

This User Agreement is effective upon acceptance for those users who accept it through registration of an account at [www.elite-systems.auction](http://www.elite-systems.auction) ('ESA'). Version 1.1 Date 24<sup>th</sup> May 2024 (Updated 18<sup>th</sup> Aug '24)

## 1. Introduction

**This User Agreement, the ESA [User Privacy Notice](#) and all policies posted on our sites set out the terms on which ESA offers you access to and use of our sites, services, applications and tools (collectively 'Services'). You agree to comply with all of the above when accessing or using our Services. For information regarding the processing of personal data, please see our [User Privacy Notice](#).**

- 2.1 Wherever you reside, you are entering into a contract with Elite Revivals Ltd, 49 Sandfield Meadow, Lichfield, WS13 6NH, United Kingdom.
- 2.2 Private seller fees for using our Services are currently waived and business seller fees for using our Services are currently waived. We may change our fees or introduce new fees from time to time by posting the changes on the ESA site 30 days in advance. You may close your account without penalty within 30 days of such notice being given.

## 2. About ESA

ESA is a marketplace that allows users to offer, sell and buy just about anything in a variety of pricing formats and locations.

ESA is not involved in the actual transaction between buyers and sellers. The contract for the sale is directly between buyer and seller. ESA is not a party to the transaction and is not a traditional auctioneer. ESA does not have possession of anything listed or sold through ESA.

While we may provide pricing, postage, listing and other guidance in our Services, such guidance is solely informational and you may decide to follow it or not. ESA does not review users' listings or content. While we may help facilitate the resolution of disputes through various programmes, ESA has no control over, and, unless expressly provided, does not guarantee the existence, quality, safety or legality of, items advertised; the truth or accuracy of users' content, listings; the ability of sellers to sell items; the ability of buyers to pay for items; or that a buyer or seller will actually complete a transaction.

## 3. Using ESA

In connection with using or accessing the Services you will not:

- 3.1 post, list or upload content or items in inappropriate categories or areas on our sites;
- 3.2 breach or circumvent any laws, third-party rights or our systems or policies;
- 3.3 sell any counterfeit items or otherwise infringe the copyright, trademark or other rights of third parties;
- 3.4 use our Services if you are not able to form legally binding contracts (for example if you are under 18), or are temporarily or indefinitely suspended from using our Services or are a person with whom transactions are prohibited under economic or trade sanctions;

- 3.5 fail to pay for items purchased by you, unless you have a valid reason as set out in an ESA policy, for example, where the seller has materially changed the item's description after you bid, a clear typographical error is made, or you cannot contact the seller;
- 3.6 fail to deliver items sold by you, unless you have a valid reason as set out in an ESA policy, for example the buyer fails to comply with the terms posted in your listing, or you cannot contact the buyer;
- 3.7 manipulate the price of any item and/or interfere with any other user's listings;
- 3.8 fail to comply with laws and applicable guidance on sale pricing and promotion of items, where applicable;
- 3.9 post false, inaccurate, misleading, defamatory, libellous or illegal content;
- 3.10 transfer your ESA account and username to another party without our consent;
- 3.11 share your log in credentials with any third parties;
- 3.12 distribute or post spam, unsolicited or bulk electronic communications, chain letters, or pyramid schemes;
- 3.13 use the contact information of other users for any purpose other than in relation to a specific ESA transaction on the ESA site (which includes using this information to send marketing materials directly to ESA users unless the user has given explicit consent to receiving these materials);
- 3.14 distribute viruses or any other technologies that may harm ESA, or the interests or property of ESA users;
- 3.15 use any robot, spider, scraper, data mining tools, data gathering and extraction tools, or other automated means to access our Services for any purpose, except with the prior express permission of ESA;
- 3.16 bypass our robot exclusion headers, interfere with the working of our Services, or impose an unreasonable or disproportionately large load on our infrastructure;
- 3.17 export or re-export any ESA application or tools except in compliance with the export control laws of any relevant jurisdictions and in accordance with posted rules and restrictions;
- 3.18 infringe the copyright, trademark, patent, moral, database or other intellectual property rights (collectively, "Intellectual Property Rights") that belong to or are licensed to ESA. Some, but not all, actions that may be infringement are reproducing, performing, displaying, distributing, copying, reverse engineering, decompiling, disassembling, or preparing derivative works from content that belongs to ESA or someone else;
- 3.19 infringe any Intellectual Property Rights that belong to third parties affected by your use of the Services or post content that does not belong to you;
- 3.20 commercialise any ESA application or any information or software associated with such application except with the prior express permission of ESA;
- 3.21 harvest or otherwise collect or use information about users, such as email addresses, without their consent; or
- 3.22 circumvent any technical measures we use to provide the Services.

