

TERMS OF USE

OSKELLY TRADING LLC TERMS OF USE

This document describes terms and conditions applicable to your use of the services made available by Oskelly Trading LLC (Commercial Register Number 1732711, Tax Registration Number 100488469600003) located at Office No 041-1501, Bur Dubai, Dubai, United Arab Emirates, 1111, ("Oskelly", "we", or "us") at the website oskelly.co (the "Site").

Section 1. General.

1.1 Services. This Terms and Conditions of Use Agreement (hereafter this "**Agreement**") sets forth the general terms and conditions that apply to the use by you of the Site, including the features and services offered by us from time to time at or through the Site (collectively with the Site, the "Services"). BY REGISTRATION ON THE OSKELLY SITE AND USING THE SERVICES, YOU AGREE TO THE TERMS AND CONDITIONS CONTAINED HEREIN. This Agreement is a legally binding instrument between you and Oskelly and describes your responsibilities in connection with your use of the Services and, among other things, limits the liability of Oskelly. Before using any of the Services, please read all of this Agreement carefully. By accessing or using any Services, you affirm that you are over 21 years of age and are otherwise capable of forming legally binding contracts, and that you agree to be legally bound and to abide by this Agreement. If you are under 21 years of age without the supervision of a parent or legal guardian, or are otherwise incapable of forming legally binding contracts, or do not agree with any part of this Agreement, YOU MUST NOT ACCESS OR USE THE SERVICES.

1.2 Amendments; Acceptance. We reserve the right, exercisable in our sole discretion, to change, modify, add to, subtract from, or otherwise amend the terms and conditions of this Agreement at any time. Except as otherwise stated below, all changes, modifications, or other amendments shall be effective on a prospective basis once they are posted on our Sites. This Agreement may not otherwise be amended except in a writing signed by you and Oskelly. Continued use of the Services by you constitutes your binding acceptance of this Agreement, including any changes or modifications made by us as described above. You agree to review the terms and conditions of this Agreement periodically to become aware of such revisions and to review your compliance with them. If at any time the terms and conditions of this Agreement are no longer acceptable to you, you must immediately cease all use of the Services. The right to access and use the Services is personal to you and is not transferable to any other person or entity.

Before you may use the Site, you must read and accept all of the terms and conditions in, and linked to, this Terms of Use of Service ("TOS") and the Privacy Policy on our website. This TOS is effective upon registration on the Site. Use of any functionality of the Site after registration makes you a user ("User") and constitutes your acceptance of this TOS and all applicable laws. If this TOS conflicts with any other documents, the TOS will control for the purpose of the usage of the Site.

You may only use certain portions of the Site if you are a registered visitor, buyer or seller. If you do not agree to be bound by this TOS and the Privacy Policy, you may not use the Site in any way.

Individuals who do not register their email address on the Site might not be able to access or use all of the information and functionality presented on the Site. For the avoidance of doubt, such individuals shall also be considered to be a “User”.

1.3 Additional Agreements.

Additional terms and conditions of use applicable to your use of the Services available at the Site from time to time are or may be posted in relevant areas within the Site or may be agreed upon by you and Oskelly in a separate written agreement (e.g. Subscription Agreement; all such additional terms and conditions, "Additional Agreements"). Together with this Agreement, such Additional Agreements will govern your use of those Services or any other services made available by us to you. We reserve the right, exercisable at our discretion, to change or discontinue without prior notice some or all of the Services we provide from time to time at the Site, offer special offers, or change the applicable terms and conditions for your use of such Services as set forth in the Additional Agreements. Without limiting any of the foregoing, the following policies and agreements are hereby incorporated into this Agreement by reference and provide additional terms and conditions related to specific Services offered on the Sites: Oskelly Privacy Policy (<https://oskelly.co/info/pdf/privacy-policy.pdf>). In case of any conflict between this Agreement and any Additional Agreements, the additional terms and conditions of the Additional Agreements shall control. For more detail, see 12.4 Severability.

Effective May 25, 2018, Privacy for EU data subjects is controlled by the regulations set forth in the General Data Protection Regulation, or GDPR. Our privacy policy at <https://oskelly.co/info/pdf/privacypolicy-GDPR.pdf> details how the GDPR applies to EU data subjects (in addition to our master privacy policy at <https://oskelly.co/info/pdf/privacy-policy.pdf>) as they use our services. Effective May 25, 2018, if you do not agree to our Privacy Policy YOU MUST NOT ACCESS OR USE THE SERVICES. If you have already registered an account with us, these new laws apply regardless of your acceptance of our stated measures to comply. EU users can visit <https://oskelly.co/info/pdf/privacy-policy-GDPR.pdf> or contact us at privacy@oskelly.co to learn more about these rights and how we can better honor your wishes regarding our use of your information.

1.4 Your Account is identified by the email address you provided and you are the only party authorized to use your user ID (email address). You are responsible for maintaining the confidentiality of your registered account with us and any password(s) you have chosen or we may issue to you in connection with your access and use of the Services. You are responsible for all uses of your account, whether or not actually or expressly authorized by you. If you believe that your account and/or password(s) have been misused or compromised in any manner, please contact us immediately at info@oskelly.co.

1.5 Covenant Regarding Your Account. You agree that you will not maintain multiple registered accounts with us without our express written consent. If you wish to maintain a multiple account, you may submit a request to do so to info@oskelly.co, including your primary User Name and your rationale for having multiple accounts.

1.6 Equipment. You shall be solely responsible for obtaining and maintaining all telephone, communications, computer hardware and other equipment needed for access to and use of the Services and all charges of any description arising from or relating thereto.

1.7 Oskelly not involved in purchase/sales transactions. We are not involved in actual purchase and sales transactions between users of the Site or any "External Sites" as defined in section 5.1 below (whether such users are appraisers, clothing dealers, trade members, curators, educators, collectors or other third parties affiliated with Oskelly). We have no control over the quality or legality of the items displayed on our Sites or the truth or accuracy of the descriptions of such items displayed on our Sites. In the event that you have a dispute with any parties arising out of your use of the Site you hereby release Oskelly from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

Section 2. Terms of Service and Your Participation.

THE FOLLOWING DESCRIBES THE TERMS ON WHICH OSKELLY OFFERS YOU ACCESS TO ACQUIRE OR SELL PRODUCTS.

2.1 Oskelly only a venue. Notwithstanding section 1.7 above, we are not a seller of the Products. We are solely a passive conduit to facilitate communication between you and the Seller. By means of the Site, we provide users with access to sales of lifestyle, fashion and luxury products online ("Services"). We reserve the right in our sole discretion to change some or all of our Services at any time. You are responsible for obtaining access to the Site, and that access may involve third party fees (such as internet service provider or airtime charges). In addition, you must provide and are responsible for all equipment necessary to access the Site. Oskelly owns the Site.

Oskelly grants you a limited license to access and make personal use of the Site and the Services. This limited license does not include any downloading or copying of account information for the benefit of another vendor or any other third party. Caching. Unauthorized hypertext links to the Site and the framing of any Content available through the Site uploading, posting, or transmitting any content that you do not have a right to make available (such as intellectual property of another party); uploading, posting, or transmitting any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; any action that imposes or may impose (in Oskelly's sole discretion (acting reasonably)) an unreasonable or disproportionately large load on Oskelly's infrastructure; or any use of data mining, robots, or similar data gathering and extraction tools. You may not bypass any measures used by Oskelly to prevent or restrict access to the Site. Any unauthorized use by you shall result in the termination of the permission or license granted to you by Oskelly.

