

WatchIT

watchitpro.com

FAIR USE & PLATFORM INTEGRITY POLICY

WatchIT Pro B.V.

Effective Date: July 13, 2026

WatchIT Pro B.V.

Chamber of Commerce (KVK) number: *to be confirmed upon incorporation of the B.V.*

Registered office address: *to be confirmed*

Contact: support@watchitpro.com

Article 1: Objective and Enforcement

1. **Purpose:** This Fair Use & Platform Integrity Policy defines the standards of commercial conduct required from all Users. It is designed to ensure a transparent, fair, secure, and highly professional B2B auction environment for luxury timepieces.
2. **Enforcement:** WatchIT Pro B.V. determines, at its reasonable discretion, whether a User's conduct violates this Policy. Violations may result in the imposition of contractually binding fines, structural account downgrades, or permanent platform banishment, applied proportionately to the severity of the violation.

Article 2: Auction Conduct, Manipulation, and Anti-Shill Bidding

1. **Bidding Integrity:** Every bid placed must reflect a genuine commercial intent to purchase. Users are strictly prohibited from utilizing unauthorized automated bidding scripts, high-frequency algorithms, or specialized software bots designed to disrupt, delay, or manipulate the Platform's native bidding architecture.
2. **Shill Bidding Prohibition:** Sellers are strictly banned from bidding on their own listed Lots, creating duplicate or dummy accounts to artificially drive up pricing, or collaborating with network dealers, business associates, or relatives to manipulate auction activity (shill bidding).
3. **Coordinated Bidding (Collusion):** Any form of price-fixing, horizontal market allocation, or ring-bidding between independent dealers to suppress or inflate the price of luxury timepieces is strictly prohibited and will be reported to the relevant antitrust authorities.
4. **Permitted Automated Tools:** For the avoidance of doubt, the Platform's own official Auto-bid feature, offered natively within the Platform's bidding interface, is expressly permitted and does not constitute a prohibited automated bidding script, algorithm, or bot under Article 2.1.

Article 3: Anti-Circumvention and Fees Protection

1. **Bypass Prohibition:** Users are strictly prohibited from utilizing the Platform's messaging systems, description boxes, or user directory to share direct contact information (phone numbers, personal emails, physical store coordinates) with the intent of bypassing the Platform's auction mechanisms or Escrow services.
2. **Off-Platform Trading:** Negotiating or finalizing the purchase of a watch discovered on the Platform outside of our automated ecosystem ("off-platform trading") is a severe violation of platform integrity.
3. **Contractual Fine for Bypass:** Any User found attempting to circumvent or successfully bypassing the Platform's fee structure shall be liable to pay a contractually binding fine of €2,500 (two thousand five hundred Euros) per occurrence. As expressly agreed between the parties, this fine does not prejudice WatchIT Pro's right to claim full compensation for actual damages, loss of business revenue, and associated legal enforcement fees. This contractual fine remains subject to the court's statutory power to moderate (matigen) a manifestly disproportionate penalty under Article 6:94 of the Dutch Civil Code.

Article 4: Intellectual Property and Media Ethics

1. **Accurate Media Obligations:** Sellers must upload original, high-resolution photographs taken by themselves of the actual watch currently in their physical possession. The use of manufacturer stock images, images taken from other websites, or digitally altered/photoshopped media to conceal scratches, dings, or component defects is strictly prohibited.
2. **Serial Number Documentation:** For security and verification purposes, the precise serial number of the watch must be documented clearly in the listing configuration or made visible to the Platform's verification tools.
3. **License and Use of Media:** The intellectual property license Sellers grant to WatchIT Pro over uploaded media — including its use for marketing, indexing, and price database valuations, and its survival after the auction concludes or the User's account is terminated — is set out in full in Article 4 of the General Terms and Conditions. Users agree to comply with, and may not act contrary to, that Article.

Article 5: System Integrity, Security, and Scraping Defenses

1. **Prohibition of Data Harvesting:** Users are strictly prohibited from deploying web crawlers, data scrapers, spiders, extraction bots, or deep-linking tools to harvest platform data, price indices, user profiles, or original listing imagery.
2. **Infrastructure Abuse:** Any attempt to compromise platform security, reverse-engineer proprietary auction code, introduce malicious software, execute Denial of Service (DoS/DDoS) attacks, or overload our API connections will result in immediate criminal prosecution and full civil liability for corporate damages.

Article 6: Sanctions and Liquidation

1. **Disciplinary Framework:** Upon discovering a breach of this Policy, WatchIT Pro B.V. is authorized to take the following measures, cumulatively where warranted by the severity of the breach:
 - Issue a formal, binding operational warning.
 - Cancel active auction listings without refunding accrued fees.
 - Freeze Escrow payout distributions pending a full internal compliance audit.
 - Apply a contractual fine or deduct damages directly from the User's active Escrow balance via the Payment Provider.
 - Permanently suspend the User and all related corporate entities.
2. **Succession and Acquisition Safeguards:** All rights to enforce penalties, collect fines, defend media assets, and maintain platform blacklists transfer fully to any corporate successor or third-party acquiring entity of WatchIT Pro B.V., subject to the safeguards described in the Privacy Policy.

Article 7: Relationship to Other Platform Documents

1. This Fair Use & Platform Integrity Policy forms an integral part of the agreement between WatchIT Pro B.V. and the User, together with the General Terms and Conditions, the AML & KYC Policy, and the Privacy Policy.
2. Capitalized terms used but not defined in this Policy have the meaning given to them in the General Terms and Conditions.
3. In the event of a conflict between this Policy and the General Terms and Conditions, the General Terms and Conditions shall prevail.

Questions about this Policy? Contact support@watchitpro.com.