If you are registering with ESA as a business entity or on behalf of a business entity, you represent that you have the authority to legally bind that entity. If you are trading as a business on ESA, you must comply with all applicable laws relating to online trading for the site you are selling on

You agree that we will commence supplying our Services to you as soon as you accept this User Agreement. You can cancel this User Agreement under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. Business users can cancel this User Agreement by contacting us. We may recoup the cost of any Services provided up to the point of cancellation.

If (1) we believe you are violating the policy on offering to buy or sell outside ESA, you may be subject to a range of actions, including limits on your buying and selling privileges, restrictions on listings and account features, suspension of your account, application of fees for the introduction of seller to buyer, and recovery of expenses for policy monitoring and enforcement; and (2) you are a seller and you offer or reference your contact information or ask for the buyer's contact information in the context of buying or selling outside of ESA, you will be liable for all fees in consideration for the introduction to a buyer for that item on the ESA site, even if the item does not sell.

We may cancel unconfirmed accounts or accounts that have been inactive for a long time or modify or discontinue our Services.

Additionally, we reserve the right to vary or terminate all or part of our Services and/or not provide all or part of our Services to anyone for any reason and/or period of time, at our discretion.

#### **4. Abusing ESA**

Without limiting other remedies, we may limit, suspend, or terminate your user account(s) and access to our Services, restrict or prohibit access to, and your activities on, our Services, cancel bids, remove or demote or otherwise restrict the visibility of listings, delay or remove hosted content, remove any special status associated with the account, reduce or eliminate any discounts, and take technical and legal steps to keep you from using our Services if:

- 4.1 we think that you are creating problems or possible legal liabilities for us, our users, suppliers or other third parties;
- 4.2 we think that such restrictions will improve the security of the ESA community or reduce our or another ESA user's exposure to financial liabilities;
- 4.3 we think that you are infringing the rights of third parties;
- 4.4 we think that you are acting inconsistently with the letter or spirit of this User Agreement or our policies or abuse our employees or users;
- 4.5 despite our reasonable endeavours, we are unable to verify or authenticate any information you provide to us; or
- 4.6 you fail to make, or it is evident that you are unable to make, full payment of any fees due for our Services by your payment due date.

We may offer a process allowing users to report claimed violations for us to consider and handle through one or more of these options, all in our sole discretion.

When a buyer or seller issue arises we may consider the user's performance history and the specific circumstances in applying our policies. We may choose to be more lenient with policy enforcement, and to do the right thing for both buyers and sellers.

#### **5. Fees**

Private seller fees for using our Services are currently waived and business seller fees for using our Services are currently waived. We may change our fees or introduce new fees from time to time by posting the changes on the ESA site 30 days in advance. You may close your account without penalty within 30 days of such notice being given.

If you are a seller, you are liable for transaction fees arising out of all sales made using some or all ESA Services, even if sales terms are finalised or payment is made outside of ESA. In addition, if you are a seller and you offer or reference your contact information or ask for a buyer's contact

information, you may be liable to pay a fee in consideration for the introduction to a buyer for that item on the ESA site, even if the item does not actually sell. In some cases, where buyers receive supplemental Services for items in certain categories, for example authentication, we may also charge those buyers for such supplemental Services.

You are required to have a valid payment method on file when selling on ESA. If your payment method fails or your account is overdue, we may collect fees owed by charging other payment methods on file and retaining collection agencies or legal counsel.

You authorise ESA to automatically charge your chosen payment method in accordance with this User Agreement and the applicable billing agreement(s) you agree to when setting up or changing your payment method, for future charges and fees incurred in relation to the Services. This includes, but is not limited to, amounts owed for ESA fees. ESA will notify you of these charges. If payments or amounts owed to ESA cannot be completed through the payment method on file for any reason, you are still required to pay ESA for all unpaid amounts and ESA reserves the right to seek reimbursement through other means plus any additional costs incurred by ESA in seeking reimbursement. You can change your payment method in My ESA at any time.