2.1.01 Control. We have no control over the quality, safety or legality of the items advertised, the truth or accuracy of the listings, the ability of the sellers to sell or the ability of buyers to buy items. We do not ensure that a buyer or seller will actually complete a transaction.

2.1.02 Release. Notwithstanding section 1.7 above, because we are not involved in the actual transaction between buyers and sellers, in the event that you have a dispute with a buyer or a seller, you release Oskelly (and our officers, directors, agents, parent, subsidiaries, joint ventures, and

employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

2.2 Eligibility; Account Registration. In consideration of Your use of the Site, you represent that you are of legal age to form a binding contract and are not a person barred from receiving services under the laws of the United Arab Emirates or other applicable jurisdiction. You also agree to provide true, accurate, current and complete information about yourself as prompted by the Site's registration form. If you provide any information that is untrue, inaccurate, not current or incomplete (or becomes untrue, inaccurate, not current or incomplete), or Oskelly has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Oskelly has the right to suspend or terminate your account and refuse any and all current or future use of the Site (or any portion thereof). If you use the Site, you are responsible for maintaining the confidentiality of your account and password, and for restricting access to your computer. You agree to accept responsibility for all activities that occur under your account or password. Because of this, we strongly recommend that you exit from your account at the end of each session. You agree to notify Oskelly immediately of any unauthorized use of your account or any other breach of security. Oskelly reserves the right to refuse service, terminate accounts, or remove or edit content in its sole discretion (acting reasonably).

2.3 No warranty. WITHOUT LIMITING SECTION 10 BELOW, WE DO NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT INFORMATION REGARDING CURRENT PRICE WILL BE TRANSMITTED IN A TIMELY FASHION, NOR DO WE GUARANTEE THE PERFORMANCE OF ANY OBLIGATIONS BY A SELLER OR SUPPLIER.

All content, products, and services on the Site, or obtained from a website to which the Site is linked (a "**linked site**") are provided to you "as is" without warranty of any kind either express or implied including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose, title, non-infringement, security or accuracy.

Oskelly does not endorse and is not responsible for (a) the accuracy or reliability of any opinion, advice or statement made through the Site by any party other than Oskelly, (b) any content provided on linked sites, or (c) the capabilities or reliability of any product or service obtained from a linked site, (d) any technical or human errors that arise from software, tech, Information Technology, bug, malware, virus attack, hack, not limited to these unforeseen situations which may or may not result in inaccurate content, pricing (Oskelly pricing) and original retail price, or description.

Other than as required under applicable consumer protection legislation, if any, under no circumstances will Oskelly be liable for any loss or damage caused by a user's reliance on information obtained through the Site or a linked site, or user's reliance on any product or service obtained from a linked site. It is the responsibility of the user to evaluate the accuracy, completeness or usefulness of any opinion, advice or other content available through the Site, or obtained from a linked site. Please seek the advice of professionals, as appropriate, regarding the evaluation of any specific opinion, advice, product, service or other content.

All promotional dates refer to the current year, unless otherwise stated.

2.4 Limitation of Liabilities. WITHOUT LIMITING SECTION 11 BELOW, IN NO EVENT SHALL WE (OR OUR SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS), OR OUR SELLERS OR SUPPLIERS, BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, INACCURATE PRICING DUE TO HUMAN ERROR, TECHNICAL ERROR OR BUG, SOFTWARE GLITCHES, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF OSKELLY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM THE USE OF THE SITE CONTENT OR ANY RELATED SERVICE, THE INTERRUPTION OF ANY DATA TRANSMISSION, AUDIO OR VIDEO BROADCAST, OR THIS AGREEMENT (HOWEVER ARISING, INCLUDING NEGLIGENCE).

2.5 Indemnity.

You agree to indemnify and hold Oskelly (and its officers, directors, agents, subsidiaries, joint venture an employees) harmless from and as against any claim or demand, including reasonable attorneys' fees, or arising out of or related to your breach of this TOS or your violation of any applicable law of the rights of any third party.

2.6 Electronic Communications

When you use the Site or send emails to Oskelly, you are communicating with Oskelly electronically. You consent to receive communications from Oskelly electronically. Oskelly will communicate with you by email to your personal account as provided to us. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

2.6.1 Site-Provided Email and Postings

The Site may provide users with the ability to send email messages to other users and non-users and to post messages on the Site. Oskelly is under no obligation to review any messages, information or content ("**Postings**") posted on the Site by users and assumes no responsibility or liability relating to any such Postings. Notwithstanding the above, Oskelly may from time to time monitor the Postings on the Site and may decline to accept and/or remove any email or Postings. You understand and agree not to use any functionality provided by the Site to post content or initiate communications that contain: Any unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, profane, hateful, racially, ethnically or otherwise objectionable material of any kind, including, but not limited to, any material which encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national or international law.

2.6.2 No Advertisements or solicitations of any kind

You understand and agree not to use any functionality provided by the Site to post content or initiate communications that contain advertisements or solicitations of any kind or any communications which:

- Impersonate others or provide any kind of false information;
- Contain personal information such as messages which state phone numbers, social security numbers, account numbers, addresses, or employer references;
- Purport to be messages by non-spokesperson employees of Oskelly on behalf of Oskelly or containing confidential information or expressing opinions concerning Oskelly;
- Are messages that offer unauthorized downloads of any copyrighted or private information; or
- Are multiple messages placed within individual folders by the same user restating the same point.

You understand and agree not to use any functionality provided by the Site to post content or initiate communications that constitute chain letters of any kind, which are defined to mean identical (or substantially similar) messages to multiple recipients advertising any product or service, expressing a political or other similar message, or any other type of unsolicited commercial or political message. This prohibition includes but is not limited to a) Using Oskelly invitations to send messages to people who don't know you or who are unlikely to recognize you as a known contact; b) Using Oskelly to connect to people who don't know you and then sending unsolicited promotional messages to those direct connections without their permission; and c) Sending messages to distribution lists, newsgroup aliases, or group aliases.

2.6.3 Links

The Site or third parties may provide links to other World Wide Web sites or resources. Because Oskelly has no control over such sites and resources, you acknowledge and agree that Oskelly is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products or other materials on or available from such sites or resources. You further acknowledge and agree that Oskelly shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

2.6.4 Access To Password Protected/Secure Areas

Access to and use of password protected and/or secure areas of the Site is restricted to authorized users only. Unauthorized individuals attempting to access these areas of the Site may be subject to prosecution.

Minors under the age of 21 shall be prohibited to register as a user of this Site and are not allowed to transact or use the Site.

2.6.5 Modification and Notification of Changes

Oskelly reserves the right to make changes to the Site, related policies and agreements, this TOS and the Privacy Policy at any time. If Oskelly makes a material modification to this TOS, it will notify you by: sending an email to the address associated with your account. Oskelly is not responsible for your failure to receive an email due to the actions of your ISP or any email filtering service; therefore, you should add Oskelly to the list of domains approved to send you email (commonly known as your "whitelist"); and displaying a prominent announcement above the text of this TOS or the Privacy

Policy, as appropriate, for thirty (30) calendar days, with (i) and (ii) being deemed sufficient notification, of such changes.

After notice of a modification to the TOS or the Privacy Policy has been posted for 30 days, the notice will be removed and a brief description of the modification and the date that it went into effect will be placed in the Historical Modifications section at the end of the TOS and Privacy Policy. If you have not used the Site for more than 30 days, you should check these two sections for any modifications to the TOS or Privacy Policy prior to any further use of the Site. Should you wish to terminate your account due to a modification to the TOS or the Privacy Policy, you may do so by sending an email with the subject line "Termination" to the following email address: info@oskelly.co. If you choose to continue using the Site, you agree that by doing so you will be deemed to accept the new TOS or Privacy Policy, as relevant.

