

General Terms and Conditions of Use (GTCU) of the Platform

Millenium State

1. Object

- 1.1 Millenium State (hereinafter referred to as “**Millenium State**”) edits a numismatic auction platform, which is accessible on a website at <https://millenium-state.com> (and other domain names under sub-domains and sub-pages thereof registered in the name and/or on behalf of Millenium State) or in the form of a mobile application or mobile versions of these websites and intended to connect its Members to carry out transactions of purchase and sale of Objects on it (hereinafter referred to as the “**Platform**”).
- 1.2 The object of the present general terms and conditions of use (hereinafter referred to as “GTCU”) is to provide access to and the terms of use of the Platform to Members and non-Members. We invite every User (as defined below) to acquaint themselves with them attentively. The User understands and acknowledges that Millenium State is not a party to any agreement, contract or contractual relationship of any kind concluded between the Members and/or Non-Members of its Platform.
- 1.3 By clicking on the button “Login with Facebook” or “Registration by email”, the User acknowledges that they have read and accepted the entirety of the present GTCU.
- 1.4 The GTCU are applicable to all Users and any use of the Service or the Platform. By using the Service and/or by visiting the Platform and/or by accepting the present GTCU, the User approves these GTCU. The application of different general terms and conditions of use than the present GTCU is excluded.
- 1.5 Any User residing in a country for which no specific version of the present GTCU has been established accepts that the present generic version of the General Terms and Conditions shall always be applicable to the use of the Platform, even if the User accesses the Platform from a country or territory for which there is a specific version of the GTCU or if they register from such a country or territory and tick another version of the GTCU at the time of registration.
- 1.6 The present GTCU may be prepared in languages other than French and in the case of discrepancies or disagreements between the different language versions of the GTCU, the present generic version in French prevails, except for the cases where the differences between the present generic version of the GTCU and a specific version resulting from a provision of public order from which it cannot be derogated from. The Platform can also be established in different languages.

- 1.7 The User acknowledges and agrees that Millenium State is entitled to modify or supplement the GTCU at any time. The current and applicable version of the GTCU will be indicated on the Platform to Users during their use of the Service. If the updating of the GTCU results in a substantial modification of the rights and/or the obligations of the Users, Millenium State will inform them by e-mail, or will indicate these changes on the homepage of the Platform in a visible manner.
- 1.8 If the User continues to use the Service after the modification of the GTCU that are posted on the Platform, they irrevocably accept the modified or supplemented GTCU. If the User does not agree with the amended or supplemented GTCU, they can only use the Service and/or the Platform as a User and delete their Account (if the User is a Member).
- 1.9 The User agrees that the functions of the Service and the Platform may change at the initiative of Millenium State.

2. Definitions

In the present GTCU:

“**Subscription**” means Freemium, Premium and/or Millenium Subscription;

“**Freemium Subscription**” means a free monthly or annual subscription that is automatically subscribed to by a Member only by (i) registering on the Platform as a Member and (ii) creating an Account which provides them access to Freemium Services;

“**Millenium Subscription**” means a monthly or annual subscription subscribed to by a Member of the Platform which allows the Member to access the Millenium Services for a payment to Millenium State, the amount and terms of which are indicated on the Platform.

“**Premium Subscription**” means a monthly or annual subscription subscribed to by a Member of the Platform which allows the Member to access Premium Services for a payment to Millenium State, the amount and terms of which are indicated on the Platform.

“**Buyer**” means the Member who has entered into a Purchase Agreement with a Seller by means of the Platform;

“**Advertisement**” means an announcement related with an Object that is posted on the Platform by a Member;

“**Granting**” means the automated message sent via the Platform to the Buyer stating that they have made the highest bid among all bidders and have therefore entered into a Purchase Agreement with the Seller.

“**GTCU**” means the present general terms and conditions of use;

“**Member Content**” has the meaning attributed to it in the article 28.4;

“Purchase Agreement” means a purchase agreement concluded by means of the Platform between a Seller and a Buyer and related with an Object;

“Account” means the account that must be created in order to become a Member and to access certain Services offered by the Platform in accordance with the subscription to which the Member has subscribed to;

“Facebook Account” has the meaning attributed to it in the article 3.4 below;

“Explicit Confirmation of Receipt” has the meaning attributed to it in the article 11.1 below;

“Confirmation of Receipt by Evidence” has the meaning attributed to it in article 11.1 below.

“Silent Confirmation of Receipt” has the meaning attributed to it in article 11.1 below.

“Reasonable Period of Shipping” has the meaning attributed to it in the article 10.2 below;

“Personal Data” has the meaning attributed to it in the article 26.3 below;

“Intellectual Property Rights” means all intellectual property rights and the associated rights, such as copyrights, trademark rights, patent rights, model rights, trade name rights, database rights and related rights, as well as the rights to the know-how and related services.

“Auctions” means online auctions concerning the Objects of Sellers on the Platform during which Bidders may bid until the Granting of the object to the Buyer.

“Bidder” means any Member who bids on an Item posted on the Platform following an Advertisement and that is not the Buyer of that Item;

“Subscription Package” means a monthly or annual payment that gives the right to certain Services according to the Subscription subscribed to;

“Service Fee” has the meaning attributed to it in the article 7.1 below;

“Law on Data Protection” has the meaning attributed to it in the article 26.1 below;

“Member” means any natural or legal entity that is the User and that has created an Account on the Platform;

“Millenium State” has the meaning attributed to in the article 1 above;

“Total Cost of Purchase” means the amount that is automatically and immediately withdrawn from Wallet MS of the Buyer by Millenium State upon the Granting of the Object to this Buyer and which includes the Service Fee, VAT which may be due for the Service Fee, Purchase Price and shipping costs of the Object.

“Non-member” means any natural or legal entity that is a User, but that has not created an Account on the Platform.

“Object” means one or more of the following products put online by a Seller on the Platform: collectible coins, currencies (*“bullion”*), tender banknotes, collectible banknotes, medals and military decorations.

“Obstinacy” has the meaning attributed to it in the article 24.4 below.

“Information Tools” means all information on the Platform provided by Users, Members or Non-members made available or published by means of the Platform by Users, Members or Non-Members, in particular including (without limitation), Objects, description of Objects, pictures, specifications, notices, Advertisements, messages and/or offers.

“Penalty for Non-execution” has the meaning attributed to in the article 18.4 below.

“Penalty for Withdrawal” has the meaning attributed to it in the article 17.1 below.

“Platform” has the meaning attributed to it in the article 1 above;

“Privacy Policy” means the privacy policy of Millenium State that may be modified from time to time;

“Purchase Price” means the highest bid price offered by the Buyer among all offers of Bidders for a given Object as a part of an Auction and as confirmed by the Granting.

“Received Price” means the final price received by the Seller which corresponds to (1) shipping charges collected by the Seller (2) the Purchase Price after deducting (a) the Service Fees payable by the Seller to Millenium State and VAT payable for the Service Fees (as the case may be).

“Unilateral Withdrawal” has the meaning attributed to it in the article 17.1 below.

“Services” means the Freemium Services, Premium Services and/or Millenium Services supplied by Millenium State to its Members in accordance with the Subscription subscribed to by means of the Platform and as described on the Platform and in the GTCU;

“Freemium Services” means all services to which a Member who has subscribed to a Freemium Subscription has access to on the Platform, as described in detail on the Platform and in the GTCU;

“Premium Services” means all services to which a Member who has subscribed to a Premium Subscription has access to on the Platform, as described in detail on the Platform and in the GTCU;

“User” means every Member and/or Non-member.

“**Seller**” means the Member proposing one or more Objects to Buyers on the Platform for sale;

“**Wallet MS**” or “**MS Wallet**” means the online virtual portfolio where Members may deposit their own funds in connection with and for the purpose of entering into Purchase Contracts on the Platform.

3. Registration to the Platform and Creation of Account

Conditions of registration to the Platform

- 3.1 The use of the Platform is reserved for Members who are natural entities aged 18 or older and to Members that are legal entities. Any registration to the Platform by any minor person is strictly forbidden. By accessing, using or registering to the Platform every User who is a natural entity declares and guarantees that they are 18 years of age or older.

Creation of Account

- 3.2 The Platform allows Members to publish and consult Advertisements, as well as to interact with each other in relation with the Advertisements and to bid on the Objects. Every User can consult the Advertisements even if they are not registered as a Member on the Platform. On the other hand, the User who is Non-member cannot publish an Advertisement or bid on an Object or access or benefit from Services of the Platform without having previously created an Account and having become a Member. A User that is Non-member can only consult Advertisements.

- 3.3 The User that wishes to become a Member has to create an Account in the order described in detail below and on the Platform.