Seller fees don't purchase exclusive rights to item exposure on ESA whether on a web page, mobile app, or otherwise. We may display third-party advertisements (including links and references thereto), ESA advertisements (such as for ESA programmes), or other content in any part of our Services, at our sole discretion.

## **6. Listing Conditions**

When listing an item, you agree to comply with the rules for listing and selling practices policies, and that:

- 6.1 you are responsible for the accuracy, content and legality of the item listed including listing content created using tools offered by ESA or third parties such as translation, image editing, and generative artificial intelligence tools, and agree to list in accordance with the prohibited and restricted items policy and all other relevant policies;
- 6.2 your listing may not be immediately searchable by keyword or category for up to 24 hours. ESA does not guarantee exact listing durations;
- 6.3 when you create fixed-price listings, these will renew automatically once and based on the listing terms at the time, until the quantities sell out or until you cancel the listing. The exact day of the month that the renewal takes place depends on the initial listing start date;
- 6.4 unless otherwise specified by law, you are responsible for all taxes (including but not limited to the tax amount itself, as well as any penalties, fines, charges, or late payment interest) related to your sales on the ESA site, where applicable, and you agree to use the Services in accordance with the tax policy. To the extent possible under English law, you shall pay to us as a debt on demand all costs incurred by us, including but not limited to tax, penalties and interest, levied by any competent tax authority due to your failure to provide a valid VAT registration number and/or your failure to pay any such taxes, penalties or interest;
- 6.5 content that violates any of ESA's policies may be modified, obfuscated or deleted at ESA's discretion;
- 6.6 in accordance with the listing with the ESA catalogue policy, we may revise product data associated with listings to supplement, remove, or correct information;
- 6.7 ESA, at its sole discretion, may add content to listings, for example, a video to advertise ESA programmes and/or Services;

- 6.8 we strive to create a marketplace where buyers find what they are looking for. Therefore, the appearance or placement of listings in search and browse results will depend on a variety of factors, including, but not limited to:
  - 6.8.1 location, search query, browsing site and history;
  - 6.8.2 item's location, listing format, price and shipping cost, terms of service, end time, history, and relevance to the user query;
  - 6.8.3 seller's history, including listing practices, Detailed Seller Ratings, ESA policy compliance, Feedback, and defect rate; and
  - 6.8.4 number of listings matching the buyer's query
- 6.9 to drive a positive user experience, a listing may not appear in some search and browse results regardless of the sort order chosen by the buyer;
- 6.10 some advanced listing upgrades may only be visible on certain ESA Services;
- 6.11 listing upgrades may be paid-for benefits that can affect the appearance or placement of listings in the search and browse results, for example promoted listings;
- 6.12 ESA's duplicate listing policy listing may also affect whether your listing appears in search results;
- 6.13 meta-tags and URL links that are included in a listing will be removed or altered so as to not affect third-party search engine results;
- 6.14 we may provide you with optional recommendations to consider when creating your listings. Such recommendations may be based on the aggregated sales and performance history of similar sold and current listings; results will vary for individual listings. To drive the recommendations experience, you agree that we may display the sales and performance history of your listings to other sellers;
- 6.15 ESA advertises the Services and provides other ESA companies and third parties with access to your listings and content for this purpose. This includes, for example, the display of listings and content of users on price comparison sites or third-party advertising placements;
- 6.16 artificial intelligence-based tools may be used by ESA or offered to you to use; the availability and accuracy of these tools and content are not guaranteed;
- 6.17 ESA may make additional services available to buyers such as warranty extensions and other insurance or assembly and installation services. You are permitted to offer your own additional services (such as guarantees or assembly and installation services) if you do so in accordance with this User Agreement and applicable laws. You are responsible for determining whether your additional services are compatible with any comparable additional services offered by ESA or by any ESA partners.

## **7. Purchase Conditions**

When buying an item, you agree to comply with the rules for buyers and that:

- 7.1 you are responsible for reading the full item listing before making a bid or commitment to buy;
- 7.2 unless otherwise expressly stated by ESA on the site, you enter into a legally binding contract to purchase an item when you commit to buy an item, or if you have the winning bid (or your bid is otherwise accepted);
- 7.3 where expressly stated by ESA on the site, a bid or offer is not binding, but expresses a buyer's serious interest in the item and is subject to contract;
- 7.4 if you purchase an item on an ESA site other than ESA you are subject to the User Agreement of that other ESA site solely with respect to that particular purchase.