2.6.6 Trademarks

The trademarks, logos and service marks ("**Marks**") displayed on the Site are the property of Oskelly and other parties. Users are prohibited from using any Marks for any purpose including, but not limited to use as metatags on other pages or sites on the World Wide Web without the written permission of Oskelly or such third party which may own the Marks. All information and content including any software programs available on or through the Site ("**Content**") is protected by copyright. Users are prohibited from modifying, copying, distributing, transmitting, displaying, publishing, selling, licensing, creating derivative works or using any Content available on or through the Site for commercial or public purposes.

Oskelly is not associated with the brands that it sells, which are a registered trademark of the respective brand owners and not of Oskelly.

2.6.7 Procedure for Claims of Intellectual Property Infringement

Oskelly respects the intellectual property of others, and we ask our users to do the same. Oskelly may, in appropriate circumstances and at its sole discretion, (acting reasonably) disable and/or terminate the accounts of users who may be infringing the intellectual property of a third party. If you believe that your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide Oskelly's Service Agent the following information:

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- A description of the copyrighted work or other intellectual property that you claim has been infringed;
- A description of where the material that you claim is infringing is located on the Site;
- Your address, telephone number, and email address;
- A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;

- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

Oskelly's agent for notice of claims of copyright or other intellectual property infringement can be reached via email at info@oskelly.co with the subject line "intellectual property".

Oskelly may update this mailing address from time to time. You agree that changes to this mailing address shall not constitute a modification to this TOS.

2.6.8 Survival of Terms After Agreement Ends

Notwithstanding any other provisions of this TOS, or any general legal principles to the contrary, any provision of this TOS that imposes or contemplates continuing obligations on a party will survive the expiration or termination of this TOS. **Section 3. Information You Provide to Us.**

3.1 Your Information. The term "**Your Information**" means collectively the following: (i) any information or materials (user content) you provide to us in connection with our registration process, your use of any Services, or in email correspondence with us, (ii) any information or materials you provide to other users of the Site in connection with your use of any Services, or in any public message board or chat room area, (iii) any information or materials you provide to other third parties affiliated with Oskelly in connection with your use of any Services, and (iv) any search terms or other instructions that you transmit to our servers through a web browser. Please note that the information and materials belonging to Your Information may include without limitation textual information, graphic images, photographs, and audio-visual materials. Except as may be otherwise expressly provided to the contrary in this Agreement or the Additional Agreements, you are solely responsible for Your Information, and we act at all times as a passive conduit for your online distribution, communication, and/or publication of Your Information.

3.2 Covenant Regarding Your Information. You agree that Your Information:

- (i) will not be false, inaccurate, frivolous, or misleading,
- (ii) will not infringe any third party's copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy,
- (iii) shall not violate any law, statute, ordinance, or regulation (including without limitation those governing export control, consumer protection, unfair competition, anti-discrimination, or false advertising),
- (iv) will not be defamatory, trade libelous, unlawfully threatening, unlawfully harassing, or obscene,
- (v) will not contain any computer viruses, worms, Trojan horses, time bombs, or other computer programs, scripts, or instructions that are intended to damage or detrimentally interfere with the operation or use of the Services, or to intercept or expropriate any proprietary computer system information or other confidential data or personal information relating to or arising out of the access or use of the Services,
- (vi) will not create any liability for Oskelly or cause Oskelly to lose (in whole or in part) the services of its internet service providers or other suppliers and business affiliates,

- (vii) will not contain any links to or from other information or websites for which you do not have the right to make or reproduce such links, and
- (viii) will not solicit or involve the purchase or sale of counterfeit, stolen or illegal items, or solicit or commit any fraudulent transaction or other form of criminal activity
- (ix) is not offensive and does not contain profanity, threats, calls to violence, defames honour and dignity, business reputation or violates the privacy of third parties
- (x) does not propagandise or promote racial, religious or ethnic hostility
- (xi) does not contain pornographic images and texts or scenes of a sex-related nature
- (xii) does not disparage or otherwise diminish the honour and dignity of third parties on various criteria.

3.3 Updated Information. If you are a registered user of the Sites you agree to promptly update your account registration information in order to keep it current, complete, and accurate.

3.4 Limited License and User Content Moderation. To enable us to use Your Information, so that we are not violating any rights you might have in Your Information, you hereby grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable (through multiple tiers) right to exercise the copyright and publicity rights (but no other rights) you have in Your Information, in any media now known or hereafter existing, with respect to Your Information.

We may use any content or information uploaded by you in connection with the Licence granted by you in the following ways: reproduction, public display, broadcast, cablecast, modification (moderation), translation or other rendering of the work, communication to the public, blocking and deletion.

We do not pre-moderate the content and other information posted by you on the Services.

We take all necessary actions to protect the rights and interests of third parties only after receiving a request from an interested party in the manner specified in this Section.

You may at any time contact us with a request to hide or delete inappropriate content or information or complain to us about another User in connection with the violation of the terms of the Agreement through the technical support chat on the Services.

We undertake to consider and respond to Your request within 24 hours of receipt.

3.5 Privacy Policy. We will only use Your Information in accordance with our Privacy Policy, available at <https://oskelly.co/info/pdf/privacy-policy.pdf>. By agreeing to the terms and conditions of this Agreement, you also give your consent to the way we may use your Information pursuant to the Privacy Policy. If you have any questions not addressed in our Privacy Policy Document, you should address them to privacy@oskelly.co. Any information you provide to other third parties is governed by their respective privacy policies. Additionally, privacy for European Union (“EU”) data subjects is controlled by the regulations set forth in the General Data Protection Regulation, or GDPR. Our privacy policy at <https://oskelly.co/info/pdf/privacy-policy-GDPR.pdf> details how the GDPR applies to EU data subjects (in addition to our master privacy policy at <https://oskelly.co/info/pdf/privacy-policy.pdf>) as they use our services. If you do not agree to our Privacy Policy YOU MUST NOT ACCESS OR

USE THE SERVICES. EU users can visit <https://oskelly.co/info/pdf/privacy-policy-GDPR.pdf> or contact us at privacy@oskelly.co to learn more about these rights and how we can better honor your wishes regarding our use of your information.

Section 4. Use of Content.

4.1 Copyright. You acknowledge that the Services contain information, text, software, photographs, music, audio and video clips, graphics, links and other material (collectively, the "**Content**") that are protected by copyright, trademark or other proprietary rights of Oskelly or third parties. All Content used or made available through the Services is copyrighted as a collective work and/or compilation of Oskelly pursuant to applicable copyright law. Oskelly owns a copyright in the selection, coordination, arrangement and enhancement of such Content, as well as in the content original to Oskelly. You agree to comply with any additional copyright notices, information, or restrictions contained in any Content available on or accessed through the Services. Oskelly does not grant permission to users of its Services to reproduce images of original works of art.

4.2 Limited License. Subject to your compliance with the terms and conditions of this Agreement (including without limitation the restrictive terms and conditions set forth in this Section 4), and except to the extent otherwise expressly provided in an Additional Agreement between you and Oskelly, you are granted a limited non-exclusive, non-transferable, non-sub-licensable, and revocable license to access the Services and/or Content only for your own personal non-commercial use.