- 3.4 In order to create their Account the User can:

- (i) fill in all obligatory fields in the registration form that appears on the Platform;
- (ii) or to connect by means of the Platform to their Facebook account (hereinafter referred to as “**Facebook Account**”). By using this function described in the paragraph (ii), the Member understands that Millenium State will have access, will publish on the Platform and will preserve certain information from the Facebook Account of the aforementioned Member. At any moment the Member can remove the link between their Account and the Facebook Account by means of the section “Verifications” on their profile. In order to find out more about the use of data of Members concerning Facebook Account, every Member is invited to consult the Privacy Policy of Millenium State, as well as the one of Facebook.

- 3.5 In order to register on the Platform as a Member, every User must have read and accepted the present GTCU, as well as the Privacy Policy.

- 3.6 In the event of creation of the Account and regardless of the method chosen to do so, the User undertakes to provide accurate information that corresponds to the reality and to update it by means of their profile on their Account or by notifying

Millenium State in order to guarantee the relevance and accuracy during the full period of contractual relationships with Millenium State.

3.7 The User undertakes to keep the chosen password secret from the moment of creation of their Account and to do not disclose it to anybody. In the event of loss, fraudulent use by third parties or disclosure of password of the User's Account, the User undertakes to immediately inform Millenium State from the moment when they find out about it. The User acknowledges that they are and remain at any circumstances the only person responsible for the use of their Account by a third party. The User that connects to an Account with a user name and a correct password is considered as the User that has created this Account and that in fact uses this Account.

3.8 The User undertakes to do not create or use under their own identity or the one of third parties other Account apart from the one that the aforementioned User has initially created.

The User recognises and agrees that Millenium State reserves the right to modify the procedure of registration and connection, the password, the user name and/or certain information form the Account of the User each time that Millenium State believes that it is necessary for the interest of Millenium State, Members, third parties and/or functioning of the Service.

Verification

3.9 The User acknowledges and accepts that Millenium State can for the purposes of transparency, improvement of confidence or prevention or detection of fraud set up a system of verification of certain information that the User provides in their Account, including (without limitation) the phone number and e-mail address of the User, the identity document of the User and verification of bank details provided by the User.

3.10 The User acknowledges and accepts that any reference on the Platform or the Services to the "verified" information or the one under a similar term signifies only that another Member has succeeded in the existing procedure of verification on the Platform or the Services. This procedure of verification is intended to provide more information on another Member with which the aforementioned Member envisages to interact and/or conclude a Purchase Agreement, as the case may be. The User acknowledges and accepts that Millenium State does not guarantee neither the truthfulness, nor the reliability, nor the validity of information of Users subject to the procedure of verification.

4. Use of Services

Publication of Advertisements

4.1 Provided that the Member fulfills the following conditions, the Member can create and publish Advertisements on the Platform by indicating the correct, true, exhaustive information that corresponds to the reality concerning the characteristics of the Object put online on the Platform, as well as other useful information (such as, for example, the countries where the shipping of the goods is accepted, if not, the

countries where the shipping is not accepted, and if the Seller has Premium or Millenium Account they can indicate in what time zone they wish to stop the sale of the Object in order to attract a larger number of Buyers.

4.2 A Member is not authorised to publish an Advertisement, unless they fulfill cumulatively all of the following conditions:

- (i) the Member is the owner of the Object at the moment of putting online the Advertisement related with the Object up to the date of conclusion of the Purchase Agreement with the Buyer or if the Purchase Agreement is not concluded, up to the date of taking off of the Advertisement on the Platform concerning this Object;
- (ii) the Member has no contraindication or medical disability (such as guardianship or curatorship or any other disability);
- (iii) the Object put online on the Platform as an Advertisement was never subject to concealment or money laundering;
- (iv) the Object put online on the Platform as an Advertisement is not declared false, stolen or inherited by a third party.

4.3 The Member acknowledges that they are the only responsible person for the content of the Advertisement that they publish on the Platform. Therefore, the Member declares and guarantees accuracy, completeness and truthfulness of all information contained in the Advertisement and undertakes to sell the Object put online on the Platform as an Advertisement following the order described in their Advertisement and in conformity with the present GTCU.

4.4 If the Advertisement conforms to the GTCU, it will be published on the Platform and therefore will be visible to Members and any User, even Non-member that carries out search on the Platform or on the website of partners of Millenium State. Millenium State reserves the possibility at its own discretion and without notice to do not publish or take off at any moment any Advertisement that does not conform to the GTCU and that it considers as contradictory to its image, in explanation the one of the Platform or the Services.

4.5 The User acknowledges and agrees that the criteria taken into consideration in the classification and order of publication of an Advertisement among other Advertisements are the sole discretion of Millenium State.

5. System of Comments

Functioning

5.1 Millenium State encourages the Member to leave a comment on a Seller (if the Member is Buyer) or on a Buyer (if the Member is Seller), with which the Member has concluded the Purchase Agreement or with which the Member intended to conclude a Purchase Agreement. On the other hand, the Bidder is not allowed to leave a comment on another Buyer, Bidder or Seller.

5.2 The comment of the Member, as well as the one left by another Member in their respect, as the case may be, are visible and published on the Platform only after the shortest of the following periods: (i) immediately after both Members leave a

comment; or (ii) after the period of 7 days after the first comment left by one of the two Members.

- 5.3 The Member has the possibility to respond to a comment that the other Member has left on their profile on their Account within the minimum period of 14 days after the publication of the comment in their respect. The comment of a Member and the response from another Member, as the case may be, will be published on the profile of the Account of the Member subject to the comment.

Moderation

- 5.4 The Member acknowledges and agrees that Millenium State reserves the possibility to do not publish or delete any opinion, any question, any comment or any response, if it believes that its content is contradictory to the present GTCU.

Limit

- 5.5 The Member acknowledges and accepts that Millenium State reserves the possibility to suspend the Account of the Member, to limit its access to Services or to cancel the present GTCU in the case where (i) the Member has received at least three comments and (ii) the average number of comments that the Member has received equals or is inferior to 3 out of 5.

6. Financial Conditions

- 6.1 Access to registration to the Platform, as well as the search, the consultation and publication of Advertisements are free of charge. On the other hand, the sale of the Object or the possibility to bid and to conclude a Purchase Agreement are paid Services following the conditions described below.

Minimal amount

- 6.2 The minimal amount of bids is determined by the Seller at their sole responsibility. When the Seller publishes an Advertisement, Millenium State can suggest them a minimum amount taking into account in particular the nature of the transaction and the one of the Object. This amount is purely illustrative and it is the Buyer's responsibility to raise it or lower it in order to take into account the value of the Object and the costs that they actually cover during the conclusion of the Purchase Agreement. In order to avoid misuse, the Seller acknowledges and accepts that Millenium State can limit the possibilities of adjustment of the amount that the Seller wishes to indicate on the Platform.

Preconditions of Auctions

- 6.3 Millenium State has the right to fix as a precondition for the publication of an Advertisement by the Seller that the Seller credits in advance a minimum amount to their Wallet MS, as determined by Millenium State and published on the Account of the Seller that will serve as a guarantee for execution of their obligations (such as the

obligation of shipping to the Buyer and the payment of Service Fees to Millenium State).

- 6.4 In order to be able to participate in an Auction any Bidder has to confirm before any Auction all information concerning their bank details, as requested by Millenium State and published on the page of their Account.

7. **Service Fees**

Service Fees of Buyers and Sellers

- 7.1 At the moment of Granting and the conclusion of the Purchase Agreement Millenium State deducts from the Account of the Seller and the Account of the Buyer in return of use of the Platform and Services an amount corresponding to service fees (hereinafter referred to as the “**Service Fees**”) calculated on the basis of different subscriptions: Freemium, Premium or Millenium. The order of calculation of applicable Service Fees is available [here](#).
- 7.2 Service Fees are charged by Millenium State during each Granting of an Object and conclusion of the Purchase Agreement on the Platform.
- 7.3 With regard to intra-community transactions and transactions outside the European Union, the Member acknowledges and agrees that the order of calculation of the amount of Service Fees and the applicable VAT varies according to the fact whether the Member is an individual or a professional.
- 7.4 When the Member uses the Platform for transactions outside the European Union or outside the Grand Duchy of Luxembourg, the Member acknowledges and agrees that the Service Fees might be invoiced by an affiliated company of Millenium State that edits the local Platform.

Rounding

- 7.5 The User acknowledges and agrees that Millenium State might at their sole discretion round the number of Service Fees and the Contribution to Costs to a lower or higher number.

8. **Price and Payment**

- 8.1 The User can only use certain parts of Services if they are a Member and certain Services are accessible to them only on a basis of Subscription to which they have subscribed to and upon the payment of Subscription Package by the Member to Millenium State. The price for use of these Services figures on the Platform.
- 8.2 The Payment of the Subscription Package is always fully made in advance, except if indicated otherwise. Therefore, the Member can only use these elements of Services only after having paid the total payable amount.

