Disney Liquidation Auctions Terms of Purchase

16/6/2022

These "Terms of Purchase" are an ongoing contract between you and The Disney Store Limited with registered number 02523767 and registered address at 3 Queen Caroline Street, London, W6 9PE, England ("Disney" "us" or "we") and sets out the terms and conditions upon which you purchase Inventory Products (as defined below in Section 3.1) from the Site from Disney and apply to your use of Disney's online marketplace located at (https://Disneyuk.bstock.com/) (the "Site";), hosted and configured by B-Stock Solutions Limited with registered address at 1301 Shoreway Rd, Suite 200, Belmont, CA 94002, including your viewing, bidding upon, and purchase of Disney's Inventory Products from the Site. If you are entering into these Terms of Purchase on behalf of a company or other legal entity, you represent that you have the authority to bind such entity to these Terms of Purchase. You may not use the Site if you do not have such authority.When you register on and subsequently use the Site, B-Stock is collecting the information that you provide and will protect and use it in accordance with its privacy policy. Should you bid on and win Inventory on the Site, you will become a Disney customer and B-Stock will share the information required for Disney to fulfill your order. Disney will protect and use that information according to the terms of its privacy policy (Privacy Policy found at Privacy Policy - The Walt Disney Privacy Center (thewaltdisneycompany.com)). Therefore, both B-Stock Solutions and Disney are acting as independent data controllers, as defined in the Data Protection Laws (as defined below) and by registering to use this Site, you are agreeing to B-Stock's Terms of Use, these Terms of Purchase, and acknowledging both B-Stock Solutions' and Disney privacy policies (as available on the Site).

1. **Acceptance and Modification of Terms of Purchase**

1.1 Acceptance of Terms. By checking the "I agree to the Terms of Purchase" box, you accept and agree to be bound by these Terms of Purchase from the first time you log onto the site and each time thereafter, as well as on the occasion of processing payment for any successful bid. If you do not agree to these Terms of Purchase, you may not bid on or purchase Inventory Products from the Site. You may preserve these Terms of Purchase in written form by printing it for your records, however in doing so, you appreciate that such Terms of Purchase may only be applicable to the purchase of Inventory Products made at the time of printing and that such Terms of Purchase may not be applicable to any future purchases, and you waive any other requirement that these Terms of Purchase be evidenced by a written document. All sales of Inventory Products shall be subject to these Terms of Purchase.

1.2 Modifications to Terms. We reserve the right, from time to time, with or without notice to you, to change these Terms of Purchase in our sole and absolute discretion. The most current version of these Terms of Purchase will supersede all previous versions and can be reviewed by clicking on "Terms of Purchase" located at the bottom of the pages of the Site. Your continued use of the Site and acceptance via a ‘tick box' format, following the posting of changes indicates your agreement to and acceptance of the changes and shall constitute your acceptance of the Terms of Purchase applicable each time you log into the Site thereafter until further changes are made. We will indicate the date on which these Terms of Purchase were last changed at the beginning of these Terms of Purchase. You agree to keep your email address and other contact information current at all times.

2. **Additional Definitions**

2.1 "Business Day" means a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

2.2 "Buyer" or "you" or "your" shall mean the entity that registers or logs into the Site for the purpose of viewing, bidding upon and/or purchasing Inventory Products.

2.3 "Contract" the contract between the Disney and Buyer for the sale and purchase of the Inventory Products in accordance with these Terms of Purchase.

2.4 "Completed Purchase" occurs when (i) you have provided to Disney all of the purchase information requested in the Notification (defined below) in the manner specified in such Notification to complete your purchase; and (ii) the Purchase Price for the Inventory Products has been received as specified in the Notification.

2.5 "Customer Information" means any and all information given by B-Stock to Disney for any purposes whatsoever, including without limitation, for the completion of a transaction and shall be classified as Personal Data and Confidential Information.

2.6 "Data Protection Laws" means the General Data Protection Regulation 2016/679 ("GDPR") and the e-Privacy Directive 2002/58/EC (as amended by Directive 2009/136/EC, and as amended and replaced from time to time) and any implementing legislation by an EEA member state; the Swiss Federal Data Protection Act (as amended and

replaced from time to time); the Monaco Data Protection Act (as amended and replaced from time to time); and the UK Data Protection Act 2018 (as amended and replaced from time to time). The terms "Personal Data", "Data Controller" and "process", "processing" and "special categories of personal data" shall have the meaning ascribed to them in the Data Protection Laws.