## **8. International buying, selling and translation**

Many of our Services are accessible internationally. We may offer certain programmes, tools, and site experiences of particular interest to international sellers and buyers, such as estimated local currency conversion and international shipping calculation tools. Sellers and buyers are responsible for complying with all laws and regulations applicable to the international sale, purchase, and shipment of items.

Your items may be listed on one or more of ESA's international sites in addition to ESA. You may stop your listings from appearing on international sites by excluding international postage locations from your listings. By selecting international postage you authorise ESA, in its discretion, to display your listings on ESA sites other than the original listing site but acknowledge that your listings may not appear on some or all of these sites.

When you sell your items internationally or purchase an item on an ESA site that is different from your registration site, you are subject to the User Agreement and applicable policies of that other ESA site with respect to that particular purchase, as detailed in the international selling policy.

For sellers, you agree that we may display your listing for sale on an ESA site other than the site where you listed your item for sale, based on your shipping settings. You may adjust these settings as detailed in the international selling policy. If you list your items with an international shipping option, the appearance of your listings on sites other than the listing site is not guaranteed. If you sell an item on an ESA site that is different from your registration site, you are subject to the User Agreement and applicable policies, including any buyer protection programmes, of that other ESA site with respect to that particular sale, as detailed in the international selling policy.

You authorise us to use automated tools to translate your ESA content and member to member communications, in whole or in part, into local languages where such translation solutions are available. We may provide you with tools which will enable you to translate content at your request. The accuracy or availability of any translation is not guaranteed.

## **9. Content**

When providing us with content (including causing content to be posted using our Services), you grant us a non-exclusive, worldwide, perpetual (or for the duration of any copyright or other rights in such content), irrevocable, royalty-free, sublicensable (through multiple tiers) right to use the content (including, without limitation, creating and using derivative works). We may in particular use your content, including any photographs you upload, for marketing and promotional purposes. This includes (i) offering it to other sellers to use in their listings, and (ii) displaying it to other ESA users as part of the browsing experience on ESA. We will also be allowed to keep a copy of any content (including photographs) you upload in our product catalogue for subsequent use for these purposes.

You authorise us to exercise any and all copyright, trademark, publicity, database or other intellectual property rights you have in or to the content in any media known now or developed in the future for these purposes. Further, to the fullest extent permitted under applicable law, you waive your moral rights in the content and promise not to assert such rights or any other intellectual property rights you have in the content against us, our sublicensees or our assignees.

We may offer catalogue and/or product data (including images, descriptions and specifications) that are provided by third parties (including ESA users). You may use that content solely in your ESA listings during the time your listings are on ESA's sites. That permission is subject to modification or revocation at any time at ESA's sole discretion.

We try to offer reliable data, but cannot promise that the content provided through the Services will always be available, accurate, complete and up-to-date. You agree that ESA is not responsible for examining or warranting the listings or content provided by third parties through the Services, and that you will not hold or attempt to hold us or our product data providers liable for inaccuracies. If you choose to use catalogue content and/or product data in connection with your listings, you agree to ensure that the content directly associated with your listings is and remains accurate, and that you continue to fully comply with this User Agreement and all ESA policies. The catalogue and product data include copyrighted, trademarked and other proprietary materials. You agree not to remove any copyright, proprietary or identification markings in the catalogue or product data or create any derivative works based on that data (other than by including the data in your listings).

The name "ESA" and other ESA marks, logos, designs and phrases that we use in connection with our Services are trademarks, service marks, or trade dress of ESA in the UK and other countries. They may not be used unless expressly authorised by ESA in writing.