8.3 The Payment of Subscription Package and the Service Fees is made in a completely secured environment of a third party and/or a credit card company and/or payment establishment of electronic money. Millenium State has no influence on this aspect and declines all responsibility or civil liability in relation with the use or impossibility to use this environment of payment.

8.4 The User acknowledges and agrees that Millenium State reserves the right to modify at any moment the amount of Subscription Package and Service Fees, as well as the order of their payment.

9. Autorisation to carry out collection

9.1 At the end of the Auction, the Bidder that made highest offer for the Object or Objects put online as an Advertisement receives from Millenium State automatic Granting with a statement of the Object or Object bought, and the Total Cost of Purchase is automatically and immediately withdrawn from MS Wallet of the Buyer by Millenium State which includes the Purchase Price, the Service Fees payable by the Buyer, the VAT that may be payable for the Service Fees and the shipping fees.

9.2 By using the Platform as a Buyer for Purchase Agreements concluded on the Platform, the Buyer acknowledges and agrees to give Millenium State the authorisation to deduce the Total Cost. This deduction of the Total Cost shall be made by Millenium State from MS Wallet of the Buyer.

9.3 By using the Platform as a Seller for the Purchase Agreements concluded on the Platform, the Seller acknowledges and agrees to give Millenium State the authorisation to collect in the name and for the account of the Seller (1) the shipping fees; and (2) the deduction of Purchase Price (a) from the Service Fees payable by the Seller; and (b) from the VAT applicable to Service Fees (as the case may be).

9.4 Therefore, under a Purchase Agreement the Buyer and the Seller accept and acknowledge that Millenium State collect the total amount of the payable Total Cost of Purchase and transfers to the Seller the Price Received. The Price Received by the Seller includes (1) the shipping fees; and (2) the Purchase Price with deduction of (a) Service Fees payable by the Seller; (b) the VAT applicable to Service Fees (if applicable) conforming to conditions and order laid down in detail in the present GTCU.

9.5 The Buyer ensures that all net amounts are received and therefore assumes the responsibility of all fees (bank fees), deductions, all taxes (withholding taxes) and/or possible deductions. The electronic message following the Granting of the Object to the Buyer may contain a link to the online page of payment of Millenium State. The payment shall be made following one of the payment methods that are mentioned there.

9.6 In any case, the Buyer acknowledges and agrees that special rules and/or conditions may apply to the Buyer in respect of trans-border Purchase Agreements, including without limitations the customs duties, the VAT, the import levies and the customs clearance costs. The Buyer must take into account these rules before the

conclusion of Purchase Contract is made, and the possible additional fees in connection therewith shall be borne exclusively by the Buyer.

- 9.7 The Member agrees that Millenium State issues invoices in the name of the Seller and/or the Buyer and sends them as much as the issue of invoices is obligatory on the basis of legislation and the regulations in force. The Seller and/or the Buyer assumes at any moment the responsibility for the accuracy and exhaustiveness of the invoice and Millenium State refuses any responsibility in this aspect.
- 9.8 If the Buyer fails to pay the Total Cost of Purchase within the mentioned period of payment, they automatically are in default with Millenium State and the Seller without any formal notice being required. From the moment when the Buyer is in default, they are obliged to equal shares of financial (commercial) interest. Millenium State will send a final reminder also in the name of the Seller concerning the Total Cost of Purchase payable by them. In absence of payment, Millenium State may entrust the claim to a bailiff. In this case all the extrajudicial fees of Millenium State for this delay of payment will also be payable by the Buyer.
- 9.9 If Millenium State proceeds to the collection of the Total Cost of Purchase, the Buyer is obliged to cooperate fully and to preserve the Object during the procedure of collection without assigning the property and without pledging it. However, Millenium State cannot be obliged by the Seller to collect the Total Cost of Purchase.

10. Shipping

- 10.1 The Seller is obliged to send and to deliver the Object to the Buyer following the present GTCU and the conditions communicated in the Purchase Agreement.
- 10.2 The Seller agrees and undertakes to ship the Object to the Buyer by registered mail (or any equivalent tracing and tracking system that allows to prove the sending of the Object by the Seller and the reception of the Object by the Buyer) within a reasonable period of time of three business days counting from the business day following the reception by the Seller of a notification on the page of the Platform dedicated for this purpose confirming that Millenium State has deducted the Total Cost of Purchase from Wallet MS of the Buyer (the “**Reasonable Period of Shipping**”).
- 10.3 If the Seller sends the Object to the Buyer within the Reasonable Period of Shipping following the order laid down in the present GTCU, the Seller is not responsible for delays of shipping of the Object attributable to postal services.
- 10.4 The address communicated by the Buyer on their Account as the shipping address shall be deemed as the place of delivery. The risk of damages and/or loss of Objects is attributed to the Seller up to the moment of delivery of the Object to the address communicated by the Buyer.
- 10.5 The signature on the acknowledgment of reception of the Buyer in the place of delivery may be considered by Millenium State as an attestation of reception by the Buyer in due, complete and conforming form and without damages. The Seller

and the Buyer agree that Millenium State will have the right to do not accept any other attestation of reception of the Object.

10.6 The Bidder that was designated as the Buyer during the Granting is obliged to pick up the Object within the period mentioned in the description of the Object. If no delay is mentioned or agreed upon, the Buyer is obliged to pick up the Object within a reasonable period which in no case can be longer than 10 business days following the first attempt of delivery of the Object to the Buyer. If the Buyer does not recover the Object within the periods, does not follow the conditions and order agreed upon with the Seller in the Purchase Agreement or the present GTCU and/or refuses or fails to provide the information or follow the instructions of the Seller necessary for the delivery of the Object, Millenium State has the right after having informed the Buyer by e-mail, to pay the amount of Received Price to the Seller to Wallet MS of the latter. The Buyer can no longer in this case claim any reimbursement of the Total Cost of Purchase or any compensation from Millenium State. In this case, the Seller is obliged to make the Object available for the Buyer to pick up.

10.7 If Purchase Agreement is concluded due to non-performance of obligations of the Buyer to pick up the Object and to cooperate following the terms of the preceding paragraph, this does not affect the payment of Service Fees payable by the Buyer to Millenium State.

11. Payment of the amount of Received Price to the Seller

11.1 Millenium State can only make the payment to the Seller of the Received Price if one of the following conditions is met:

- (i) the confirmation by the Buyer on the page of the Platform dedicated for this purpose that the Buyer has in fact received the Object (the “**Explicit Confirmation of Receipt**”); or
- (ii) the Seller sends to Millenium State by means of the page of the Platform dedicated for this purpose the tracking number of package that proves that the shipping of the Object to the Buyer and the acceptance of this proof by Millenium State (“**Confirmation of Receipt by Evidence**”)
- (iii) a period of 30 business days counting from the date of conclusion of the Purchase Agreement without written claim on the Platform from the part of the Buyer concerning the Object (the “**Silent Confirmation of Receipt**”)

11.2 In a case of Silent Confirmation of Receipt or in a case of Confirmation of Receipt by Evidence, Millenium State considers the confirmation as received and it counts as recognition of receipt of the Object by the Buyer.

11.3 In 24 hours after (i) the Explicit Confirmation of Receipt; or (ii) the Silent Confirmation of Receipt; or (iii) the Confirmation of Receipt by Evidence, as the case may be, Millenium State unblocks and pays the Received Price to the Seller to an account dedicated for the payment called “Wallet MS” provided that Millenium State was able to collect beforehand the Total Cost of Purchase from Wallet MS of the Buyer.

11.4 Notwithstanding the above provisions, Millenium State has the right to suspend the payment to the Seller and in particular if the Buyer informs about the dispute concerning, for example, the damages or non-conformity of the Object.

12. Role of Millenium State in a case of dispute between a Seller and a Buyer

12.1 The claims and disputes that may arise between the Seller and the Buyer must be notified to Millenium State when it is possible. Despite the fact that the Buyer and the Seller are in principle obliged to resolve the disputes between them, Millenium State will do its best, if necessary, to serve as an intermediary between the Seller and the Buyer. If the Seller and the Buyer fail to reach an agreement and if Millenium State believes that it is necessary, the Buyer and the Seller acknowledge and agree that Millenium State can make deductions from and payments to Wallet MS of the Buyer and/or the Seller for the payment or reimbursement of amounts payable by the Buyer or the Seller. In any case, Millenium State is not liable for any indemnity or compensation to the Buyer or to the Seller. In any case, Millenium State is not a party of a dispute between a Buyer and a Seller.

13. Request for additional information

13.1 The User agrees to respond diligently to any request of Millenium State and more generally of any competent administrative or judicial authority in particular of prevention or fight against money laundering. In particular, the User agrees to provide upon a simple request all useful justification of address and/or identity.

13.2 In absence of response from the User to its requests, Millenium State may take all measures that will seem appropriate to it, in particular to freeze any amount of money collected by Millenium State from Members or paid into Waller MS of a Member and/or to suspend the Account of the Member and/or to cancel the present GTCU.