2.7 "Extended Listing" shall mean any Listing (defined below) where the time to bid is extended, one or more times, due to a bid being placed within the final 5 minutes of the Listing. Each extension is for a period of 3 minutes.

2.8 "Law(s)" means applicable laws, rules and regulations, including without limitation, local and national laws, rules and regulations, directives, treaties, voluntary industry standards (including without limitation European standards linked to the General Product Safety Directive, the Directive on Equipment with Voltage Limits and the TSD), and other legal obligations pertaining to the purchase of an Inventory Listing, including without limitation, those applicable to any tax, consumer and/or product safety laws and policies of any applicable consumer product safety commissions or agencies and other governmental authorities, data privacy and the privacy and protection of personally identifiable information, the protection of minors, employees, and the environment, anti-corruption (ie. the United States Foreign Corrupt Practices Act of 1977 and any amendments thereto, the UK Bribery Act 2010 and any similar national or international equivalents), trade restrictions (ie. customs, export and import controls, sanctions and embargoes) including United States trade restrictions.

2.9 "Listing Data" shall mean the content on the Site associated with particular Inventory Products, including, but not limited to, the description and quantity of the Inventory Products. Disney shall have the right to modify or correct any Listing Data at any time and such modification shall be binding on any purchase of any Inventory Products made after such modification.

2.10 "Personal Data" means any information or combination of information that Licensee Processes in connection with the License Agreement, that refers to, is related to, is associated with, or can be reasonably linked to, an identified or identifiable individual or to a specific computing device, and shall include, but is not limited to, all "personal data," or similar terms, as defined in any Data Protection Laws.

2.11 "Process" or "Processing" means any operation or set of operations that is performed upon Confidential Information or Personal Data, whether or not by automatic means, such as collection, using, accessing, recording, reproducing, organization, storage, adaptation or alteration, retrieval, consultation, disclosure by transmission, dissemination, or otherwise making available, alignment or combination, evaluation or control, modification, blocking, erasure or destruction, restriction, classification, and including all "processing" as defined in any applicable Laws.

2.12 "Promotional Content" shall mean any and all information, materials, or content provided or otherwise made available to you by Disney or its agents in any medium in connection with these Terms of Purchase, including promotional content and Listings displayed on the Site.

2.13 "Territory" shall mean the countries within the area within the European Economic Area ("EEA") or the European Free Trade Association, the remainder of the EEA and the European Free Trade Association, and the United Kingdom.

3. Listing Process

3.1 Sales of Inventory Products. Pursuant to the terms and conditions herein, Disney agrees to sell to you and you agree to purchase from Disney, via B-Stock and the B-Stock platform, certain units and/or categories of Inventory Products that may consist of new condition inventory products, customer returns, unsellable or other merchandise, which may be in varying physical condition and which may include breached, damaged or other products some of which may have been previously shipped or sold ("Inventory Products"). Any images of the Inventory Products on the site are for illustrative purposes only. The condition of the Inventory Products will vary and Disney will use commercially reasonable efforts to include standard designations regarding a product's condition in the Listing. The Inventory Products are provided to you "as is" for purchase on the Site and no modifications, requirements or changes to the Inventory Products of any kind will be possible. Any images of Inventory Products shown on the Site are for illustrative purposes only and do not purport to be an accurate representation of the Inventory Products. The quantity and/or value of actual Inventory Products in each lot may vary up to 5 per cent (5%) less or greater than the number set forth in the Listing and may include up to 5 percent (5%) quantity and/or value of more damaged items than designated as "Damaged" in the Listing Data. Accessories such as remote controls, cables and instructions may or may not be included and inclusion of accessories may or may not be delineated in the Listing. You may only resell the Inventory Products in the Territory, where legally permitted and in compliance with all Laws. Save as expressly set out herein, the Parties acknowledge and agree that there is no guarantee of quantity, kind or amount of Inventory Products to be provided under this Agreement. In accordance with Section 5 of these Terms of Purchase, all sales of the Inventory Products are final.