You acknowledge that all Content included with the Services is provided for your own use. In no case shall you re-publish the Content in any form without express written permission of Oskelly. Reproduction of images is strictly prohibited without the written permission of both Oskelly. Your right to use this product is limited to a single workstation unless an additional agreement for network access has been signed by both parties. You acknowledge that you are not permitted to sell or otherwise dispose the software and that no rights granted hereunder may be assigned or sub-licensed by Licensee, any assignment or sublicense being void.

You agree to maintain and/or reproduce all copyright and other notices contained in such Services and/or Content. You may not modify, publish, transmit, transfer or sell, resell, reproduce, create derivative works from, distribute, perform, display, or in any way exploit or commercially use any of the Services and/or Content, in whole or in part, except as expressly permitted in this Agreement or in an Additional Agreement between you and Oskelly. You acknowledge that you do not acquire any ownership rights by accessing or downloading copyrighted materials. You shall not store electronically any portion of any Services and/or Content. You may not collect and use e-mail addresses of other users of the Sites or other user account information, listings, or perform any form of data extraction or data-mining whatsoever. Except as expressly permitted by the copyright laws, no copying, storage, redistribution or publication of any of the Services and/or Content is permitted without the express permission of Oskelly or the owners of such Services and/or Content or their authorized persons, if other than Oskelly. You are responsible for complying with all applicable laws, rules, and regulations regarding your use of any such downloaded Content. Oskelly reserves all rights in the Content and Services not expressly granted hereunder.

4.3 Uploading or Posting Content. You will not upload, post, or otherwise make available through the Services any Content protected by copyright, trademark, or other proprietary right without the

express permission of the owner of the copyright, trademark, or other proprietary right and the burden of determining that any material is not protected by copyright rests with you. You shall be solely liable for any damage resulting from any infringement of copyrights, proprietary rights, or any other harm resulting from such a submission. By submitting Content to any public area of the Sites, you hereby grant, or warrant that the owner of such Content has expressly granted, Oskelly a royalty-free, perpetual, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly display and distribute such Content (in whole or in part) worldwide and/or to incorporate it in other works in any form, media or technology now known or hereafter developed for the full term of any copyright that may exist in such Content. You also permit any other user of the Services to access, view, store, or reproduce such Content for that user's personal use.

4.4 Beneficiaries. The foregoing provisions of this Section 4 are for the benefit of Oskelly, its subsidiaries, affiliates and its third party content providers and licensors and each shall have the right to assert and enforce such provisions directly or on its own behalf.

Section 5. Sites Access; Interference with Services; Monitoring; Compliance with Laws.

5.1 Sites Access. We do not guarantee continuous, uninterrupted, or secure access to the Services, and operation of the Sites may be interfered with by numerous factors outside of our control. Internet connection speed will determine how rapidly pages with photographs load to your browser.

5.2 No Interference. You agree that you will not use any robot, spider, other automatic device, or manual process to monitor or copy our web pages or the content contained herein without our prior expressed written permission. You agree that you will not use any device, software, or routine to interfere or attempt to interfere with the proper working of the Site or the Services, or any transaction being conducted on or through the Site or Services. You agree that you will not take any action that imposes an unreasonable or disproportionately large load on the server infrastructure of the Site.

5.3 Fraudulent Activity. You may not register to use any Services under a false name, or use an invalid or unauthorized credit card in connection with any Services. You may not make offers to purchase any goods or services under a false name while using the Services. You may not impersonate any other user of the Services, or make use of another user's password(s). Such fraudulent conduct is a violation of applicable laws. Fraudulent conduct may be reported by us to law enforcement authorities, and we will cooperate with such authorities to ensure that violators are prosecuted to the fullest extent of the law. EU data subjects who use of these services under fraudulent or false pretenses will potentially face limitations on their privacy protections under the General Data Protection Regulations (GDPR).

5.4 Monitoring. You agree that Oskelly has the right, but not the obligation, to monitor any form of user activity and/or Content linked to or from or otherwise associated with the Services. We may investigate any reported violation of our Agreement, Additional Agreements or Site policies, and any user or other third party complaints relating thereto. We may take any action that we deem appropriate in connection with any such investigation without notice (including without limitation issuing warnings, suspending or terminating Services, denying Sites access and/or removing any materials posted on the Sites. We may also investigate, in our sole discretion, the use of any credit card by a user in connection with the Services, and take such action as we deem necessary or appropriate, including

without limitation contacting the owner or user of such card or canceling purchase orders placed by such owner or user.

5.5 Compliance with Laws. The Services may be used only for lawful purposes and in a lawful manner. You agree to comply with all applicable laws, statutes and regulations regarding use of the Services and any transactions that may be conducted by means of the Services.

Section 6. External Sites; Linking.

6.1 External Sites. The Services may contain links to websites on the Internet that are owned and operated by third parties (the "**External Sites**"). This Agreement does not apply to your use of any External Sites to which the Site links, and we are not responsible for the availability of any External Sites to which the Site links. We do not endorse or take responsibility for the contents, advertising, products or other materials made available through any External Sites, and you acknowledge that Oskelly is not responsible for the availability of, or the content, advertising, products, or other materials located on or through, any External Sites. You acknowledge and agree that under no circumstances will we be held responsible or liable, directly or indirectly, for any loss or damage that is caused or alleged to have been caused to you in connection with your use of, or reliance on, any content, goods, or services available on any External Sites. If you decide to access an External Sites, you do so at your own risk. You should contact the sites administrator or Webmaster for those External Sites if you have any concerns regarding such links or the content or services located on such External Sites.

Section 7. Breach.

7.1 Without limiting other remedies, we may immediately issue a warning, temporarily suspend, indefinitely suspend or terminate your registered user account and/or refuse to provide the Services to you: (i) if you breach this Agreement or any of the Additional Agreements it incorporates by reference or which you have separately entered into with Oskelly; (ii) if we are unable to verify or authenticate any information you provide to us; or (iii) if we believe that your actions may cause legal liability for you, us, our other users, or other third party business affiliates.

Section 8. Indemnity.

8.1 You agree to indemnify, defend, and hold Oskelly and its affiliates, and their respective officers, directors, owners, agents, information providers, and licensors (collectively, the "**Company Parties**") harmless from and against any and all claims, liability, losses, costs, and expenses (including attorneys' fees) incurred by any Company Party in connection with any use or alleged use of the Service under your password by any person, whether or not authorized by you. Oskelly reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with Oskelly's defense of such claim.

Section 9. Termination of or Change in the Services.

9.1 Oskelly shall not be liable to you or to any third party for any of the direct or indirect consequences of any modification, malfunction, suspension, discontinuance of or interruption to or of any of the Services. Oskelly reserves the right, in its sole discretion, to restrict, suspend, or terminate your access to all or any part of the Services at any time for any reason without prior notice or liability. Oskelly

may change, suspend or discontinue all or any aspect of the Services at any time, including the availability of any feature, database, or Content without prior notice or liability.

Section 10. DISCLAIMER OF WARRANTIES.

