

THE RECLAIMED company

RIGHT TO REMOVE POLICY

Platform Content Moderation and Removal Rights

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1. Introduction

This Right to Remove Policy ('Removal Policy') sets out the circumstances in which The Reclaimed Company may remove, suspend, restrict, or modify content, listings, or accounts on the thereclaimedcompany.com platform, and explains the process for requesting removal of content.

The Reclaimed Company operates as a technology middleware platform facilitating marketplace activities. We do not proactively monitor all content on the Platform in real time, but we maintain robust rights and processes to remove content that violates our policies or applicable law.

2. Our Right to Remove Content

2.1 Absolute and Unconditional Right

We reserve an absolute, unconditional, and unilateral right to remove, suspend, restrict, modify, or refuse to publish any content on the Platform — including any listing, seller account, buyer account, review, comment, image, or other material — at any time and at our sole discretion, without prior notice, without providing reasons, and without liability to any party.

2.2 Grounds for Removal

Without limiting our absolute right, specific grounds on which we will or may remove content include:

- The content violates these policies, our Seller Terms, Auction Terms, Registration Terms, or any applicable law;
- The content appears false, misleading, deceptive, or likely to mislead buyers;
- The content relates to a prohibited item or category of goods;
- The content infringes any intellectual property rights including copyright, trade mark, or design right;
- The content contains defamatory, harassing, threatening, abusive, or discriminatory material;
- The listing or account is the subject of a legal complaint, court order, or law enforcement request;

- We have received a credible report that the item is stolen, misappropriated, or subject to a third-party title claim;
- The seller account has been suspended or terminated;
- The item creates a safety risk or reputational risk to the Platform or our users;
- We consider, in our absolute discretion, that the content is not appropriate for the Platform.

3. How Removal is Implemented

3.1 Immediate Removal

In cases of serious concern (including apparent illegal content, child safety risks, immediate safety hazards, or law enforcement requests), we will remove content immediately and without prior notice.

3.2 Notice Where Possible

In less urgent cases, we will endeavour to notify the seller or user affected by a removal decision by email, providing a summary of the reason for removal. However, we are under no obligation to provide notice before removal.

3.3 No Obligation to Restore

We are under no obligation to restore removed content. Following removal, we may in our discretion offer the user an opportunity to request reinstatement by providing additional information or by correcting identified issues.

4. Third-Party Removal Requests

4.1 Intellectual Property Complaints

If you believe any content on the Platform infringes your intellectual property rights, please submit a written notice to legal@thereclaimedcompany.com containing: your full name and contact details; identification of the intellectual property right claimed; identification of the specific infringing content (URL or listing reference); a statement that you have a good faith belief the use is not authorised; a statement that the information in your notice is accurate; and your signature.

4.2 Reports of Illegal or Harmful Content

Reports of illegal or harmful content should be submitted to report@thereclaimedcompany.com with as much detail as possible. We will review all credible reports and take such action as we consider appropriate.

4.3 Law Enforcement Requests

We will comply with lawful requests from law enforcement authorities, including disclosure of user information, preservation of records, and removal of content, in accordance with applicable law.

5. Account Suspension and Termination

5.1 Right to Suspend or Terminate

In addition to removing specific content, we reserve the right to suspend or permanently terminate any user account at any time, at our sole discretion, where we consider this necessary for operational, legal, or policy reasons.

5.2 Effect of Suspension or Termination

Upon suspension or termination: all active listings will be removed from the Platform; the user will lose access to their account and all associated data; outstanding transactions may be cancelled at our discretion; outstanding fees remain payable; and we may retain data in accordance with our Data Protection Policy.

5.3 No Liability for Suspension or Termination

To the fullest extent permitted by law, The Reclaimed Company shall have no liability to any user or third party arising from any suspension, termination, or removal of content carried out in accordance with this Removal Policy.

6. Repeat Infringers

We operate a repeat infringer policy. Accounts associated with repeated intellectual property infringements, policy breaches, or harmful content will be subject to permanent termination without further warning.

7. Appeals

If you believe a removal decision has been made in error, you may submit an appeal to appeals@thereclaimedcompany.com within 14 days of the removal. Please include your account details, a description of the removed content, and the basis for your appeal. We will review all appeals in good faith but are not obligated to reverse any removal decision, and our decision on appeal is final.

8. Governing Law

This Removal Policy is governed by English law. We reserve all rights available to us under English law in respect of content that violates applicable law.

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