3.2 Process. Inventory Products will be sold pursuant to the listing process set forth in this Section 3 (the "Listing"). If you wish to bid on Inventory Products, you will be required to enter your bid amount. By entering a bid for any Inventory Products (whether on any B-Stock platform or otherwise) You confirm that You accept all the conditions set forth in these Terms of Purchase and warrant that You have all due permissions, consents and authorities to do so and to bind any corporate entity on whose behalf such bid is entered. In order to be eligible for the Listing, your bid must be (i) in an amount higher than both the amounts listed as the minimum "opening bid" and the "current bid," as applicable, (ii) in the bid increments set forth on the bid page; and (iii) placed before the scheduled closing time for such Listing (including any additional time added for an Extended Listing). If your bid is the highest bid at the conclusion of a Listing (the "Winning Bid") you will be notified in such manner as determined by Disney and/or B-Stock (the "Notification"). The Notification will serve as your official proof of purchase and/or official invoice. Any additional formal invoice or proof of purchase outside of the original winning notification is not available unless specifically designated otherwise by Disney. It is your responsibility to determine if you have the Winning Bid for any listing in which you participated and Disney is not responsible for the failure of any Notification to reach a winning bidder for any reason, including, but not limited to, technical problems or any other system error. Notwithstanding the foregoing, you expressly acknowledge that the platform is managed by B-Stock and not Disney and that you will hold Disney and its Affiliates harmless from any and all claims related to or arising out of damage to you caused by a technical fault or a feature of the Site.

3.3 Winning Bids. If your bid is deemed the Winning Bid at the end of the Listing for certain Inventory Products, you agree to promptly purchase such Inventory Products pursuant to the terms and instructions set forth in these Terms of Purchase and in the Notification. Actions that will be taken due to failure to make a Completed Purchase for any Listing for which you have the Winning Bid are set forth in Section 4.1 below. If your bid is deemed the Winning Bid at the end of the Listing you must purchase such Inventory Products at the price of the Winning Bid. Under no circumstances will a modification of price at the end of the Listing be permitted.

1st Offense: 0-£10,000 Purchase Price: £100 Fee

1st Offense: £10,000+ Purchase Price: £500 Fee

2nd Offense: £0-$10,000 Purchase Price: £500 Fee

2nd Offense: £10,000+ Purchase Price: £1,000 Fee

3rd Offense: £1,000 Fee

3.4 Deactivation; Cancellation. Disney reserves the right, in its sole discretion at any time and for any reason, including due to concerns regarding brand image or goodwill which the Disney may determine in its sole discretion, to deactivate your Site account, reject any offer to purchase Inventory Products or suspend or cancel any Listing or purchase of Inventory Products, including fulfillment of a purchase after completion of a Listing and payment for the Inventory Products. If Disney cancels any purchase of Inventory Products after you have submitted payment for such Inventory Products, Disney will direct B-Stock to issue a refund to the designated payment method that you used to make such payment or other method selected by Disney or B-Stock.

4. Payment

4.1 Purchase Price. In consideration for your payment of the Winning Bid amount for a Listing, and any applicable shipping costs, taxes, and fees (the "Purchase Price"). The Inventory Products are sold for business purposes only and not for personal consumption. The Purchase Price excludes amounts in respect of value added tax (VAT), which you shall additionally be liable to pay to Disney at the prevailing rate, subject to the receipt of a valid VAT invoice. You agree to pay the Purchase Price for the Inventory Products in accordance with the instructions included in the Winning Bid Notification, within two (2) Business Days after end of the Listing as set out in Section 4.2 below. If you fail to register a Completed Purchase, including by failing to pay the Purchase Price, within two (2) Business Days of when the Notification is sent by B-Stock, you shall forfeit any right to purchase such Inventory Products and Disney may, or may request that B-Stock deactivate your account and password so you can no longer access the Site and, at its sole discretion, may choose to offer for sale the Inventory Products contained within that listing as it so wishes in its sole discretion. For the avoidance of doubt, you shall be responsible for all taxes, shipping costs and any other expenses incurred in connection with your purchase hereunder.