## **10. Data protection and Privacy**

- 10.1 You and ESA shall process personal data received under and/or in connection with this User Agreement each as a separate and independent controller. In no event will ESA and you process personal data under and/or in connection with this User Agreement as joint controllers or in a controller-to-processor relationship. As such separate and independent controllers, you shall be individually and separately responsible for complying with the obligations that apply to you as a controller under applicable data protection laws.
- 10.2 You shall comply with your obligations under applicable data protection laws (including but not limited to Regulation (EU) 2016/679 (EU General Data Protection Regulation "GDPR") as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018, and as subsequently amended) and supplementing local data protection laws. This includes, but is not limited to, the obligation to provide appropriate safeguards for the transfer of personal data to a third country or an international organisation.
- 10.3 You shall process personal data received from ESA exclusively for the purpose(s) you received the personal data under and/or in connection with this User Agreement. You shall erase the personal data received under this User Agreement immediately after the respective purpose(s) has/have been fulfilled. Any further processing of the personal data is not permitted except when legally required (e.g. if a retention obligation applies).
- 10.4 Failure to abide by the aforementioned obligations may result in disciplinary action up to and including account suspension.
- 10.5 As part of the Services, ESA has access to various information about users, including personal data. This includes information that users submit to ESA as part of the Services (such as contact information or item descriptions) as well as information that is generated by the provision and processing of the Services (such as ratings, sales analysis or communication).
- 10.6 Via My ESA and, upon request, via selling tools, you receive information which is necessary for the processing of transactions (in particular, the contact information of the other user involved in a transaction) as well as aggregated information on the performance and analysis of your listings, which are partly related to the data of other users of the Services (such as number of impressions of a listing, conversion rate or return rate).
- 10.7 ESA only shares information about users with third parties if this is necessary for the provision of the Services or if ESA is legally or contractually entitled to do so.
- 10.8 Upon expiry of this User Agreement, we will delete the information you provided, or which was generated through your use of the Services from your ESA account. Regardless, we maintain this information after the expiry of the User Agreement if we are legally obliged or

have a legitimate interest to do so. We will generally maintain aggregated data generated using the Services (e.g. statistics about sales in a category) upon expiry of the User Agreement.

- 10.9 For information regarding the processing of personal data by ESA, including sharing such data with third parties and your rights as a data subject, please see our [User Privacy Notice](#).

## **11. Restricting Funds**

The payment terms of use stipulate that the responsible ESA payment entity may temporarily place a hold on your funds in certain cases upon our notification. When, under what conditions and for how long such a hold can be placed is determined by the regulations on holds in the payment terms of use.

## **12. Additional Terms**

### **Recommendations**

ESA may offer personalised recommendations to you to provide a relevant and engaging experience, helping you sell or buy items of interest to you. These recommendations may consider data related to your ESA activity, the item, and seasonality, among other factors.

## **13. Liability**

We try to keep ESA and its Services safe, secure, and functioning properly, but we cannot guarantee the continuous operation of or access to our Services. Bid update and other notification functionality in ESA's Services may not occur in real time. Such functionality is subject to delays beyond ESA's control.

We (including our parent, subsidiaries, affiliates, directors, agents and employees) shall not be liable to you in contract, tort (including negligence) or otherwise for any business losses, such as loss of data, profits, revenue, business, opportunity, goodwill, reputation or business interruption or for any losses which are not reasonably foreseeable by us arising, directly or indirectly from:

- 13.1 your use of or your inability to use our Services;
- 13.2 pricing, postage or other guidance provided by ESA;
- 13.3 delays or disruptions in our Services;
- 13.4 viruses or other malicious software obtained by accessing, or linking to, our Services;
- 13.5 glitches, bugs, errors, or inaccuracies of any kind in our Services;
- 13.6 damage to your hardware device from the use of any ESA Service;
- 13.7 the content, actions, or inactions of third parties, including items listed using our Services or the destruction of allegedly fake items;
- 13.8 a suspension or other action taken with respect to your account or breach of the abusing ESA section;
- 13.9 the duration or manner in which your listings appear in search results as set out in the listing conditions section; or
- 13.10 your need to modify practices, content, or behaviour or your loss of or inability to do business, as a result of changes to this User Agreement or our policies.

Some jurisdictions do not allow the disclaimer of warranties or exclusion of damages, so such disclaimers and exclusions may not apply to you. This is especially so if you are a consumer.



You accept sole responsibility for the legality of your actions under laws applying to you and the legality of any items you list on any of our sites.

Although we use techniques that aim to verify the accuracy and truth of the information provided by our users, user verification on the internet is difficult. ESA cannot and does not confirm, and is not responsible for ensuring, the accuracy or truthfulness of users' purported identities or the validity of the information which they provide to us or post on our sites.

