) from the date they commence selling on the Platform.

3.3 GENERAL FEES

- (a) Viewing the Platform and posting a Listing is currently free.
- (b) Once a Customer accepts a Listing on the Platform, the Customer will be prompted to pay the Listing Price (including any applicable shipping charges and taxes as disclosed at checkout) via the Third Party Payment Platform in GBP.
- (c) After the Third Party Payment Platform receives payment from the Customer and subject to the holding period and dispute provisions described in this agreement and any applicable Fee Policy or Returns & Disputes Policy, the Company will instruct the Third Party Payment Platform to release the funds due to the Seller (being the Listing Price less Seller Fees and any other permitted deductions) to the Seller's nominated payout account in GBP.

- (d) The Seller Fees will be the commission and any other fees applicable to your account and transaction type, as set out in the Fee Policy published on the Platform and updated by the Company from time to time, which can be accessed at [www.labe.co.uk]. Seller Fees are calculated and applied in accordance with the Fee Policy. Where promotional commission rates are offered to Sellers, such rates will require the Seller's express agreement and will be subject to the terms specified in the promotional offer and will not create any ongoing entitlement or expectation of continued preferential rates.
- (e) The Company will instruct the Third Party Payment Platform to release the funds due to the Seller typically no earlier than seven (7) days after the Customer's payment (holding period). The Company does not act as an escrow service and does not guarantee exact payout dates, as payout timing is subject to Third Party Payment Platform processing schedules and applicable banking timelines. The Company may, in its reasonable discretion, delay funds release where: (i) fraud, misuse, or breach of this agreement is suspected; (ii) a dispute or chargeback is ongoing or has been raised; (iii) additional verification or investigation is reasonably required; (iv) shipment, delivery, or tracking cannot be reasonably verified or the Seller has not complied with shipping obligations under these terms; or (v) required by law or the Third Party Payment Platform's policies. Any such extension will be limited to what is reasonably necessary in the circumstances and the Seller will be notified promptly with reasons. The Company shall not be liable for any delays in payment release caused by the Third Party Payment Platform.
- (f) We may, in our reasonable discretion, instruct the Third Party Payment Platform to group multiple payouts to you where operationally appropriate. Any delay to payouts beyond the standard Holding Period will be implemented only in accordance with clause 3.2(e) above.
- (g) The Company reserves the right to change, introduce or waive any Seller Fees by updating the Fee Policy (available at [www.labe.co.uk]), including offering promotional commission rates at its discretion. Any promotional commission rates will require your express agreement before being applied to your account and will not create any ongoing entitlement. Where changes to the Fee Policy are material and adverse to Sellers generally, we will provide at least 30 days' prior written notice by email and/or prominent notice on the Platform. Your continued use of the Platform after such notice period will constitute your acceptance of the updated Fee Policy.

4 REFUNDS & CANCELLATIONS

- (a) Without limiting or otherwise affecting the terms of this agreement, if you wish to cancel a Listing before you have fulfilled the requirements of the Listing that a Customer has agreed to, you must contact us using the Platform's functionality, including providing details as to why you are cancelling. If the Company decides to investigate your request, you must provide assistance and information to the Company as reasonably requested.
- (b) Without limiting this clause 4, if we accept your request to cancel a Listing already accepted by a Customer, or if you cancel in a manner inconsistent with your obligations under this agreement, we may, acting reasonably and proportionately to the circumstances, take one or more of the following actions:
 - (i) cancel your Account or membership with the Company;
 - (ii) refund to the relevant Customer some or all of the amounts they have paid in respect of the relevant order; or
 - (iii) require that you pay to us any amounts we have refunded to the Customer (excluding Seller Fees unless the cancellation was due to your material breach, fraud, or failure to ship the Goods within the timeframe specified in your Listing or shipping policy) and issue you an invoice for that amount, which shall be due within 30 days of the invoice date.
- (c) Seller Fees are by default non-refundable in the event of a change of mind by the Seller. However, the Company may, in its absolute discretion or where required by law, issue refunds or credits in respect of Seller Fees in certain circumstances (for example, in the event of proven fraud or systemic error affecting the Platform's operation).