4.2 Canceled Bids and Purchases. We reserve the right, at our sole discretion, to refuse or cancel any bid or purchase for any reason. By way of example, but not limitation, Disney may or may require B-Stock to cancel your bid or purchase if there are inaccuracies or errors in product or bid information, or problems identified by our credit and

fraud avoidance department. While Disney strives to provide accurate product and bid information, typographical or system errors may occur. In the event that bids for Inventory Products are incorrectly listed or Inventory Products are listed with incorrect information due to an error in quantity or other product information such that the Inventory Products are wholly different to those described in the Listing as would be reasonably understood, we shall have the right, at our sole discretion, to refuse or cancel any purchases placed for such Inventory Products. No changes in shipping address or cancellation of delivery will be accepted once payment has been received and violation of this provision may result in additional charges or removal from the marketplace. In the event that we must cancel a bid or purchase, we will cancel your bid or purchase and notify you by email of such cancellation. Nothing contained within this Section will preclude the Disney from re-listing such Inventory Products for which the purchase has been cancelled.

4.3 Payment Terms. You shall submit the Purchase Price in accordance with the payment terms set forth in the Notification and on the Site. You expressly acknowledge and agree that the payment terms are those set forth by B-Stock and that the Purchase Price must strictly be received by B-Stock in advance of the tender by Disney of any Inventory Product to the Shipping Company (as defined below). Upon acceptance of the Purchase Price and the fulfillment of all other conditions to the sale and only once payment has been received by B-Stock in full for that Inventory listing, Disney will arrange with you for delivery of such Inventory Products in the manner set forth in Section 5 below. Right to and title in such Inventory Products shall be transferred to you upon our tender of such Inventory Products to the Shipping Company. Disney reserves the right to maintain possession, right and title in all Inventory Products for an indefinite period should there be any problem with payment between (i) you and B-Stock, or (ii) B-Stock and Disney.

4.4 Taxes. You will be solely liable for all sales tax, use tax, withholding tax, duties, surcharges and any other taxes or similar levies imposed by any governmental authority (hereinafter defined as **"Transaction Taxes"**) relating to the sale of Inventory Products by Disney to you and for collection of all Transaction Taxes on any subsequent sale or disposition of such Inventory Products to any third party.

5. Conditions of Sale

5.1 Identification of Disney. You shall not sell, lease or otherwise transfer or dispose of any of the Inventory Products that you purchase, unless you first Demanufacture such Inventory Products in accordance with applicable Laws, where requested by Disney. "Demanufacture" means, in accordance with any Disney's specifications provided to you, to remove, if possible, all of the identifying marks, including, but not limited to, Disney's or its affiliates' names, logos, RA numbers, and other identifying marks (including but not limited to tags, labels, price stickers, bar codes, or other carton or packaging markings) from the packaging. If any changes are made to an Inventory Product which impact the CE marking or other conformity marking, you shall be responsible for reestablishing and re-imposing any applicable conformity marking requirements in line with applicable Laws. If no changes are made to the Inventory Product, under no circumstances shall you remove conformity marking, warnings, or other information relating to the product necessary to ensure compliance with applicable Laws and EU Regulation You hereby represent and warrant to indemnify Disney for any and all claims, liability, loss, fines, damage, costs or expenses, including reasonable attorneys' fees brought against Disney by any third party including but not limited to regulatory agencies and governmental authorities as a result of your Demanufacture process. The Inventory Products are intended for use only in the UK and EU. We do not warrant that the Inventory Products comply with the laws, regulations or standards outside the UK or EU.

5.2 Third party IPR. You agree not to disassemble, modify, reverse engineer, decompile or do anything that would violate any licensing restrictions or other intellectual property rights of (i) Disney or any of its affiliated entities; and or (ii) any other third party in any Inventory Products.