Regardless of the previous paragraphs, if we are found to be liable, our liability to you or to any third party is limited to the greater of (a) the price the item sold for on ESA, (b) the amount of fees in dispute not to exceed the total fees which you paid to us in the 12 months prior to the action giving rise to the liability, or (c) £100.

Nothing in this User Agreement shall limit or exclude our liability for fraudulent misrepresentation, for death or personal injury resulting from our negligence or the negligence of our agents or employees, or for any other liability that cannot be limited or excluded by law.

#### **14. Compensation**

You will compensate us in full (and our officers, directors, agents, subsidiaries, joint ventures and employees) for any losses or costs, including reasonable legal fees, we incur arising out of any breach by you of this User Agreement, your improper use of ESA's Services or your breach of any law or the rights of a third party.

#### **15. Legal Disputes**

If a dispute arises between you and ESA, we strongly encourage you to first contact us directly to seek a resolution by contacting customer support. ESA customer service is available free of charge for every user to submit complaints and other inquiries. We will consider reasonable requests to resolve the dispute through alternative dispute resolution procedures, such as mediation or arbitration, as alternatives to litigation. Any claim, dispute or matter arising under or in connection with this User Agreement shall be governed and construed in all respects by the laws of England and Wales. You and ESA both agree to submit to the non-exclusive jurisdiction of the English courts. In simple terms, "non-exclusive jurisdiction of the English courts" means that if you were able to bring a claim arising from or in connection with this User Agreement against us in court, an acceptable court would be a court located in England, but you may also elect to bring a claim in the court of another country instead. English law will apply in all cases.

#### **16. General**

If any provision of this User Agreement is held to be invalid, void or for any reason unenforceable, such provision shall be struck out and shall not affect the validity and enforceability of the remaining provisions.

You agree that we may at any time and without notice set-off any of the amounts held in ESA user accounts held or controlled by you with any fees, charges or other amounts you owe us and (unless prevented by insolvency law) any such amounts you owe other members of the ESA group (including, without limitation, in respect of any services provided by any member of the ESA group).

Our right to set-off means that we may deduct such fees, charges or other amounts mentioned in this paragraph from an ESA credit balance held or controlled by you.

We may assign our rights and obligations under this User Agreement in accordance with the below (but without your prior express consent), provided that we assign the User Agreement on the same terms or terms that are no less advantageous to you.

Headings are for reference purposes only and do not limit the scope or extent of such section. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. We do not guarantee we will take action against all breaches of this User Agreement.

If you have a dispute with one or more users, you release us (and our affiliates and subsidiaries, and our and their respective officers, directors, employees and agents) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes.

We may amend this User Agreement at any time by email, or via the message section of My ESA or by posting the amended terms on [www.elite-systems.auction](http://www.elite-systems.auction). All amended terms shall automatically be effective 30 days after they are initially posted. Your continued use of our Services after the effective date of these amended terms constitutes your acceptance of them.

This User Agreement may not be otherwise amended except through mutual agreement by you and an ESA representative authorised to do so.

The policies posted on our sites may be changed from time to time. Changes take effect when we post them on the ESA site.

No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this User Agreement. A person who is not a party to this User Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this User Agreement but this does not affect any right or remedy of a third party specified in this User Agreement or which exists or is available apart from that Act.

The User Agreement and all policies posted on our site are the entire agreement between you and ESA and supersede all prior understandings and agreements of the parties.

The following Sections survive any termination of this User Agreement: Fees (with respect to fees owed for our Services), Content, Managed Payments, Liability, Compensation, Legal Disputes and the release contained in this General section. Legal notices shall be served by registered mail to Elite Revivals Limited, 49 Sandfield Meadow, Lichfield, WS13 6NH, United Kingdom. We shall send notices to you by email to the email address you provide to ESA during the registration process. Notice to you shall be deemed given 24 hours after the email is sent, unless the sending party is notified that the email address is invalid. Alternatively, we may give you legal notice by registered mail to the address provided during the registration process. Notices sent to either party by registered mail shall be deemed to have been received by that party three days after the date of mailing.

Acknowledgement: This document draws heavily on the User Agreement of eBay (UK) Limited, to whom we offer our grateful thanks.