10.1 NEITHER OSKELLY NOR ANY PROVIDER OF THIRD PARTY CONTENT OR THEIR RESPECTIVE AGENTS WARRANTS THAT THE SITE OR SERVICE WILL MEET YOUR REQUIREMENTS OR BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE; NOR DOES OSKELLY, ANY THIRD PARTY CONTENT PROVIDER, OR THEIR RESPECTIVE AGENTS MAKE ANY WARRANTY AS TO THE RESULTS TO BE OBTAINED FROM USE OF THE SITE, SERVICES OR THE CONTENT. THE SERVICES AND THE CONTENT ARE DISTRIBUTED ON AN "AS IS, AS AVAILABLE" BASIS. NONE OF OSKELLY, THIRD-PARTY CONTENT PROVIDERS, AND THEIR RESPECTIVE AGENTS MAKE ANY WARRANTIES OF ANY KIND, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, WITH RESPECT TO THE SITES, SERVICES, ANY CONTENT OR ANY PRODUCTS OR SERVICES SOLD THROUGH THE SERVICES. NEITHER OSKELLY NOR ANY THIRD PARTY CONTENT PROVIDER WARRANTS THAT ANY FILES AVAILABLE FOR DOWNLOADING THROUGH THE SITES OR SERVICES WILL BE FREE OF VIRUSES OR SIMILAR CONTAMINATION OR DESTRUCTIVE FEATURES. YOU EXPRESSLY AGREE THAT THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SERVICES AND THE ACCURACY OR COMPLETENESS OF THE CONTENT IS ASSUMED SOLELY BY YOU. WITHOUT LIMITING ANY PROVISION HEREIN, OSKELLY MAKES NO WARRANTY THAT ANY PARTICULAR COMPUTER SYSTEM CONFIGURATION WILL BE COMPATIBLE WITH THE SITES. IT IS YOUR SOLE RESPONSIBILITY TO ENSURE THAT YOUR COMPUTER SYSTEM HAS THE RECOMMENDED HARDWARE, OPERATING SOFTWARE, AND INTERNET BROWSER SOFTWARE VERSIONS TO ACHIEVE THE SITES FULL FUNCTIONALITY AND CAPABILITIES.

10.2 The Site includes an extensive collection of records that might be used as tools in the process of estimating values. Oskelly Content is only one of several elements that you should consider in estimating value of a work and depends upon the accuracy and timing of information which Oskelly itself receives. Oskelly strongly recommends that its Content only be used in conjunction with other specialists such as Personal Property Appraisers and Dealers.

While Oskelly will endeavor to use commercially reasonable efforts to confirm the authenticity of the goods it receives and posts for sale via its Sites, Oskelly makes no claims, representations or warranties with regard to the authenticity of any goods sold on its websites. Accordingly, to the extent permitted by applicable law, we exclude all express or implied warranties, terms and conditions including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, and non-infringement. In addition, to the extent permitted by applicable law, Oskelly (including our affiliates, officers, directors, agents and employees) is not liable, and you agree not to hold Oskelly responsible, for any damages or losses (including, but not limited to, loss of money, goodwill or reputation, profits, or other intangible losses or any special, indirect, or consequential damages)

resulting directly or indirectly from the items posted for sale on our Site. Some jurisdictions do not allow the disclaimer of warranties or exclusion of damages, so such disclaimers and exclusions may not apply to you.

If you believe that an item posted for sale on our Sites violates a trademark, copyright or other intellectual property right held by you, please notify us immediately regarding the posting in question and the basis for your claim so we can properly investigate your claim.

10.3 Oskelly and third party content providers are not responsible for the translations provided by Google Translate. The translated copies of the Site are not legally binding, and any differences created in translation have no legal effect. If there are any concerns regarding the accuracy of the information presented within the translated versions of our sites, please refer back to the official Content.

Section 11. LIMITATION OF LIABILITY.

11.1 THE LIMITATION OF LIABILITY CONTAINED IN THIS SECTION 11 APPLY TO ANY DAMAGES OR INJURY CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR

TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF RECORD, WHETHER FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, OR UNDER ANY OTHER CAUSE OF ACTION. YOU SPECIFICALLY ACKNOWLEDGE THAT OSKELLY IS NOT LIABLE FOR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES AND THAT THE RISK OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

11.2 UNDER NO CIRCUMSTANCES WILL OSKELLY OR ITS AFFILIATES, OR ANY OF ITS SHAREHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY YOUR RELIANCE ON INFORMATION OBTAINED THROUGH EITHER THE CONTENT OR THE SERVICES, OR ANY LOSS OR DAMAGE CAUSED BY YOU BEING EXPOSED TO INFORMATION CONTAINED ON THE SITE. IT IS YOUR RESPONSIBILITY TO EVALUATE THE ACCURACY, COMPLETENESS OR USEFULNESS OF ANY INFORMATION, OPINION, ADVICE OR OTHER CONTENT AVAILABLE THROUGH THE SERVICE. PLEASE SEEK THE ADVICE OF PROFESSIONALS, AS APPROPRIATE, REGARDING THE EVALUATION OF ANY SPECIFIC INFORMATION, OPINION, ADVICE OR OTHER CONTENT, INCLUDING OPINIONS OR ADVICE REGARDING THE IDENTIFICATION, VALUATION OR CARE OF ANTIQUES.

11.3 NEITHER OSKELLY, ANY THIRD-PARTY CONTENT PROVIDER NOR THEIR RESPECTIVE AGENTS SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO ACCESS OR USE THE SITES OR SERVICES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR LIABILITY, AND THE LIABILITY OF OUR SUPPLIERS, TO YOU OR ANY THIRD PARTIES IN ANY

CIRCUMSTANCE IS LIMITED TO THE GREATER OF (A) THE AMOUNT OF FEES YOU PAY TO US IN THE 12 MONTHS PRIOR TO THE ACTION GIVING RISE TO LIABILITY, AND (B) \$100.00. Some jurisdictions do not allow exclusion of implied warranties or limitation of liability for incidental or consequential damages, so the above limitations or exclusions may not apply to you. In such jurisdictions, the liability of Oskelly, third party content providers and their respective agents shall be limited to the greatest extent permitted by law.

Section 12. MISCELLANEOUS

12.1 Copyright Infringement Policy. Oskelly observes the rights of all copyright holders and has adopted and implemented a policy that provides for the termination in appropriate circumstances of users and registered account holders who infringe the rights of copyright holders. If you believe that your work or that of a third party has been copied in a way that constitutes copyright infringement, please provide our Copyright Officer (who may be contacted electronically at info@oskelly.co or care of our notice address in Section 12.7 below) with the information required below:

- A. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- B. Identification of the copyright work claimed to have been infringed, or, if multiple copyrighted works at a single online sites are covered by a single notification, a representative list of such works at that sites;
- C. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
- D. Information reasonably sufficient to permit us to contact the complaining party;
- E. A statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- F. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

12.2 Governing Law. ALL DISPUTES, CLAIMS OR CONTROVERSIES ARISING OUT OF THIS AGREEMENT, OR THE NEGOTIATION, VALIDITY OR PERFORMANCE OF THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE UNITED ARAB EMIRATES AS APPLIED IN THE EMIRATE OF DUBAI WITHOUT REGARD TO ITS RULES OF CONFLICT OF LAWS. Each of the parties hereto hereby irrevocably and unconditionally consents to submit to the sole and exclusive jurisdiction of the courts of the Dubai International Financial Centre (the “**DIFC Courts**”) for any litigation among the parties hereto arising out of or relating to this Agreement, or the negotiation, validity or performance of this Agreement, waives any objection to the laying of venue of any such litigation in the DIFC Courts and agrees not to plead or claim in any DIFC Court that such litigation brought therein has been brought in any inconvenient

forum or that there are indispensable parties to such litigation that are not subject to the jurisdiction of the DIFC Courts.

12.3 Headings. Section headings in this Agreement are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section.

12.4 Severability. Construction. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. If any inconsistency exists between the terms of this Agreement and any additional terms and conditions of Additional Agreements (whether such Additional Agreements are posted in electronic format on the Sites or are separate written agreements entered into between you and Oskelly) such terms shall be interpreted as to eliminate any inconsistency, if possible, and otherwise, the additional terms and conditions of the Additional Agreements shall control.