5.3 Use of Disney Names. Other than as expressly set forth herein or already displayed in (or incorporated into) the Inventory Products themselves, you and/or B-Stock shall not acquire any right to use and shall not, directly or indirectly, assist any other party to use, the Disney's name "Disney", "Marvel", "Pixar", "Lucas", "Star Wars", "National Geographic", "Fox" or the name of any Affiliate or related company (either alone, in conjunction with or as a part of any other word, name or phrase), or any fanciful characters or designs of The Walt Disney Company or any of its Affiliates or related companies (a) in any advertising, publicity or promotion or other disclosure , (b) in any in-house publication, (c) to express or imply any endorsement of any product or service, or (d) in any other manner or for any purpose whatsoever (whether or not similar to any of the foregoing). Under no circumstances will you advertise any Inventory Products for sale listing Disney or its Affiliates as the seller or previous owner or in any other context. You agree that you are the seller of record for all sales of Inventory Products by you or your employees, agents or subcontractors. If you sell any Inventory Products to any third party reseller, you will ensure that such third party reseller will only resell the Inventory Products clearly marked as used goods, even where such Inventory Products have been refurbished by you or such third party. You shall procure that any such third party reseller also comply will the provisions contained

within this Section 5.3. The provisions of this paragraph shall be an independent covenant and shall survive your agreement to these Terms of Purchase and continued use of the Site.

5.4 Disney Customer Information. Although you should not have access to any Disney Customer Information, including without limitation, sales receipts, addresses, phone numbers, credit card numbers or other personally identifiable information, if you receive any such information that may be included with the Inventory Products, such information shall be treated as Confidential Information, you will not use such information and you agree to promptly remove, delete, and destroy all such information. You shall not under any circumstances (i) identify Disney, its parent or any of its affiliates or divisions as the source of the Inventory Products; (ii) advertise the Inventory Products using any name relating to Disney, its parent or any of its divisions or affiliates, or any of its or their private labels, in any manner; (iii) make reference to Disney or its parent or any of its affiliates or divisions in any signing or advertising; or (iv) advertise the Inventory Products using any name related to Disney's suppliers.

5.5 Liability. You expressly acknowledge and agree that upon the purchase of any Inventory Products you will be considered the trader of such products and shall comply with all Laws in relation to such products and that Disney thereafter shall have no obligation or liability in relation to such products other than as a manufacturer.

5.6 No Wholesale Sales or Liquidation. Unless it obtains express, written, prior consent from Disney, Buyer agrees not to resell or trade the Inventory Products at wholesale or to any third party liquidation outlets or liquidation jobbers.

5.7 Delivery within the Territory. Inventory Product shall only be sold for delivery to countries within the Territory. We reserve the right, at any time prior to dispatching your order to refuse any order or any part of an order or to cancel any order after a Winning Bid has been placed without any further liability or obligation to you, which (i) lists a delivery address outside of the Territory, or (ii) lists an address of a mail forwarding company.

6. Shipment and Acceptance of Inventory Products

6.1 Removal and Shipment of Inventory Products. Please refer to B-Stock's Shipping Policy, which is incorporated into these Terms of Purchase by this reference, for information on the various options available to Disney for shipping Inventory Products to Buyers. You acknowledge and agree to be bound by all such shipping terms set forth in the Shipping Policy. The shipping option for a particular shipment will be set forth in the Listing or in the Email Notification. You shall release B-Stock from any liability from, and waive all claims against B-Stock relating to, the transportation or shipment of Inventory Products from Disney to you, where such claim is not due to an error or omission by B-Stock. To the extent your employees, equipment, and property, and that of your agents, enter and remain on Disney's premises, it is done entirely at your risk as regards any and all hazards except only those found to be caused by Disney's sole negligence. While on Disney's premises, your employees and agents must observe all of Disney's rules and regulations. If you fail to remove such Inventory Products within this time, Disney, in its sole discretion, may choose to keep such Inventory Products, list such Inventory Products for listing on the Site and refund to you the Purchase Price you paid to Disney less (i) a storage charge for each of the days Disney held the Inventory Products for you after you registered a Completed Purchase, the price of which will be set at Disney's discretion, acting reasonably and (ii) a restocking fee of twenty percent (20%) of the Purchase Price.

6.2 Title; Risk of Loss. You expressly acknowledge and agree that all title and risk in the Inventory Products purchased by a Winning Bid on a particular listing passes to you upon our tender of such Inventory Products to the Shipping Company and such Inventory Products have left the Inventory Location. The Inventory Products will not be dispatched to the Shipping Company until full and final payment, inclusive of any and all delivery charges and associated costs have been received by Disney. All costs associated with the handling, pick-up(s) and delivery of the Inventory Products will be at your sole cost and expense. Without limiting the foregoing, you release B-Stock of any liability and waive all claims against B-Stock with respect to Inventory Products where such claim is not as a result of negligence caused by B-Stock or any of its employees. In no event will Disney be liable for loss, damage and/or destruction of the goods once risk has passed to you.