- (d) You agree to honour and comply with the process set out in this Part B, clause 4 in the event of a pricing error on the Platform caused by you. For the avoidance of doubt, where a pricing error occurs after a Customer has accepted a Listing, you must notify the Company and the Customer immediately and may only cancel the transaction in accordance with clause 4(b) above. The Customer's rights in the event of a pricing error are set out in Part C, clause 2(e).

5 BYPASSING

- (a) You agree that while you are a Seller on the Platform, and for a period of 12 months after your Account is terminated by you or cancelled by the Company, you will not, either directly or indirectly, solicit or attempt to solicit any business, work, income or other benefit from any Customer whom you came to know about solely through your use of the Platform and with whom you had no pre-existing relationship, for the purpose of avoiding payment of Seller Fees or circumventing this agreement or any Platform policies.
- (b) If the Company reasonably determines that you have breached clause 5 (Bypassing), the Company may, acting proportionately to the severity and frequency of the breach: (i) issue a written warning for a first-time minor breach; (ii) temporarily suspend your Account for up to 90 days for repeated or more serious breaches; (iii) permanently cancel your Account and terminate this agreement for material or repeated breaches after providing you with written notice and, where cure is possible, an opportunity to cure within 14 days; and/or (iv) pursue any other remedies available at law or in equity, including seeking injunctive relief and damages. You acknowledge that any material breach of this clause 5 may cause harm to the Company.

6 BINDING CONTRACT

You agree that when a Customer accepts a Listing and successfully completes payment via the Platform, this constitutes a binding contract between you and that Customer, where you will provide the Customer with the Goods as described in the Listing in exchange for your receipt of the amount due to you in respect of that order (being the Listing Price less any applicable Seller Fees and other permitted deductions). A contract is formed at the moment the Customer successfully completes payment via the Platform after accepting the Listing. You acknowledge that the Company is not a party to any such contract and has no liability or obligation in respect of the performance, quality, or delivery of the Goods, except as expressly set out in this agreement.

7 WARRANTIES

By listing yourself as a Seller on the Platform and posting each Listing, you represent and warrant to the Company and to each Customer that:

- (a) you are able to provide the Goods as specified in the Listing;
- (b) you are the rightful owner of the Goods and have full authority to sell them; and
- (c) you will provide the relevant Goods to Customers in compliance with all applicable laws; the Goods are authentic (not counterfeit or replicas); the Goods are genuinely vintage or otherwise accurately described in all material respects to the best of your knowledge after reasonable investigation; the Goods are safe for their intended use and comply with all applicable safety standards and regulations known to you or that you should reasonably know; your Listings and the sale of the Goods do not, to the best of your knowledge, infringe any third party intellectual property rights, including but not limited to trademarks, copyrights, patents, or design rights; you have all necessary rights, licenses, and permissions to sell the Goods; you will not knowingly list or sell any prohibited, illegal, stolen, or recalled items; and you will ship the Goods within the timeframe specified in your Listing and in accordance with your shipping policy as published on the Platform.

Part C Customers

1 LISTINGS AND FEES

You acknowledge and agree that:

- (a) if you accept a Listing, that will constitute your entry into a contract with the Seller;
- (b) for each Listing you accept, you must pay the Listing Price (including any applicable shipping charges and taxes) displayed to you on the Platform at the time of acceptance, which amount will be debited from your chosen payment method via the Third Party Payment Platform; and
- (c) any terms and conditions relating to Goods or a quote provided via the Platform constitute a contract solely between you and the Seller. The Company is not a party to any such contract and has no liability or obligation in respect thereof. Any such terms and conditions must not be inconsistent with either party's obligations under this agreement or any applicable Platform policies. You acknowledge that the Company does not endorse, guarantee, or assume any responsibility for any Goods, services, or conduct of any Seller.