13.3 At the end of the applied limitation period of 5 years, the User acknowledges and agrees that any amount unclaimed from Millenium State by the User for the use of the Platform shall be deemed as belonging to Millenium State.

14. Restrictions

14.1 Millenium State also reserves the possibility to suspend the Account of a Member, limit the access of Users to Services or cancel the present GTCU in a case of professional activity not declared from the part of Users of the Platform that create a benefit for the User because of the nature of proposed transactions, their frequency, the number or the amount of sales or because of any other reason, whatever it is, that allows Millenium State to suspect that the User creates benefit on the Platform as an individual.

- 14.2 Professional Sellers are required to inform about their status by identifying themselves as a "Professional Seller" when creating their Account or by any other communication means (that is accepted by Millenium State) on the Platform for professional Sellers. The Objects offered by the professional Seller are therefore accompanied by a logo "Pro" alongside with the User name. The User agrees that they will be marked as a professional Seller for all period of use by means of such Account. Millenium State has the right to modify the status of Accounts if it reasonably believes that it is necessary, as in the case when professional Seller is not registered as such.
- 14.3 When creating their Account professional Sellers are required to disclose their company name or actual registered name, address of their registered office and their trade and companies register.
- 14.4 The User is required to comply with all tax legislations and regulations that are in force and to register correctly in this respect from the moment of their registration by giving all necessary details, such as a correct VAT number. Private Sellers can also be considered as entrepreneurs for the purposes of VAT and they are required to provide a correct VAT number. The User assumes full responsibility for the consequences of provision of incomplete or inaccurate information with regard to their tax position and compensates Millenium State for any claim of third parties, including tax, and all damages and associated fees that may arise, claims, damages and fees that will be directly recovered by Millenium State from the User.

15. Process of Auction

- 15.1 The Members undertake to follow all reasonable directives and instructions of Millenium State concerning the Auctions on the Platform. In a case of situation that is not provided in the present GTCU during an Auction and/or in a case of a dispute between the Members and other irregularities, the final decision shall be made by Millenium State.
- 15.2 Millenium State is authorised to temporarily or permanently prevent Members at any moment before, during or after the Auction from proposing Object by publishing an Advertisement and/or from making an offer for Objects.
- 15.3 In principle, a Bidder cannot examine the Object, unless the Seller specifies this in the description of the Object. If this examination is possible, the Bidder can indicate that they wish to examine the Object following the order laid down by the Seller. If the Seller agrees with the examination of the Object in advance, then Millenium State shall only play the role of intermediary by allowing the Seller to provide the necessary information to the Bidder for this purpose.
- 15.4 It is possible to participate in Auctions during the period determined on the Platform. The amount that the User must increase at least for one offer depends on the highest offer applied at that moment. The stages of minimum offers are mentioned on the Platform. If an offer is made during the last minute of online Auction, the duration of this auction is extended by one (1) minute.

- 15.5 It is possible that offers for Objects will be formulated in different currencies. The offers are published on the Platform and rounded to the following whole number. This may have an effect on the amount of minimum stages of offers. The Total Cost of Purchase, the Purchase Price, the Service Fees and/or the Received Price may also be rounded to whole numbers before being settled, deducted and/or paid. The numbers are automatically rounded to a higher or a lower number according to certain limits fixed in advance.
- 15.6 At the beginning of each Auction, the exchange rate applied for the sale of Objects during corresponding Auctions is the one applied at the moment of beginning of Auction. This means that each offer is formulated during the Auction by applying this fixed exchange rate and that the Total Cost of Purchase will be settled by applying this exchange rate. Millenium State is not responsible for variations of exchange rate resulting from Auction and/or the conclusion of a Purchase Agreement.
- 15.7 The Sellers agree that they may receive payments in their own currency in a Received Price lower (or higher) to a price that they would have received by applying the exchange rate in force at the moment of closure of the Auction, the Granting or at the moment of payment of the Received Price.
- 15.8 Each offer may be deemed to have been made by the intermediary of the Account that was used to formulate the offer. Therefore, the User is always personally engaged by offers formulated by the intermediary on their Account to the Seller, even if a third party formulates offers by means of the intermediary on the Account of the aforementioned User.
- 15.9 The Buyer acknowledges and agrees that if the Seller has fixed a reserve price, no Purchase Agreement shall be concluded, if the highest offer is inferior to this reserve price.
- 15.10 The Seller is not authorised to formulate an offer for the Object that they offer themselves and/or to charge other persons with formulation of an offer in their name and for their account.
- 15.11 The Purchase Agreement shall be concluded after the automatic Granting. Millenium State is not a party to the Purchase Agreement.
- 15.12 Additional conditions applied to the offer of Objects and/or the formulation of offers can be mentioned on the Platform and/or in messages (e-mails) of Millenium State.

16. Order of reimbursement in a case of cancellation or non-execution

- 16.1 Only the Purchase Agreements concluded in connection with Auctions on the Platform are subject to the present policy of annulation, Millenium State does not offer any guarantee of any nature in a case of cancellation for any reason from the part of a Buyer and a Seller for any transaction outside the Platform.

16.2 The cancellation of a Purchase Agreement by the Seller or the Buyer after the Granting is subject to the provisions laid down below.

17. Unilateral withdrawal of the Seller

17.1 The Seller that posts the Advertisement of an Object for an Auction online cannot unilaterally withdraw the Object of the Auction before the end of the Auction (“**Unilateral Withdrawal**”), if there is no offer and/or Auction in progress before the Unilateral Withdrawal or if there is already an offer and/or an Auction in progress, the Seller can remove the Object only after the payment to Millenium State of a penalty of 15 Euro for the Objects having a value lower than 1000 Euro and a penalty of 100 Euros for the Objects having a value higher than 1000 Euro (“**Penalty for Withdrawal**”). In a case of Unilateral Withdrawal, the Seller accepts and authorises Millenium State to deduct from Wallet MS of the Seller the total amount of the Penalty for Withdrawal.

18. Non-execution attributable to the Seller

18.1 If the Seller shall fail to respect their obligation of delivery in accordance with the present GTCU, the latter shall be in default and the Buyer shall have the right to terminate the Purchase Agreement. The formal notice and the declaration of termination may be sent to the Seller by Millenium State in the name of the Buyer.

18.2 In the event of non-execution attributable to the Seller after the Granting of the Object (in particular when the Seller refuses to send the Object to the Buyer by registered mail with a tracking number following the order described in the present GTCU), Millenium State compensates to the Buyer the Purchase Price, the shipping costs of the Object and the Service Fees paid by the Buyer (and the VAT applicable to Service Fees, as the case may be) within the period of:

- (i) 7 calendar days from the date when the Seller has notified in writing Millenium State or the Buyer about their intention to do not execute their obligation of shipping of the Object to the Buyer with as condition that Millenium State, or
- (ii) 7 calendar days after the Buyer has informed in writing Millenium State that the purchased Object was not delivered within 30 business days from the conclusion of Purchase Agreement with a condition that the Seller cannot submit sufficient proof of non-execution of their obligation to deliver the Object to the Buyer (such as the absence of tracking number that proves the shipping of the Object).

18.3 Notwithstanding the foregoing, in a case of non-execution by the Seller, the compensation to the Buyer by Millenium State can only occur if Millenium State has already deducted the Total Cost of Purchase from the Buyer and if Millenium State has not yet paid the Received Price to the Seller or if Millenium State has already paid the Received Price received by the Seller, the compensation to the Buyer may only take place if Millenium State has recovered the Received Price by the Seller, the Service Fees of the Seller and the VAT applicable to the Service Fees. Moreover, in all cases of non-execution attributable to the Seller, Millenium State may directly claim from the Seller a compensation for all damages and losses incurred by

Millenium State due to complete or partial non-execution by the Seller, without prejudice to any other right that Millenium State might have with regard to the Seller.

- 18.4 In a case of non-execution attributable to the Seller after the Granting of the Object, the Seller acknowledges that the Service Fees of the Seller remain payable to Millenium State and agrees that Millenium State shall deduct from their Wallet MS the Service Fees of Seller (and the VAT applicable to the Service Fees of the Seller, as the case may be), as well as the penalty for non-execution of 15 Euros, if the Object has the value lower than 1000 Euros or a penalty of 100 Euros, if the object has the value higher than 1000 Euros (“**Penalty for Non-execution**”).