6.3 Acceptance. Your acceptance of possession of the Inventory Products from Disney pursuant to Section 6.2 shall constitute an unqualified acceptance of the Inventory Products and a waiver by you of all claims with respect thereto except as set forth in Section 6.4. All sales are final. Without prejudice to Section 6.4 below, once you have accepted the goods, no returns, either partial or full, will be available and no refund, either partial or full, will be available in lieu of any accepted goods.

6.4 Inspection. Manifest is provided for reference only and not a guarantee of items received. Buyers should not expect 100% accuracy. Inventory is routed through processing partners and not inspected for accuracy or functionality. Inventory Products are not guaranteed to be functional. Inventory Products may have scratches, scuffs, and/or dents. Inventory Products may be missing accessories or parts. In accordance with Section 6.3 and the foregoing, you shall have five (5) Business Days from the date of delivery of Inventory Products to inspect the shipment for any

discrepancies in the quantity/quality delivered and report such discrepancy to Disney in writing. Buyer must provide a detailed manifest, identifying each item that is missing or damaged, and, if damaged, the exact nature of such damage, as well as any supporting images or other documentation. Disney reserves the right to conduct an additional inspection at your expense if it cannot determine from the documentation and supporting images provided whether damage has occurred. If Disney, acting reasonably and in good faith, agrees that an under delivery and/or damage has occurred greater than 5% (five percent), based on the listed retail value of the Listing (or unit count if retail value is not available), Disney shall cause BStock to reimburse you for the corresponding value to the approved discrepancy, such determination to be made by Disney in its absolute discretion, acting reasonably. By way of example, if Buyer wins a Listing and pays a Winning Bid of £1,000, and the shipment is missing an item that is 10% of the value of the Listing, Disney will issue Buyer a reimbursement in the amount of £100 (i.e., 10% applied to the winning bid amount of the Listing). Such reimbursement may be in the form of an offset against any amount you may owe to Disney or a credit to your B-Stock account. Following the five (5) Business Day inspection period, you shall no longer have the right to claim any reimbursement for under-delivery/damage and any damage caused to any product after that point will be deemed damage caused by you and not a defect of the Inventory Product itself.

6.5 Further Assurances. Each party agrees that it will execute and deliver, or cause to be executed and delivered, all such other instruments, and it will take all reasonable actions, as may be necessary to transfer and convey the Inventory Products to Buyer and to consummate the transactions contemplated herein. Buyer agrees to actively sell Inventory Products only to customers within the Territory. Buyer rethin this Section 5.5 shall constitute a material breach of this Agreement.

7. Confidentiality

7.1 Confidential Information. Each party acknowledges that by reason of its relationship to the other party hereunder it will have access to certain information and materials concerning the other party's business that are confidential and of substantial value to the other party, which value would be impaired if such information were disclosed to third parties. In particular, the parties hereto acknowledge that the information regarding the Purchase Price and any particular sale are confidential to Disney. Each party will, and will cause its affiliates and employees to, protect and not disclose information that is considered confidential and use this information only to fulfill its obligations under these Terms of Purchase. Notwithstanding the foregoing, you understand that B-Stock will have access to confidential information pertaining to you. You may not make any public announcement about these Terms of Purchase without Disney's prior written approval and consent. Notwithstanding anything in this Section 7.1 to the contrary, any information (i) already in the public domain through no fault of the receiving party, (ii) independently developed by the recipient without the use of or access to the other party's confidential information, or (iii) released to the public through no action or inaction by the receiving party, will not be considered confidential information hereunder. The receiving party may disclose the disclosing party's confidential information upon the order of any court of competent jurisdiction or as otherwise required by law or legal process, provided that prior to such disclosure the receiving party shall inform the disclosing party of such order, if permitted by law, in order to provide the disclosing party with an opportunity to contest such order or to seek such other protective action as the disclosing party may elect. This Section 6 shall survive each purchase transaction hereunder.