12.5 Waiver. Oskelly's failure to exercise or forbearance from exercising any rights or remedies, or failure to enforce or forbearance from enforcing, the strict performance of any provision of this Agreement, will not constitute a waiver of Oskelly's right to exercise such rights or remedies or enforce such provision or any other provisions of this Agreement in that or any other instance. Any waiver of any provision of this Agreement by Oskelly must be made in writing and signed by an authorized representative of Oskelly specifically referencing this Agreement and the provision to be waived.

12.6 Assignment Third-Party Beneficiaries. This Agreement will inure to the benefit of Oskelly's successors and assigns. Except as set forth in this Agreement, this Agreement shall not benefit or create any right or cause of action in or on behalf of any person other than the parties hereto.

12.7 Notices. Except as otherwise provided herein, any notices to be given pursuant to this Agreement may only be given by email to Oskelly, LLC info@oskelly.co, Attn: Vice President of Operations (in the case of us) or to the personal email address you provide to Oskelly during the registration process (in your case). Notice shall be deemed given twenty-four (24) hours after email is sent, unless the sending party is notified that the email address is invalid. Alternatively, we may give you notice by certified mail, postage prepaid and return receipt requested, to the address provided to Oskelly during the registration process in the event that an address was supplied. In such case, notice shall be deemed given three (3) calendar days after the date of mailing.

12.8 Survival. Subsections 1.7, 2.3, 2.4, 2.5, 3.2, 3.4, 3.5, 4.1, 4.2, 5.1, 5.2, 5.3, 5.4, 5.5, 8.1, 10, 11 and 12.2 shall survive any termination of this Agreement as well as any other provisions which by their terms or sense are intended to survive.

12.9 Integration. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and except for any Additional Agreements that you may have entered into with Oskelly, supersedes all previous written or oral agreements between the parties with respect to such subject matter hereof.

SECTION 13: Rules for the Sale of Goods; Buying Terms

13.1 This section constitutes a binding agreement between the User (hereinafter designated within these Buying Terms as “Buyer”)

13.2 General Provisions

13.2.1 Oskelly is not a seller of the Product and its rights and obligations are limited by the provisions established by the TOS.

13.2.2 Sellers independently determine the list of Product to be sold on the Site, as well as the cost of such Product.

13.2.3 The services offered by Oskelly allow the User to search through the Site and purchase Product from a large number of brands worldwide. As part of these services, Oskelly also provides some ancillary services such as arranging for delivery of the Product and providing the User with customer service assistance. However, as stated above, the contract for the purchase of the Products is between the User and the relevant Seller. This means that it is the Seller (not Oskelly) who is legally responsible for selling the Products to the User. Please note that the delivery logistics service is being provided by Oskelly to the User and as such the User is entering into a contract for delivery services provided by Oskelly to deliver the Products on behalf of the Sellers. Oskelly may make a charge for these services which will be shown at checkout and prior to your purchase of the Products. The User contract with Oskelly is concluded once the Product has been delivered to the User by the courier or have been collected by the User from a Seller.

13.2.4 Oskelly’s liability to the User in relation to the Services is as follows. If, in providing the Services to the User, Oskelly fails to comply with these Terms and Conditions (TOS), Oskelly will be responsible for loss or damage the User suffers that is a foreseeable result of Oskelly’s breach of these Terms and Conditions or its negligence, but Oskelly is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it was an obvious consequence of Oskelly’s breach or if it was contemplated by the User and Oskelly at the time the User started using the Services. Oskelly does not in any way exclude or limit its liability for: (a) death or personal injury caused by its negligence; (b) fraud or fraudulent misrepresentation; (c) any other liability which cannot be limited by law.

13.2.5 Oskelly attempts to be as accurate as possible in the description of the products displayed on the Site. However, as the descriptions are based on information provided to us by the sellers (who remain responsible for them), Oskelly cannot guarantee that all details are always accurate, complete or error free. Please contact the Seller directly if additional information is required about a product. The images of the products on the Site are for illustrative purposes only, and although Oskelly attempts to display colors accurately, it cannot guarantee that the User’s computer’s display of the images accurately reflects the true color of the products.

13.2.6 Oskelly does not allow sellers to offer flawed items or products of lower quality than the corresponding market standards for sale on the Site. If an item the User has ordered is not as described, is flawed or of a lower quality, the terms of return and exchange of Product (to the extent applicable) are exclusively as set forth in Section 16 hereof.

13.2.7 As a consumer, the User has legal rights in relation to products that are faulty or not as described. Advice about the User's legal rights is available from his/her local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms and Conditions will affect these legal rights. The products sold by the sellers are supplied for the User's domestic and private use only. The User agree that the User will not use the products for any commercial, business or re-sale purposes. The User further agrees that the User will not export, reexport, or otherwise transfer the products to countries or territories that are the target of comprehensive embargoes or sanctions or to parties identified on the U.S. Treasury Department's List of Specially Designated Nationals and Blocked Persons List or the E.U.'s Consolidated Financial Sanctions List. Neither Oskelly nor the sellers have any liability to the User for any loss of profit, loss of business, interruption of business, or loss of business opportunity.

13.3 Products

13.3.1 Information about the Product (including the image of the Product) posted on the Site is provided by the Seller and is for reference purposes only. At the time of the Order, the Buyer has the opportunity to clarify any details and ask any questions.

13.3.2 If the Product(s) are pre-used, there will be an appropriate notation to this effect and any significant defects and shortcomings shall be indicated. The User as buyer should be aware that the pre-used Products may display traces of ordinary wear and tear and use.

13.3.3 The Buyer is obligated to carefully read the information about the Product, and in case of questions, contact the Seller directly for clarification (using the functionality of the Site).

13.4 Product Selection

13.4.1 In case of interest in purchasing a Product, the Buyer selects the Product and informs the Seller about its legally binding intention to purchase the Product by clicking the "Place an order" button (the "Buyer Request").

13.4.2 The Seller is not responsible for the non-compliance of the Product with the expectations of the Buyer.

13.4.3 The Seller is entitled to refuse to sell the Product until the actual transfer of the Product to Oskelly for pre-sale preparation.

13.4.4 Within twenty-four (24) hours from the date of the Buyer's Request, the Seller shall confirm the legally binding sale of the Product, otherwise the Buyer's Request may be canceled.

13.4.5 The effective date of the Contract of Sale is the date of confirmation of the sale of the Product by the Seller in accordance with clause 13.4.4 hereof.

13.5 Examination Of The Product(s)

13.5.1 Within twenty-four (24) hours from the moment of Seller confirmation of the sale of the Product, the Seller shall transfer the Product to Oskelly for the purpose of its examination of the Product

13.5.2 The Product examination by Oskelly includes an assessment of the conformity of the description of the Product as provided by the Seller in the advertisement with the actual condition of the Product, external inspection and a determination of the authenticity of the Product.

13.5.3 In order to competently carry out the Product examination, Oskelly shall appoint a specialist from among its staff of employees and consultants who have the appropriate knowledge, experience, and qualification to check the Product provided by the Seller.

13.5.4 Specialists can be appointed by Oskelly to evaluate a specific Product. Such specialists are appointed by Oskelly; such an order shall specify the Product to be evaluated, the timing of the examination and the results of the examination (hereinafter referred to as the "Act").

13.5.5 If necessary, within the sole discretion of Oskelly, the specialized equipment of "ENTRYPY" shall be used in the examination process to establish the quality of the Product and its originality.