19. Withdrawal of the Buyer

- 19.1 In a case of withdrawal of the Buyer of the Purchase Agreement during the legal period of withdrawal by means of the page of the Platform dedicated for this purpose, Millenium State compensates to the Buyer the Purchase Price within the period of 7 days after the written notification of the Buyer to Millenium State on their intention to withdraw and with a condition that the Buyer returns at their own expense the Object to the Seller and records the written proof of return of the Object to the Seller by registered mail with an acknowledgment of receipt (in the event that returning occurs after the Seller sends the Object to the Buyer) and with a condition that Millenium State has previously recovered the Received Price from the Seller.
- 19.2 In a case of withdrawal of the Buyer during the legal period of withdrawal, Millenium State compensates to the Seller the Service Fees and the applicable VAT.
- 19.3 Notwithstanding the foregoing, the Buyer acknowledges and agrees that the Service Fees of the Buyer remain due to Millenium State and payable by Millenium State in accordance with the exception provided in the article 222-9 paragraph of the Code of consumption of Luxembourg.
The termination of the Purchase Agreement between the Buyer and the Seller following a withdrawal of the Buyer during the legal period in accordance with the terms of the preceding article does not affect the payability of the Service Fees that remain payable by the Buyer and the Seller to Millenium State for the use of the Platform and the Services by the Buyer and/or the Seller.
- 19.4 In a case of termination of the Purchase Agreement following partial or total non-performance of a Member of their payment obligation following the terms of the preceding article, the latter must also pay a penalty of 20 % of the Purchase Price to Millenium State or they are excluded from the Platform at the sole discretion of Millenium State.
- 19.5 At its sole discretion and on the basis of facts in its disposition, Millenium State determines the legitimacy of the claims of reimbursement that it receives.

20. Right of withdrawal

- 20.1 By accepting the present GTCU the User explicitly agrees that the execution of the Contract between the User and Millenium State that consists of connection to another Member begins before the expiry of the period of withdrawal, in explanation from the moment when the Bidder submits an Auction and is completely executed before the expiry of the period of withdrawal, in explanation from the Granting of the Object and explicit waiver of their right of withdrawal from the moment when the delivery of Millenium State was executed, in explanation from the moment of the Granting of Object conforming to the provisions of the Article L.222-9 paragraph 7 (a) of the Code of Consumption of Luxembourg.
- 20.2 Apart from the exception provided in the Article 20.1 above, according to the provisions of the Article 222-9 paragraph 7 (a) of the Code of Consumption of Luxembourg, if the Seller is a professional Seller, they acknowledge and agree that in the sense of the Directive 2011/83/EU the users that reside in a country within the European Economic Area in certain cases have the right to terminate the Purchase Agreement within the legal period in force in this respect. The professional Seller agrees and undertakes to fully cooperate in the order described by Millenium State.
- 20.3 The Sellers have a legal obligation to guarantee to the Buyers the conformity of Objects.
- 20.4 Apart from the exception provided in the Article 20.1 above, according to the provisions of the Article 222-9 7 (a) of the Code of Consumption of Luxembourg, the consumers in the meaning of the Directive 2011/83/EU that reside in a country within the European Economic Area and that buy an Object from a professional Seller have the right within a period of 14 days (period of reflection) to withdraw from the Purchase Agreement without having to give the reasons following the right of legal withdrawal provided in the Article 222-9 of the Code of Consumption of Luxembourg or on the basis of a foreign law that may be applied for the purposes of article 9 of the Directive 2011/83/EU on consumer rights. The professional Seller has the right to ask the Buyer for the reasons of this withdrawal, but may not oblige them.
- 20.5 The period of withdrawal provided in the Article 20.4 starts on the next day of reception of the Object by the Seller or a third party other than the transporter, that was designated by the Buyer in advance, or:
- (i) when the Object is delivered by several consignments: on the day when the Buyer or a third party designated by them has received the last consignments;
 - (ii) when an Object is delivered by several consignments or parts: the day when the Buyer or a third party designated by them has received the last consignment or the last element;
 - (iii) For contracts of regular delivery of Objects during a given period: on the day when the Buyer or a third party designated by them has received the first Object.
- 20.6 The Buyer is obliged to treat the Object and its packaging with precaution during the period of withdrawal. The Buyer shall unpack or use the Object only as much as necessary to determine the nature, the characteristics and the functioning of the Object. Here the principle applies that the Buyer can only use and inspect the Object as they could do so in a store.

- 20.7 The Buyer is the only person responsible for any depreciation of the Object due to treatment that does not correspond to the one authorised by terms of the preceding paragraph.
- 20.8 If the Buyer uses their legal right of withdrawal, they shall inform about it within the period of reflection by a typical form of withdrawal by means of an online form on the Platform of Millenium State or in another unambiguous manner (i) the Seller, if the data of the Seller is known at that moment by the Buyer; or (ii) if this is not the case, Millenium State that will entice a withdrawal in the name of the professional Seller. From the moment of reception of the notice, Millenium State instantly addresses an acknowledgment of receipt to the Buyer. Millenium State informs the professional Seller about the withdrawal in the situation mentioned in the subparagraph under (ii) of the present article.
- 20.9 From the moment when it is possible, but within the period of 14 days counting from the date of the notice provided in the preceding article, the Buyer returns the Object to the Seller, unless the Seller has not proposed to recover the Object.
- 20.10 The Buyer returns the Object with all delivered accessories if it is reasonably possible in its initial state with packaging and conforming to the reasonable and clearly provided instructions given by the Seller or in the name of the Seller.
- 20.11 The Buyer assumes the direct fees of returning of the Object.
- 20.12 The risk and the burden of proof for the proper and timely execution within the periods of the right of withdrawal belongs to the Buyer.
- 20.13 The following products and services cannot be subject to the right of withdrawal:
- (i) the products or services, the price of which is related to fluctuations in the financial market which cannot be controlled by the professional Seller in any way and that may occur during the period of withdrawal as for the sale of (products made of) certain precious metals (golden coins and ingots);
 - (ii) the service contracts, once the Service has been completed, but only:
 - a) if they have been executed with the prior explicit authorisation of the Consumer;
 - b) if the Consumer has declared that they have lost their right of withdrawal when the professional Seller has completely executed the contract.

21. Behaviour of Users of the Platform and of Members

Involvement of all the Users of the Platform

- 21.1 Any use of the Services of the Platform by a User is the risk, burden and responsibility of the User.
- 21.2 The User acknowledges that they are the only person responsible in respect of all laws, regulations and obligations applicable for the use of the Platform.

21.3 Furthermore, by using the Platform during auctions the User, Member or Non-member undertakes to:

- (i) do not transmit to Millenium State (in particular from the creation or update of their Account) or to other Member or Users any false, misleading, deceptive or fraudulent information;
- (ii) do not make any comments, do not act in any way and do not publish on the Platform no defamatory, insulting, obscene, pornographic, vulgar, offensive, aggressive, inappropriate, violent, threatening, harassing, racist, xenophobic content, content that has sexual connotations, that incites hate, violence, discrimination or hate, that encourages illegal activities or use of illegal substances or, more generally, is contradictory to the purposes of the Platform in a way that it violates the rights of Millenium State or of third parties or is contradictory to good morals;
- (iii) do not violate the rights and do not harm the image of Millenium State, in particular its rights of intellectual property;
- (iv) do not create more than one Account of a User on the Platform and do not open an Account in the name of third parties;
- (v) do not connect by means of accounts of third parties and other persons and do not authorise other persons to connect in the name of the User;
- (vi) do not try to circumvent the online auctions of the Platform, in particular by trying to communicate to another Member or User their details in order to make a purchase outside the Platform and do not pay the Service Fees;
- (vii) do not contact another Member, Non-member or User, in particular by means of the Platform, for another purpose rather than to define the arrangements of the advertisement put online;
- (viii) do not accept or make a payment outside the Platform;
- (ix) comply with the present GTCU and the Privacy Policy.

21.4 The User, Member or Non-member shall not use any virus, Trojan horse or other software or technical means that may harm the Services and the Platform or make the Services or the Platform inaccessible and the ones aimed at circumventing the measures of technical protection.

21.5 The User, Member or Non-member will not do anything that may unreasonably and/or disproportionately threaten the infrastructure of the Services and/or impede the functioning of the Services and the Platform.

21.6 The User, Member or Non-member shall not use any application monitoring the Services and/or copying parts of Services of the Platform.

21.7 The User, Member or Non-member owes Millenium State a directly payable penalty of 1000.00 EUR (one thousand Euro) for a day counting from the date of any violation provided in articles 21.3-21.6 (included), without prejudice to the right of Millenium State to recover the loss actually incurred.

21.8 All the technical resources necessary in order to use the Services and the Platform, including, without limitations, the material and Internet access, as well as the cost of their use, are entirely at the expenses of the User.