8. Representations and Warranties; Indemnity

8.1 You represent and warrant as follows: you will (a) perform your obligations hereunder in a professional and competent manner; (b) comply with all applicable Laws in all activities undertaken by you in relation to the Inventory Products; (c) handle all Inventory Products in accordance with all Laws and industry best practice including relating to any waste or disposal measures; (d) obtain and maintain all necessary licenses and permits for the performance of your obligations hereunder; (e) not engage in any deceptive, misleading or unethical practices detrimental to Disney or the public, including, without limitation, making claims or statements regarding the Inventory Products that you cannot sufficiently substantiate; and (f) ensure all Inventory Products are examined for their suitability for resale. You shall indemnify, defend, and hold harmless Disney, its group companies and affiliates, and B-Stock, their respective affiliated companies, and each of their respective officers, directors, agents, and employees (the "Indemnified Parties") against any claim, liability, loss, fine, damage, cost or expense, including reasonable attorneys' fees, ("Claim") incurred by any Indemnified Party arising from or relating to (i) your use of the Site, (ii) any sale, use or handling of the Inventory Products, including any recall of the Inventory Products, (iii) any infringement or misappropriation of any proprietary right by you, (iv) your negligence or intentional misconduct, or (v) your breach of these Terms of Purchase. Disney's maximum liability and your exclusive remedy, relating to the Inventory Products will be limited to the amount paid by you for the Inventory Products in question.

8.2 You will use counsel reasonably satisfactory to Disney to defend each Claim. Disney may, at its own expense, participate in the defense of any Claim with counsel of its own choosing. You will not, without Disney's prior written consent (which may be given or withheld at Disney's sole discretion), enter into or acquiesce to any settlement which contains any admission of or stipulation to any guilt, fault, liability or wrongdoing on the part of any Disney Indemnified Party or which would otherwise adversely affect any Disney Indemnified Party or Parties. Your duty to defend is independent of your duty to indemnify. Your obligations under this Section 7.2 are independent of any of your other obligations under these Terms of Purchase.

8.3 The indemnity obligation under this Section 7 shall survive each purchase transaction hereunder.

9. Warranty Disclaimer; Limitation of Liability

9.1 Except as expressly set forth in these terms, the Inventory Products are provided by Disney to you "as is", "with all faults", and "where is", and Disney disclaims all warranties of any kind, whether express or implied, statutory or otherwise, with respect to the Inventory Products, the Site, or any other matter, including without limitation the Inventory Products' condition or quality and the warranties or conditions of non-infringement, merchantability and fitness for any particular purpose. Except for the indemnity obligations set forth in these terms of purchase, Disney will not be liable for any loss of profits or other consequential, indirect, special, incidental or punitive damages of any kind arising out of or related to these terms, even if it has been advised of the possibility of such damages. In no event shall Disney's liability for any and all losses or damages arising from or in connection with these terms of purchase, exceed the Purchase Price paid by you TO Disney for the inventory products at issue. Disney shall not be held liable for any error in a listing that Disney corrects prior to the purchase of the Inventory Products to which that listing applies. This limitation of liability shall survive each purchase transaction.

10. No Exclusivity

10.1 No exclusive rights from Disney or any of its Group Companies or Affiliates are granted or are to be implied from this Agreement.

11. Use of the Site

11.1 Notices.

Sales from the Site are made by The Disney Store Limited. Our registered number is 02523767 and our registered office is at 3 Queen Caroline Street, London, W6 9PE, United Kingdom. Our VAT number is 576962483. If you experience any problems with the Site please contact B-Stock according to the contact information on the Site. If you experience any problems with your order please contact

11.2 Promotional Content. You agree and acknowledge that neither Disney nor B-Stock make any guaranty of the accuracy, correctness or completeness of any Promotional Content and are not responsible for: (i) any errors or omissions arising from the use of any thereof; (ii) any failures, delays or interruptions in the delivery of any Promotional Content contained with the Site; (iii) losses or damages arising from the use of the Promotional Content provided by the Site; (iv) any conduct by you in connection with the Site; or (v) any Promotional Content or products provided through or in conjunction with the Site. You must comply with the operating rules and policies applicable to the Site as may be published or provided by B-Stock or Disney in writing (including by posting on the Site) from time to time.