13.5.6 The condition of the Product is assessed in accordance with the following criteria:

- (a) New (with tag) - the product is completely new. The availability of a complete set (anther, box, film, etc.) and tag is specified additionally in the product card. For sellers with Boutique status, each product presented in the assortment belongs to this category.
- (b) Excellent condition - the Product is in excellent condition, without obvious external defects. Not the entire set of documents may be attached to it, and there may also be no branded packaging. Small internal defects and minor traces of wear/fitting, storage are permissible.
- (c) Good condition designates a pre-used Product that has been well cared for. For this condition, ordinary wear and tear is permissible, small defects are also permissible (chips, scratches, hooks, holes, etc.).
- (d) Refusal - The Product has protruding threads, obvious scuffs, deep scratches, stains, holes, repair marks, seam divergence, missing buttons and details, odor, discoloration, rolling of fabric and other significant defects of the Product. The product is subject to return to the Seller.

13.5.7 The originality of the Product can be evaluated, including, but not limited to, by entering the Product identification code into the software employed by Oskelly.

- (a) The results of the examination are drawn up in the form of an Act, which is signed by the Oskelly specialists.
- (b) If, according to the results of the examination, it is established that the Product is not original (counterfeit) or violates the rights of third parties:
 - (i) Oskelly has the right to demand agreed and reasonable liquidated damages from the Seller in the amount of the Oskelly commission fee;
 - (ii) The Seller is obligated to pick up the Product from the Oskelly office at his own risk and at his own cost during Oskelly's normal working hours;
 - (iii) If the Seller does not ensure the removal of the Product from the Oskelly office within seven (7) working days from the date of receipt of the notification of the results of the Examination from Oskelly, Oskelly has the right to charge a fee for the storage of the Product in the amount of 0.5% (zero point five percent) per day of the value of the Product specified by the Seller in the description of the Product on the Site, and, within its sole discretion (acting reasonably) in the future determine that the Product has been abandoned and dispose of the Product in accordance with the procedure provided for in Section 17 hereof.

13.5.8 If it is determined by Oskelly that counterfeit Product has been sold to the Buyer, the Seller undertakes to pay Oskelly, in addition to all other remedies available hereunder, double the cost of such Product. The received funds shall be transferred to the Buyer as final and exclusive compensation.

13.5.9 If the Product does not objectively meet the characteristics as specified by the Seller in the advertisement:

- (a) Oskelly shall notify the Buyer of the non-conformity of the Product with the description.
- (b) If the Buyer agrees to accept the Product, even though the Product does not match the Seller description, Oskelly shall deliver the Product as is at the new price of the Product as mutually agreed between the Buyer and the Seller.
- (c) If the Buyer does not agree to accept the Product which does not conform with the Seller description, the Seller is obligated to pick up the Product from the Oskelly premises at his risk office and at his sole expense during Oskelly normal working hours.
- (d) The Seller is solely responsible to the Buyer for the non-delivery of Product which does not conform with the Product description. If the Seller does not ensure the removal of the Product from the Oskelly premises within seven (7) business days from the date of receipt from Oskelly of the Oskelly notification to remove the Product, Oskelly has the right to charge a storage fee of 0.5% (zero point five percent) per day of the value of the Product as indicated by the Seller in the description of the Product on the Site, and in the future deem the Product to have been abandoned and dispose of the Product in accordance with the procedure provided for in Section 17 hereof.
- (e) If the Buyer refuses to accept the Product twice or does not contact the delivery courier, the Seller is obligated to pick up the Product from the Oskelly premises at his risk and at his own expense during Oskelly's normal working hours within seven (7) working days from the date of receipt of the request from Oskelly. If the Seller does not ensure the removal of the Product from the Oskelly office within the specified period, Oskelly has the right to charge a fee for the storage of the Goods in the amount of 0.5% (zero point five percent) per day of the value of the Goods indicated by the Seller in the description of the Product on the Site, and deem the Product to have been abandoned and further dispose of the Product in accordance with Section 17 hereof.

13.5.10 If Oskelly is not prepared, for whatever reason, to express an opinion on the originality of the Product based on the results of the examination, Oskelly shall not be entitled to charge the Seller a fine in the amount of the commission or agency fee for providing counterfeit goods for sale. At the same time, the sale of such Product on the Site is not carried out, the Seller is obligated to pick up the Product from the Oskelly premises during Oskelly's normal working hours in accordance with the procedure provided for in Clause 13.5.9 (d) and (e) hereof.

13.6 Payment For The Product; Delivery

13.6.1 The cost of the Product is indicated by the Seller on the Site in the description of the Products.

13.6.2 After the Seller confirms his readiness to sell the Product, Oskelly will temporarily on behalf of the Seller block the Buyer's funds on its bank account in the amount of the cost or value of the Product

and additional services, if additional services were added by the Buyer to the order, in accordance with the payment information entered by the Buyer.

13.6.3 The cost of the Product and any additional services shall be debited from the Buyer's bank account and credited to the Oskelly bank account after the Product has successfully passing the examination of the Product by Oskelly.

13.6.4 The date of payment is the date when funds are debited from the Buyer's account. Oskelly is entitled to a commission payment and participates in settlements on the basis of an Agency Agreement which has been separately concluded between Oskelly and the Seller.

13.6.5 Delivery of the Product to the Buyer is carried out only after receipt of payment.

13.6.6 In case of a negative expert opinion in respect of the Product, Oskelly shall returns the money paid for the Product within five (5) working days from the date of signing the Act by a specialist.

13.6.7 If the Seller and the Buyer mutually agree in a separate good faith negotiation to reduce the price or value of the Product before the transfer of the Product, Oskelly shall return to the Buyer the difference between the amount paid by the Buyer and the new value of the Product within five (5) working days from the date of notification of the price or value change.

13.6.8 Oskelly is not liable to compensate Buyer claims related to the quality, assortment or quantity of the Product.

13.6.9 If the Seller and the Buyer have mutually agreed upon an increase in the price or value of the Product before the transfer of the Product, the Buyer shall transfer to Oskelly the difference between the amount already paid and the new price or value of the Product within 5 (five) working days from the date of notification of the price change. If the Buyer does not make the additional payment specified in this sub-section, the contract of sale between the Seller and the Buyer shall be deemed to have been terminated.

13.6.10 Oskelly shall transfers funds for the Product to the Seller using the functionality of the Site within three (3) working days from the date of confirmation of the correctness of the data specified in the Agent's Report, in accordance with the separate Agency Agreement between Oskelly and the Seller.

13.6.11 Oskelly does not use cash register equipment and does not knock out receipts when selling Product from a Non-professional or private Sellers.

13.6.12 The Buyer, using the functionality of the Site, has the right to offer the Seller a lower price for the Product than the price last indicated in the advertisement. In this case, the Seller may within its sole and absolute discretion agree or reject the price of the Product offered by the Buyer.

13.6.13 The minimum cost of the Goods, with the exception of those placed in the sections "Beauty", "Home", on the Site is 500 AED. The amount of the order for the Goods placed in the "Beauty", "Home" sections must be at least 500 AED from one Seller.

13.6.14 The Buyer has access to the functionality of tracking price changes on the Site.

13.7 Concierge Service

13.7.1 The Buyer may submit a request to Oskelly for the sourcing of a Product in which the Buyer is interested (the “**Buyer Order**”). Oskelly, as part of the Concierge Service, would be prepared to search for potential sellers of such Product who would purchase the Product for further sale to the Buyer.

13.7.2 Oskelly would place the Buyer Order on the Site indicating the brand of the Product, the exact characteristics, and would use best efforts to find a Seller and agree the terms of the possible sale with the Seller.