22. Use of Information Tools

- 22.1 Any Information Tool used by the User:
- a) shall not be misleading;
 - b) shall not be discriminatory in terms of appearance, race, religion, sex, culture, origin or offensive in another way, shall not incite violence and/or harassment of another person or persons and shall not be contradictory to the opinion of Millenium State, good morals or good taste, shall not be brutal, shall not contain any link with the pornographic material or sites and shall not constitute or encourage any illegal activity;
 - c) shall not contain any personal details of third parties;
 - d) shall not consist of channels, junk mail or spam and shall not include any links to commercial or non-commercial web sites;
 - e) shall have no negative effect on the honour or reputation of Millenium State, its related companies and/or its administrators or managers;
 - f) shall not be contradictory to any legislation or regulation or the present GTCU;
 - g) shall not violate any right of third parties, including contractual rights, rights of intellectual property, rights of protection of private life or act illegally regarding third parties or Millenium State.
- 22.2 All Users acknowledge and agree that Millenium State is not liable for any payment, tax, deduction or any withholding of any kind, whatever it is and to whomever it shall be paid, including persons and parties, the work, the model, the mark or the realisation of which are included in the Information Tool of the User and the aforementioned payments, taxes, deduction or withholdings are payable by the User.
- 22.3 By using the Services the User is obliged to respect all applicable national, European and international regulations regulating, amongst other things, but not limited to all their activities on the Platform.

23. Commitment of Sellers

- 23.1 By posting the Advertisement online and by proposing the Object at the Auction on the Platform the Seller has to submit clear and comprehensible information on the proposed Object. In all cases it includes, without limitations, the following information:
- (i) correct, exhaustive and precise description of the proposed Object;
 - (ii) information on the state and condition of the Object;
 - (iii) at least one (1) photo, having in mind that any photo of the Object must be accurate representation of the Object in the reality;
 - (iv) a possible reserve price;
 - (v) shipping charges that must be reasonable and based on actual shipping fees;
 - (vi) the existence of terms of assistance for the Buyer after the sale (if applicable) and the possible guarantees; and
 - (vii) other conditions that may be related with the Object.
- 23.2 Millenium State rejects all responsibility or civil liability concerning other Users in relation with the description of Objects, the information and declarations of the

Seller that are quoted in the preceding paragraph. The Seller agrees that Millenium State might propose of make modifications or additions to the description of the proposed Object. However, the Seller has the possibility to verify the description before the online Auctions begin, they will use this possibility, they guarantee that the Object conforms to its description and holds Millenium State harmless against any claim of the Buyer concerning non-conformity in that sense.

23.3 In certain cases, Millenium State provides (automatic) estimates of the value of certain Objects. Millenium State does not guarantee its accuracy and rejects any responsibility if it turns out that the Objects have higher or lower value. Millenium State can refuse to register a reserve price for any given Object. The Seller can withdraw the Objects only before the moment of their publication on the Platform and before they become visible for other Users. The Seller can no longer modify the conditions associated with the offer of the Seller. If notwithstanding the foregoing provisions, an Object is after all withdrawn from the Auctions at the demand of the Seller, the latter assumes all responsibility for the damage caused and undertakes to repair the damages incurred by a Buyer, Bidder and Millenium State.

23.4 The Objects are exclusively proposed by the Seller on the Platform and therefore may not be proposed by the Seller on other sales channels. The Seller shall delete the Object from other websites, including platforms of auctions, online markets and their (own) online stores.

24. Commitments of Bidders and Buyers

24.1 The regulations of Millenium State are regulations and guidelines that create a safe, equitable and pleasant place for buying and selling for all Users of Millenium State community. As a Buyer, you have to read and understand the regulations of Millenium State and understand the different laws and regulations in force, as stipulated in the present GTCU.

24.2 The aim of the present GTCU of Millenium State are the following:

- (i) to assure the application of local laws and regulations;
- (ii) to reduce the risks for the Bidders, the Buyers and the Sellers;
- (iii) to guarantee the equality of chances for all the Bidders;
- (iv) to propose a pleasant purchase experience;
- (v) to protect the values of Millenium State community.

24.3 Any Bidder that bids on an Object undertakes to pay the Total Cost of Purchase if they are designated as the Buyer during the Granting.

24.4 The Bidders may not:

- (i) bid on an Object without an intention to buy it. The majority of Objects on Millenium State are proposed in Auctions. Each Auction results in a contractual obligation for the Bidders. These non-contractual Auctions reflect the interest of the Buyers for the purchase of the Object in question. Therefore, it is forbidden to submit unfair auctions.

(ii) abuse the withdrawal from the Auctions in order to manipulate the process of Auctions.

(iii) bid on an Object or buy it without complying with the conditions of sale indicated in the Advertisement or in order to disrupt the process of the sale. This process is called "Obstinacy" and is described as bidding on Objects despite the warning of the Seller that the bids are not welcome.

(iv) carry out artificial Auctions in order to artificially increase the price of an Object or its apparent attractiveness. The Bidders must be completely independent from the seller of the Object.

24.5 Any violation of these regulation may result in sanctions, in particular:

(i) the withdrawal of Advertisements;

(ii) the limitation of rights associated with the Account;

(iii) the suspension of the Account;

(iv) the non-reimbursement of Service Fees of Millenium State for the cancelled Advertisements.

24.6 In a case of (imminent) dispute between the Seller and the Buyer, Millenium State has the right at any moment to guarantee its rights and the rights of other Users to suspend at its own discretion the payment of any amount of the Users in question, and to freeze the possible assets of these Users.

24.7 In a case of situation not provided in the present GTCU during online Auctions and/or during a dispute between Users or other irregularities, the final decision shall be made by Millenium State.

25. Suspension of Accounts, limitation of access and cancellation

25.1 A Member has the possibility to terminate their contractual relationship with Millenium State at any moment without a fee and a reason. In order to do so the Member has to use the tab "Closing of account" on the Profile page on their Account.

25.2 If a User violates the present GTCU, in particular the obligations of a Member, or if Millenium State has serious reasons to believe that these measures are necessary in order to protect its security and integrity, the ones of its Members or third parties or in order to prevent frauds or investigations, Millenium State reserves the possibility to:

(i) cancel immediately and without notice the present GTCU; and/or

(ii) prevent the publication or delete any comment, Advertisement, messages, contents or any content published by a Member on the Platform; and/or

(iii) limit the access and the use of the Platform by a User; and/or

(iv) suspend temporarily or permanently the Account of a Member.

25.3 When it will be necessary, the User or the Member will be informed on such measure in order to allow them to give explanations to Millenium State. At its sole discretion, Millenium State will decide whether to remove the measures or not.

26. Personal data

- 26.1 Millenium State is responsible for processing according to provisions of Luxembourg Law of 2 August 2002 concerning the protection of personal data with regard of processing of personal data, which may be modified from time to time ("**Law on Protection of Data**").
- 26.2 As a part of your use of the Platform and the Services Millenium State is required to collect, save and process some of your personal data, such as, in particular, the surname, name, address, telephone number, e-mail address, passport number, identity card, payment card and/or bank card, etc. ("**Personal Data**"). The Personal Data is collected and processed:
- (i) in order to access and use the Platform;
 - (ii) in order to provide Services on the Platform;
 - (iii) in order to ensure that Millenium State respects its legal and regulatory obligation for administrative, governmental, legal and tax authorities, both national and foreign;
 - (iv) in pursuit of legal interests of Millenium State and the protection of its rights; and
 - (v) in order to provide marketing information.
- 26.3 By using the Platform as a User and/or by registering as a Member, the User or the Member acknowledges and agrees with the processing of your Personal Data by Millenium State in conformity with the applicable law, including the Law on Protection of Data and in conformity with the provisions of Privacy Policy.
- 26.4 By using the Platform as a User or by registering as a Member, the User and/or the Member explicitly authorises Millenium State to transfer the Personal Data to its subcontractors, branches of Millenium State situated in the European Union or in a country having adequate level of protection in order to ensure proper functioning of the Platform and the supply of Services.
- 26.5 The User and/or the Members agree with the communication and dissemination of the Personal Data by Millenium State:
- (i) to service providers, branches, subcontractors of Millenium State in order to provide access to the Platform and the supply of Services by Millenium State;
 - (ii) to professional counsellors, such as auditors, certified company auditors, lawyers or any other professionals or third parties involved in the fulfillment of legal et regulatory obligations in respect of administrative, governmental, judicial and tax authorities, both national and foreign.
- 26.6 The User and/or the Member uses at any moment the right of access and correction of Personal Data concerning them if they happen to be erroneous or incomplete. The User and/or the Member may use this right by contacting Millenium State by e-mail or by means of the Platform.
- 26.7 The User shall not process any personal data of other Users without their authorisation nor include them in the mailing list without their explicit authorisation, nor to approach them for this purpose without agreement. The User may not use the

details of other Users in order to send them unsolicited communications. The User shall pay the directly payable penalty of a thousand Euro (1 000.00 EUR) to Millenium State for any violation of this provision.

27. Database

27.1 The collection of (personal) data of Users and/or Members, including Information Tools collected by Millenium State and reproduced online on the Platform shall be considered as a legally protected database. Millenium State is the supplier of the database and holds, as a consequence, the exclusive right to give the authorisation for: i) extraction or reuse of all or a substantial part, whether qualitative or quantitative, of content of the database; and ii) repeated and systematic extraction or reuse of non-substantial parts from the qualitative or quantitative point of view of the content of the database. The User and/or the Member may extract or reuse the data from the database only in the extent authorised by the present GTCU.