2 PAYMENT

- (a) **(Payment obligations)** Unless otherwise agreed in writing with the Seller you must pay for all Goods specified in a Listing prior to the Seller providing those Goods.
- (b) **(Card surcharges)** Any card or payment processing fees charged in connection with your payment will be as displayed to you at checkout (if applicable). You will not be charged any additional platform fees as a Buyer, unless expressly disclosed to you before you complete your purchase.
- (c) **(Third Party Payment Platform)** the Company processes payments through a Third Party Payment Platform, currently Stripe. The payment methods available at checkout may vary from time to time by factors determined by the Company or the Third Party Payment Platform. In addition to this agreement, your purchase of any Goods via the Platform will be subject to the terms and the privacy policy of the Third Party Payment Platform, available on the Third Party Payment Platform's website (for Stripe, currently at <https://stripe.com/gb/legal> and <https://stripe.com/gb/privacy>).
- (d) You agree to release and hold harmless the Company, its affiliates, and their respective directors, officers, employees, agents, and representatives from and against all liability, claims, demands, losses, damages, costs, and expenses (including reasonable legal fees) arising from or relating to: (i) any act or omission of the Third Party Payment Platform; (ii) any issue with the security, availability, or performance of the Third Party Payment Platform; (iii) any error, mistake, delay, or failure in processing your payment; (iv) any unauthorized access to or use of your payment information; or (v) any dispute between you and the Third Party Payment Platform, except to the extent such liability cannot be excluded under applicable law. You acknowledge that your sole remedy for any payment processing issues shall be against the Third Party Payment Platform in accordance with their terms of service.
- (e) In the event that the Company or the Seller discovers an error or inaccuracy in any price at which your order was purchased via the Platform, the Company or the Seller will use reasonable efforts to contact you and inform you of this as soon as reasonably practicable. Subject to your agreement with the Seller and applicable consumer protection laws, you will then have the option of: (i) purchasing the relevant Goods at the correct price; or (ii) cancelling your order. If you choose to cancel your order and payment has already been debited, the full amount paid (including any applicable fees) will be refunded to your original method of payment within 14 business days. The Company shall have no liability to you for any pricing errors made by Sellers, and your sole remedy shall be the refund described in this clause or any additional remedies available under applicable consumer protection laws.

3 CANCELLATIONS

- (a) the Company will have no liability or obligation to you if a Seller cancels a Listing at any time after you have accepted it and you will not be entitled to any compensation from the Company, including any portion of any Seller Fees, although you may be entitled to a refund from the Seller under their policies or applicable UK consumer law.
- (b) If you wish to cancel a Good before the Seller has fulfilled the requirements specified in the relevant Listing, you must contact the Seller. If the Company decides to investigate your cancellation (for example, as part of a dispute process), you must provide assistance and information to the Company as reasonably requested.
- (c) If you cancel a Good, whether any amounts you have paid are refundable to you in respect of that Good will depend on the cancellation and refund policy of the Seller and any non-excludable rights you may have under applicable UK consumer law.
- (d) Any platform fees charged to you as a Buyer (if any) are by default non-refundable for change of mind. However, the Company may, in its absolute discretion or where required by law, issue refunds of such fees in certain circumstances.

4 LINKED BUSINESSES

You acknowledge and agree that:

- (a) the Platform provides links and introductions to Sellers owned and operated by third parties that are not under the control of the Company;
- (b) the provision by the Company of introductions to Sellers does not imply any endorsement or recommendation by the Company of any Seller;
- (c) the Company does not examine, determine or warrant the certification and/or licensing, competence, solvency or information of any Seller who uses or is listed on the Platform; and
- (d) any terms and conditions relating to a good or service, Listing or quote provided via the Platform constitute a contract between you and the Seller and do not involve the Company in any way.

5 COMMUNICATION OUTSIDE THE PLATFORM

- (a) You must not communicate with a Seller, or request or entice a Seller to communicate with you, outside the Platform for the purpose of arranging or completing purchases, returns, refunds or other transactions in order to avoid Seller Fees or circumvent this agreement (except where reasonably necessary to accept delivery of Goods or to resolve post-purchase issues in accordance with the Seller's policies).
- (b) If the Company, reasonably determines that you have breached or are in breach of this clause 5, the Company may: (i) issue a written warning for a first-time minor breach; (ii) temporarily suspend your Account for up to 90 days for repeated or more serious breaches; or (iii) permanently cancel your Account and terminate your access to the Platform for material or repeated breaches after providing you with written notice and, where cure is possible, an opportunity to cure within 14 days.