13.7.3 After placing the Buyer Order, funds for the purchase of the Product would be temporarily blocked on the Buyer’s account.

13.7.4 The Seller, in the event he is interested in fulfilling the Buyer’s Order and has identified an opportunity to procure this Product, will communicate to Oskelly his consent to conclude an agreement with the Buyer (“**Statement of Readiness**”).

13.7.5 Upon receipt of the Statement of Readiness from the Seller, Oskelly shall notify the Buyer by sending a link to the item card on the Site.

13.7.6 Upon dispatch of the Statement of Readiness from the Seller, Oskelly shall arrange for the debiting of the agreed purchase price from the Buyer’s account.

13.7.7 Subject to the terms as set forth in Section 13.7.8 hereof, Oskelly will ensure to the best of its ability and within its reasonable control that the Seller shall use the funds received from the Buyer to purchase the Product as specified in the Buyer’s Order. The Seller will be obligated to notify Oskelly when the Buyer’s Order has been fulfilled, including the delivery time of the Product. The delivery period of time will be approximately fourteen (14) business days to three (3) months.

13.7.8 In the event that it is impossible to fulfill the Buyer’s Order or if the delivery term is violated, the Seller will be obligated to immediately notify Oskelly, in which case Oskelly will arrange a refund to the Buyer. A refund of the price by Oskelly to the Buyer is the sole and exclusive remedy and Oskelly shall in no way be held liable for any other direct or indirect claims, losses or damages for the failure to procure the Product as identified in the Buyer’s Order.

14. Delivery Of The Goods

14.1 Within twenty-four (24) hours from the date of acceptance of the positive expert opinion or confirmation by the Buyer of the new price of the Product, Oskelly shall prepare the Product for delivery.

14.2 Delivery of the Product is carried out by Oskelly by means of courier or transport companies to the address as specified by the Buyer.

14.3 The cost of delivery of the Product is exclusively borne by the Buyer and the Buyer shall pay for the delivery on the terms displayed on the Site when adding Product to the cart.

14.4 The Buyer is solely responsible for the provision of incorrect information, which prevents the Seller from properly fulfilling its obligations to the Buyer, as well as which prevents Oskelly from delivering the Product.

14.5 The delivery obligation shall be deemed to have been fulfilled at the time of execution by the Buyer of the shipping document. The document can be placed as a scanned copy on a mobile device.

14.6 Information about the status of the order is placed in the Personal Account of the Buyer. Information about the approximate delivery time is set forth on the Site or shall be separately agreed between the Parties.

14.7 Oskelly shall make every effort to comply with the agreed delivery dates but is not responsible for any delivery delays that arise through no fault of its own.

14.8 In the event of the Buyer's refusal to accept the Goods / failure to contact the courier carrying out the delivery, the Buyer shall be obligated to reimburse Oskelly for the delivery cost in the pre-agreed amount of 30 AED (in case of local Goods) or 100 AED (in case of imported Goods) and the cost of pre-sale preparation of the Product in the amount of 50 AED. The Parties are in agreement that such pre-agreed Oskelly expense may be deducted from Oskelly funds to be transferred to the Buyer.

15. Acceptance of the Goods

15.1 Upon delivery, the Product shall be handed over to the Buyer or a Buyer representative (“**Recipient**”) located at the address as specified by the Buyer. The Person delivering the Goods is not obligated to check the Recipient's authorization to receive the Product if the Recipient is present at the delivery address.

15.2 If the Seller is a non-professional private individual; the Buyer has no right to refuse to receive the Product.

15.3 The Buyer undertakes to ensure the proper acceptance of the Product. When receiving the Product, the Buyer (Recipient) is obligated to inspect the Product for the presence and integrity of the packaging. In case of damage to the packaging and other defects, the Buyer (Recipient) is obligated to promptly make appropriate notes in the shipping documents or submit a separate notification on damage to the packaging. Otherwise, subsequent claims of incompleteness or damage to the Product will not be accepted by the Seller.

15.4 The Buyer (Recipient) is obligated to accept the Product by name, quantity and assortment at the time of its acceptance.

15.5 Upon acceptance of the Product, the Buyer (Recipient) confirms with his signature on the bill of lading and/or other shipping document that he has no claims to the appearance, name, quantity and completeness of the Product, and is also familiar with the rules of return/exchange of the Product.

15.6 If at the time of acceptance of the Product the Buyer refuses the Product, he is obligated to immediately notify Oskelly about this in writing.

15.7 The right of ownership and the risk of accidental loss, loss or damage of the Product passes to the Buyer from the moment of transfer of the Product to the Buyer or Recipient.

15.8 If there are claims to the appearance and completeness of the Product, the Buyer may refuse to purchase the Product before the transfer of the Product. If there are other claims, the Buyer does not have the right to refuse to purchase the Product from a non-professional private seller until the moment

of transfer of the Product. The Buyer has the right to make claims to the appearance of the delivered Product only before the transfer of the Product.

15.9 References to the contamination of the Product, insufficient illumination of the premises, haste on the part of the Seller's forwarders and other reasons are not grounds for the Buyer's failure to fulfill its obligations.

15.10 The delivery of Product by courier is carried out by a representative of the courier service only on the premises.

16.Return and exchange of Goods

16.1 The terms of return and exchange of Product is different, depending on the private or professional status of the Seller.

16.2 Rules related to sales by a Professional Seller

16.2.1 The Buyer has the right to refuse the Product in the event that it is non-conforming for any reason, at any time before its transfer, as well as after the transfer within three (3) calendar days, not counting the day of its purchase. A product of proper quality shall be deemed to be a Product that fully corresponds to the description of the Seller.

16.2.2 The Buyer does not have the right to return or exchange goods of proper quality placed in the sections "Beauty", "Home" and other sections of the Site, underwear products, hosiery products, and swimwear.

16.2.3 In order to return the Product, it is necessary that:

- a) The product was not used, its consumer properties, presentation, packaging, seals, labels, as well as a commodity or cash receipt, documentation for the Product were preserved.
- b) The product was a good quality product (serviceable, had no dents, cracks, scratches, chips and other mechanical damage, except for defects as indicated by the Seller on the Site).
- c) The "seal" applied by Oskelly during the pre-sale preparation was preserved on the Product. Removing the "seal" means the commencement of the use of the Product.

16.2.4 A claim or application for the return of Product is sent to the Seller using the functionality of the Site.

16.2.5. Return is made for the cost of the Product minus import duties. The cost of returning the Product is borne by the seller.

16.3 The Rules related to a Non-Professional Seller

The return or exchange of the Product is not possible after receipt by the Buyer.

17.Disposal Of Goods

17.1 Oskelly has the right to charge a fee for the storage of Product in the amount of 0.5% (zero point five percent) per day of the value of the Product as indicated by the Seller in the description of the Product on the Site, if the Seller does not ensure the removal of Product, which has not been accepted

by the Buyer or which has failed to pass the Oskelly examination, from the premises of Oskelly during the normal working hours of Oskelly in accordance with the agreed deadlines.

17.2 Oskelly will store the Product for a maximum of thirty (30) calendar days, during which time it will send out two (2) notifications to the Seller requesting the pick-up and removal of the Product.

17.3 If the Seller fails to pick up and remove the Product within the period specified in Section 17.2, Oskelly has the right to dispose of the Product without liability within its sole and exclusive discretion.

17.4 Upon the Seller's request, Oskelly may provide the Seller with a notification in writing confirming the fact of disposal of the Product within sixty (60) calendar days from the date of receipt of such request.

This Terms of Use version 1 was last revised effective 01.03.2023.