28. Intellectual property

Content published by Millenium State

28.1 Subject to the content provided by its Members, Millenium State is the only owner of all intellectual property rights related with the Services, with the Platform, with its content (in particular with, but not limited to, texts, images, designs, logos, videos, sounds, data, graphics), as well as with the software and databases assuring their functioning.

28.2 Millenium State gives every Member a non-exclusive, personal and non-transferable licence of use of the Platform and Services for personal, private and commercial use by every Member which is in conformity with the purposes of the Platform and Services.

28.3 Any User, Member and Non-member undertakes to do not use or exploit the Platform and Services and their content in another way without a prior written agreement of Millenium State. In particular, any User, Member or Non-member undertakes to:

(i) do not reproduce, do not modify, do not adapt, do not distribute, do not represent in public and do not disseminate the Platform, the Services and their content with the exception of what is explicitly authorised by Millenium State;

(ii) do not decompile, reverse engineer the Platform or Services with the exceptions provided by texts in force;

(iii) do not extract or try to extract (in particular by using robots for extraction of data or any other similar tool for collection of details) all or a part of data of the Platform.

Content published by a Member on the Platform

28.4 In order to permit the supply of Services and conforming to the purpose of the Platform, the Member grants to Millenium State a non-exclusive licence of use of

content and data that the Member supplies during the use of Services (hereinafter referred to as “**Member Content**”). In order to allow Millenium State to disseminate by means of the digital network and in accordance with the protocol of communication (in particular, Internet and mobile network), as well as to make the content of the Platform available to the public, the Member authorises Millenium State for the whole world and for the whole duration of their contractual relationships with Millenium State to reproduce, represent, adapt and translate the Member Content in the following order:

(i) the Member authorises Millenium State to reproduce all or a part of its Member Content in all digital recording media, known or unknown on this day and in particular in any server, hard disk, memory card or any other equivalent medium in any format and by any process know or unknown on this day, in the measure necessary for any operation of storage, preservation, transmission or downloading linked with the functioning of the Platform and with the supply of Services;

(ii) the Member authorises Millenium State to adapt and translate its Member Content, as well as to reproduce these adaptation for any digital medium, present or future, stipulated (i) above in order to supply the Services, in particular in different languages. This right includes in particular the ability to carry out, in respect of moral right of the Member, the modifications of formatting of the Member Content in order to respect the graphic chart of the Platform and/or to make it technically compatible in respect of its publication by means of the Platform.

28.5 The Member gives Millenium State in accordance with the abovementioned licence, with no exceptions (i) the right to translate automatically its Information Tools (have it translated) in other language rather than the original in order to be equally able to propose the Services in other countries; (ii) the right to have its Information Tools printed and/or to use them in (social) media; and (iii) the right to use its Information Tools for promotional purposes.

28.6 The Member hereby waives, as much as it is applied and possible, their moral rights to Information Tools.

28.7 The Member agrees that other Members may use their Information Tools. Millenium State does not guarantee that the Member will respect the present GTCU.

28.8 The Member understands and accepts that they are responsible and assumes the civil liability for Information Tools that they publish and make accessible on the Platform.

28.9 The Member understands and agrees that the Information Tools of other Members are not controlled and/or examined by Millenium State, therefore Millenium State has no knowledge of them and therefore declines any responsibility and/or civil liability in relation therewith.

28.10 If the Member believes that a part or all of Information Tools are illegal, they might inform Millenium State about it.

- 28.11 Millenium State reserves the right to remove, shorten or adapt in another way the Information Tools of the Platform, if it believes that it is necessary without assuming any responsibility and/or civil liability with regard to its content by declining any responsibility for any damage and without having to pay any compensation. The present article is without any prejudice to other rights and competences of Millenium State and the latter reserves the right to take other (judicial) actions, including, without limitations, the communication of personal data of the Member to third parties. It is forbidden to delete, make illegible, conceal or modify the notifications or mentions concerning the Intellectual Property Rights.
- 28.12 Nothing in the present GTCU aims at giving a Member any Intellectual Property Right. The Member shall not do anything that may constitute a violation of Intellectual Property Rights of Millenium State, Members, Users and/or third parties, such as the registration of domain names, trademarks or Google Adwords keywords that resemble or are identical to any sign to which Millenium State and/or the Users may assert the Intellectual Property Rights.
- 28.13 Millenium State has the right to translate the texts associated with an Object in such a way that it may be equally proposed in different countries by using or not using the systems or automatic translation. Millenium State declines any responsibility in a case of errors in texts resulting from these translations. If a Buyer does not wish to fulfill their obligations arising from a Purchase Agreement as a result from an erroneous translation of information essential for the sale and if the Buyer shows that this information was a determining element of the conclusion of the Purchase Agreement and that they would not have concluded it if the translation of this essential and determining information would have been exact, the Seller is obliged to cooperate in the termination of the Purchase Agreement.

29. Role of Millenium State

- 29.1 The Platform is an online linking platform on which the Members can create and publish Advertisements for Auctions of Objects. These Advertisements can in particular be consulted by other Members in order to find out about the order of sales, as the case may be, to bid on an Object or to buy an Object from the Member that has posted the Advertisement on the Platform following its Granting.
- 29.2 By using the Platform and by accepting the present GTCU, the User acknowledges that Millenium State is not a party to any agreement, contract or contractual relationships of whatever nature concluded between the Members and/or Non-members of its Platform.
- 29.3 Millenium State does not have control over the behaviour of its Members and Users of the Platform. Millenium State does not have, does not exploit, does not supply, does not manage any collection, nor does propose any Object on the Platform.
- 29.4 The User acknowledges and agrees that Millenium State does not control neither the validity, nor the truthfulness, nor the legality of Advertisements. As an intermediary, by proposing a Platform and the Services to Members Millenium State does not supply any expert service and does not act as an expert, the role of

Millenium State limits only to the facilitation of the access to the Platform and to its services.

The User acknowledges that Millenium State cannot have any control over the quality, the security, the legality or the precision of proposed Objects, the competence of Sellers in order to sell Objects and the capacity or the possibility of Buyers to buy Objects.

29.5 The Users act under their sole and complete responsibility.

29.6 The User acknowledges that Millenium State, as an intermediary, cannot be held responsible for the actual process of transaction and in particular that Millenium State cannot guarantee a continuous and secured access to its Services and the Platform as much as their proper functioning can be affected by numerous factors that Millenium State does not control. The User acknowledges that Millenium State is not responsible and will not be responsible if updating of Auctions and other notifications in the applications are not made in real time. In fact, these functions may undergo delays that are beyond the control of Millenium State.

29.7 Millenium State undertakes to maintain the security on the Platform and its Services, as well as its proper functioning, but Millenium State (including its parent company, its branches, affiliates, directors, administrators, representatives and employees) shall not be held contractually, criminally or otherwise liable (even in a case of negligence) for any commercial loss that a User may incur (loss of data, profit, sales revenue, activity, opportunities, customer value, reputation or interruption of activity) or any loss that is not reasonably foreseeable and arising directly or indirectly from:

(i) the erroneous information communicated by the Seller in their Advertisement or by any other means concerning the transactions and its terms and conditions;

(ii) the cancellation or modification of a transaction or Purchase Agreement by a Member;

(iii) the behaviour of its Members during, before or after the transaction or the Purchase Agreement;

(iv) the use of Services by a Member or their incapacity to use them;

(v) the advice of the pricing policy, postage or any other advice provided by Millenium State;

(vi) the possible delays or disruptions of Services;

(vii) the virus or any other malicious software obtained by accessing the Services or in relation therewith;

(viii) the malfunctions, bugs, errors or any inaccuracies present on the Platform or on all the site of Millenium State;

(ix) any damage incurred by hardware resulting from the use of Services by a Member;

(x) the content, the actions or the absence of actions of third parties (in particular in relation with the Objects sold by means of our Services) or the destruction of objects presumed to be counterfeited;

(xi) the suspension of any other action carried out against the Account of a Member or any violation of GTCU;

(xii) the period during which the Advertisements appear not in the form in which they appear in the results of search described in the GTCU; or

(xiii) the need to modify the practice, the content or the behaviour of a Member, or the loss or the incapacity to carry out the activities by a Member following the modifications made to the present GTCU.

29.8 Within the limits of the legislation in force, Millenium State excludes any guarantees, conditions or other dispositions and may not be held responsible neither for financial loss or loss of reputation, nor for special, indirect or incurred losses resulting or linked with the use of the Platform and the Services.

29.9 Except for the case when it is duly informed about the existence of illegal content within the meaning of the legislation in force, and it has not acted immediately to withdraw it, Millenium State cannot be held responsible neither for the Member Content or actions (or absence of action) of Users, nor the Objects that they sell. The User acknowledges that Millenium State is not a public auction sales company.