11.3 Data Protection. When you register on and subsequently use the Site, B-Stock is collecting the information that you provide and will protect and use it in accordance with its privacy policy. Should you bid on and win Inventory on the Site, you will become a Disney customer and B-Stock will share the information required for Disney to fulfill your order. Disney will protect and use that information according to the terms of its privacy policy (Privacy Policy found at Privacy Policy - The Walt Disney Privacy Center (thewaltdisneycompany.com)). Therefore, both B-Stock Solutions and Disney are acting as independent data controllers, as defined in the Data Protection Laws (as defined below) and by registering to use this Site, you are agreeing to B-Stock's Terms of Use, these Terms of Purchase, and acknowledging both B-Stock Solutions' and Disney privacy policies (as available on the Site). Please review our Privacy Policy which explains how we will use any Personal Data (as defined above) which you disclose to B-Stock and which is then shared with Disney in the course of your use of the Site and when making a purchase of an Inventory Product (Any Personal Data supplied to us solely for the purpose of fulfilling your order is controlled by The Disney Store Limited. This data is also subject to our Privacy Policy. For the purposes of the General Data Protection Regulation (EU/2016/679), the Disney Store Limited has appointed as its EU representative Disney Trading BV, which can be contacted at .

12. Breach of Terms of Purchase

12.1 If you fail to comply with any term or condition in this Terms of Purchase, Disney may immediately terminate your account, deactivate your password and seek any other remedy available to Disney or its affiliates.

13. Product Recall

13.1 If you are the subject of a request, court order or other directive of a governmental or regulatory authority to withdraw any Inventory Products from the market (Recall Notice) you shall immediately notify Disney in writing enclosing a copy of the Recall Notice.

13.2 If you are notified by a customer of a concern regarding the safety or compliance with the Laws of any of the Inventory Products, you shall inform Disney.

13.3 Unless required by law, you may not undertake any recall or withdrawal without the written permission from Disney and only then in strict compliance with Disney's instructions about the process of implementing the recall or withdrawal.

13.4 If a recall or withdrawal is required by Law and Disney makes you aware of this requirement, you shall follow Disney's instructions about the process of implementing the recall or withdrawal.

14. General Provisions

14.1 These Terms of Purchase will be governed by and interpreted, construed and enforced in all respects in accordance with the laws of England and Wales without reference to the rules governing choice of laws. The Parties hereby agree to exclusively submit to the courts of England for any action or proceeding arising out of these Terms of Purchase. YOU HEREBY WAIVE ANY RIGHTS THAT YOU MAY HAVE TO BRING DISPUTES FOR RESOLUTION BEFORE ANY OTHER COURT, TRIBUNAL OR FORUM.

14.2 No Waiver. Any provision of these Terms of Purchase shall constitute a continuing waiver, and no waiver shall be effective unless made in a signed writing.

14.3 Entire agreement. These Terms of Purchase constitute the entire agreement between the parties. Each party acknowledges that in entering into the Terms of Purchase it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Terms of Purchase. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Terms of Purchase.

14.4 You confirm that the Inventory Products are provided for commercial purposes only and not for personal consumption.

14.5 Construction. The division of these Terms of Purchase into separate sections, subsections and/or exhibits and the insertion of titles or headings is for convenience of reference only and shall not affect the construction or interpretation of these Terms of Purchase.

14.6 Severability. If any provision is held to be invalid, then, if possible, that provision will be modified to the extent necessary to make it enforceable, and any invalidity will not affect the remaining provisions.

14.7 Limitation of Liability. Any claim against Disney under these Terms of Purchase must be brought within one (1) year after the cause of action arises (or such shorter period as set forth herein regarding Inventory Products), or such claim or cause of action is barred. You agree to the admissibility of computer records and electronic evidence in any dispute herein.

14.8 Force Majeure. Disney shall not be liable to the other party for failure or delay in performance hereunder due in whole or in part to acts of God, flood, drought, earthquake or other natural disaster; epidemic or pandemic; terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; nuclear, chemical or biological contamination or sonic boom; any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition; strike, lockout or other labor dispute, civil commotion, sabotage, fire, explosion, acts of any government, unforeseen shortages or unavailability of fuel, power, transportation, or supplies, and any other causes which are not within Disney's reasonable control, whether or not of the kind specifically enumerated above.

14.9 Third party rights. Except where it expressly states otherwise, the Terms of Purchase do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.