29.10 The User assumes the full responsibility for the legality of their actions under the applicable laws and for the legality of the Object that they put online and for sale on the Platform.

29.11 Despite the fact that Millenium State uses the technology in order to verify the accuracy and the veracity of information provided by the Users, this verification remains difficult on the Internet. For this reason, Millenium State can assure neither the accuracy or the veracity of presumed identities of Users, nor the veracity of the information that they provide or publish on the Platform, nor confirm them and is in no way responsible for this. Without prejudice to the provisions provided in the preceding paragraph, if Millenium State is considered liable by a competent jurisdiction to a User or a third party acting as a professional; the liability of Millenium State cannot exceed the following highest amount:

(a) the Total Cost of Purchase of the Object from which the dispute results;

(b) the total amount corresponding to the Subscription Package and the Service Fees that the said party has paid to Millenium State within 12 months preceding the said action; or

(c) 150 EUR.

29.12 This limitation of responsibility does not aim at excluding the liability of Millenium State for an intentional fault and/or wilful recklessness of Millenium State (its "own intervention").

29.13 In order to be able to benefit from any right to compensation, the User must always inform Millenium State in writing as soon as possible about the damages from the moment of their occurrence.

29.14 Millenium State declines any liability for damages resulting from the supply of Services, including, but not limited to, the damages resulting from or related with the use of the Platform and/or the Services, resulting from an illegal act or another thing, as much as it is authorised under the mandatory legal provisions.

29.15 Millenium State cannot be held responsible for the damages that may be incurred following the conclusion of a Purchase Agreement by a Buyer or a Seller, including, but not limited to, the damage incurred following the conclusion of Purchase Agreements unfavourable to a Member when it is paid more or less for the Objects than their expected or estimated value.

29.16 The User acknowledges and agrees that the only measure that they may take as a Member, if they believe that they have incurred damage is to suspend the use of Services and to delete their Account in accordance with the present GTCU.

29.17 If Millenium State was nevertheless liable for the damage whatsoever, it shall only be responsible for the compensation of direct damages incurred by the User following omission or an illegal act that shall be attributed to it. Direct damages mean exclusively the material damages caused to property, reasonable costs incurred in order to avoid or limit the direct damages and the reasonable costs incurred in order to determine the cause of damages, the liabilities, the direct damages and the method of compensation.

30. Guarantees and protection

30.1 The User is liable to Millenium State and undertakes to compensate to the latter all damages and fees that Millenium State shall incur following: (i) a violation of the GTCU attributable to the User; (ii) an intervention of the User during the use of the Platform and the Services; or (iii) an illegal act. All fees and damages incurred by Millenium State and related in any way with such claims shall be compensated by the User.

30.2 The User guarantees that the Information Tools that they share by means of the Platform and the Services are neither pledged, nor charged by any Intellectual Property Right of third parties, that it does not violate any right of third parties and that its use is not otherwise illegal in relation with third parties.

30.3 The User holds harmless Millenium State, the companies related with Millenium State, its directors, administrators, employees, representatives and beneficiaries from any compensation to third parties, whatever it is, concerning the

compensation of damages, fees, interest, levies, taxes and/or withholdings related with or resulting from the Information Tools of the User, its use of the Platform, the Services and/or violation of the present GTCU and/or any right of third parties, including without limitation, the Intellectual Property Rights.

31. Functioning, availability and functions of the Platform

31.1 Millenium State undertakes as much as possible to keep the Platform and the Services available 7 days a week and 24 hours a day. However, the access to the Platform and/or its Services may be temporarily suspended without a notice because of technical operations of maintenance, migration, updates, breakdowns or constraints related with the functioning of networks.

31.2 Besides, Millenium State reserves the right to modify or interrupt at its sole discretion temporarily or permanently all or a part of access to the Platform and/or the Services and/or its functions.

Millenium State does not guarantee that all or a part of Services and/or the Platform will be at any moment accessible without interruption or breakdown. Disturbances on the level of Services and/or the Platform may also occur, but not exclusively, following the disturbances at the level of connection to the Internet or telephone or may be caused by viruses or errors/defaults. Millenium State rejects all responsibility or obligation of compensation concerning the User for any damage occurring or resulting from the (temporary) unavailability or a (temporary) cut-off of Services and/or the Platform.

31.3 Millenium State has the right at any moment without notice to make modification and/or improvements of procedure, techniques, commercials or other things at the level of Services and/or the Platform, to (temporarily) discontinue the Services and/or the Platform and/or limit its use, if it believes that it is necessary, for example as a part reasonably necessary maintenance of Services and/or the Platform. Millenium State may take technological measures of protection of the Platform and/or the Services and/or its different parts. The User may not eliminate or circumvent these technical protection measures or propose measures in this respect.

31.4 It is forbidden to delete, make illegible, conceal or modify the notifications or notices concerning the Intellectual Property Rights.

32. Notification on illegal material

32.1 Millenium State declines any liability for any damages related with illegal use of the Platform and/or the Services. Millenium State is only obliged to delete the Information Tools of the User that are clearly illegal after the receipt of such notification.

32.2 Millenium State establishes a procedure by means of which the present Information Tools of the User, that are allegedly illegal on the Platform, or the access by means of the Platform and/or the Services of an activity, that is allegedly illegal, may be notified to Millenium State.

- 32.3 Millenium State reserves the right to do not approve the request to block or delete the Information Tools of the User or to suspend an activity, if it has a reason to doubt the accuracy of the notification or the licit character of the provided attestation or if it is not always necessary in order to preserve their interests. For example, Millenium State may ask in this respect a judgement from a competent court attesting that the Information Tools of the User in question are clearly illegal.
- 32.4 Millenium State shall in no way be a party to a dispute between the User and any third party issuing a notification.
- 32.5 If the User issues a notification, they undertake to hold harmless Millenium State and all its related companies, as well as its directors, administrators, employees, representatives and beneficiaries from any compensation to third parties concerning the blocking or deletion of Information Tools of the User or the termination of activities. This guarantee also concerns any damage incurred by Millenium State that the latter may incur or the costs that Millenium State must incur in a case of such claim, including, but not limited to, the legal fees and attorney's fees.
- 32.6 Millenium respects and protects the private life of those who made a notification. All personal information provided to it in a case of notification shall always be processed with the strictest confidentiality and may be used only for the processing of these notifications.

33. Modification of GTCU

- 33.1 The present GTCU and the documents integrated by reference express the total agreement between the User (Member or Non-member) and Millenium State related with the use of the Platform and the Services by the User. Any other document, in particular any mention on the Platform (FAQ, contact page, charter of good conduct, etc.) have only informative value.
- 33.2 Millenium State may be requested to modify the present GTCU in order to adapt to its technological and commercial environment and in order to comply with the regulations in force. Any modification of the present GTCU will be published on the Platform with a mention of the date of update and will be notified to the User by Millenium State before its entry into force.

34. Applicable law and competent court

- 34.1 The present GTCU are prepared in French and the law of Luxembourg is applied to them. In a case of disagreement between the original version in French and any other translation to other language than French, the French version prevails.
- 34.2 The law of Luxembourg is applied to all disputes arising from the present GTCU or in relation with them (with an exception of the rules of private international law) and they shall be finally settled by the competent courts of Luxembourg, excluding any other foreign court and/or arbitral court.

34.3 The User may also submit, as the case may be, their claims related with the Platform or the Services on the platform; the resolution of disputes put online by the European Commission is accessible on the following address:

<https://webgate.ec.europa.eu/odr/main/?event=main.home.show&lng=FR>

34.4 The European Commission shall undertake to transmit the claim of the User to competent national ombudsmen. Following the rules applied to mediation, the User is obliged before any request of mediation to inform in advance in writing Millenium State on any dispute in order to reach an amicable solution.

34.5 If all or a part of any of the provisions of the present GTCU is void or invalid for any reason, the User and Millenium State remain obliged by the remaining part of the GTCU. Therefore, Millenium State and the User undertake to replace the void and/or invalid part (in relation with specific User or specific situation) by valid clauses, the legal effect, the content and the scope of the present GTCU correspond as much as possible to the ones of the part that was declared invalid.

35. Legal notices

35.1 The Platform is edited by the company Millenium State S.A., public limited liability company created and existing under the laws of the Grand Duchy of Luxembourg, the capital of which is 50000 Euros, registered in the Register of Trade and Companies of Luxembourg under the number B214326 (intra-community VAT number: LU29310124), the registered office of which is located at: 1, rue Philippe II – L-2340 Luxembourg, the Great Duchy of Luxembourg (email: contact@millenium-state.com).

35.2 The Site is hosted on Millenium State servers.

35.3 If you have any questions, please contact Millenium State SA by using the contact form on the following address: [<https://millenium-state.com/Contact>].