

**Terms and Conditions**  
**ONLINE CHARITY AUCTION**

***“Art for Children” - Hogar Maria Luisa***

<b>Client:</b>	María Luisa Children's Home Civil Association (HML).
<b>Assets to be auctioned:</b>	Lot of several artworks from various artists, in the condition they are in and are displayed, which were fully donated to HML.
<b>Auctioneer:</b>	Francisco E. Cavalca (Registration T: 80 F: 77).
<b>Pre-Offer Start:</b>	Monday April 24th, 2023 10:00 am (GMT-3 Buenos Aires Time).
<b>Pre-Offer Close:</b>	Friday, May 4th, 2023. 12:00 pm (GMT-3 Buenos Aires Time).
<b>Live Streaming Event:</b>	Friday, May 4th, 2023. 06:00 pm (GMT-3 Buenos Aires Time).
<b>Portal:</b>	<a href="http://www.bidbit.ar">www.bidbit.ar</a>
<b>BASE:</b>	With a base price.
<b>CURRENCY:</b>	Argentine Pesos (\$).
<b>AUCTION TYPE:</b>	Countdown pre-offer, with live closing.

**FIRST. GENERAL TERMS.**

This document contains the terms and conditions for users who wish to participate in the electronic auction for charitable purposes to be carried out through Bidbit S.A. Our company, authorized by the CLIENT, offers to sell goods and receives purchase offers through its web platform: [www.bidbit.ar](http://www.bidbit.ar).

The [www.bidbit.ar](http://www.bidbit.ar) portal will provide publicly accessible information for all citizens interested in the characteristics of the goods to be auctioned, the conditions of participation, the present regulations, and the dynamics of participation in the auction.

**Registration.**

To register, users must enter their data on the web platform, [www.bidbit.ar](http://www.bidbit.ar), according to the procedure for using the web platform and accept these terms and conditions on the same platform.

**Guarantee Deposit.**

To acquire the bidder's quality, the interested user must register on the [www.bidbit.ar](http://www.bidbit.ar) portal and pay a deposit as a guarantee. To do this, you must contact via email to: [garantias@bidbit.ar](mailto:garantias@bidbit.ar) where you will be provided with the corresponding account number to make the deposit as a guarantee. Once this deposit is made, the interested party will send the proof of it to [garantias@bidbit.ar](mailto:garantias@bidbit.ar).

The reference insurance amount will be Argentine Pesos \$ 10.000 (ten thousand) Or its equivalent in dollars 100.

**Refunds.**

In case of not being the acquirer, the guarantee will be returned within ten (10) business days after the auction is completed. The bank charges that arise from said refund will be borne by the bidding user and will be deducted at the time of the refund. Bank charges to be deducted from refunds amount to **1.2%** of the amount received.

Once the guarantee deposit is credited, the user is in a position to make offers.

**Terms and Conditions Acceptance.**

Registration on the portal implies acceptance of the terms and conditions of this regulation by the interested parties, which are presumed to have been read and fully understood by them. By accepting these Terms and Conditions, the interested party declares under oath and under their exclusive responsibility that they are of legal age and/or have sufficient powers for this act. To ensure the correct and complete use of the portal and/or service, the interested party declares that they are aware that they must have the technical, electronic, and computer means necessary so that only they will be responsible for the defects of their devices and/or any eventual interference or micro cuts that their connections may have, or any deficiencies of any kind. Access to the portal will take place through the interested party's browser, and the use of access keys created and managed by them must be properly guarded by the registered interested party so that they cannot be disclosed to third parties or used by them. The registered interested party is fully responsible for the use that may be made of their personal keys.

**Making offers implies knowing and accepting these conditions.**

**SECOND. PROPERTY SUBJECT TO AUCTION.**

The property to be auctioned is owned by the contractor of our services; therefore, they exclusively reserve the right to withdraw the property from the auction until before its realization, without any right on the part of the bidders to claim compensation of any kind. Therefore, Bidbit S.A. and the acting auctioneer are exempt from all responsibility for the withdrawal of the property, as well as for the approval or non-approval of the auction result.

**THIRD. CATALOGUE.**

The photos and descriptions of the property to be auctioned will be available at [www.bidbit.ar](http://www.bidbit.ar) from April 17th, 2023. at 10:00 am (GMT-3 Buenos Aires time).

**FOURTH. DEADLINE.**

Offers for the PRE-OFFER period can be made through [www.bidbit.ar](http://www.bidbit.ar) from April 24th, 2023. until 12:00 pm (GMT-3 Buenos Aires time) on May 04th, 2023. Subsequently, on May 04th, 2023 at 6:00 pm, the closing of the auction via streaming will begin, and offers will be accepted in real-time bids will be taken by the auctioneer in charge of the auction.

### **All offers are subject to approval by the client.**

(The bidders will not have the right to make any claim).

### **FIFTH. CURRENCY AND PAYMENT.**

Payment must be made individually for each lot purchased and in Argentine pesos (\$) and "the winning bidder of the auction must present supporting documentation and/or information that substantiates the declared origin of the funds.

#### **Payment Methods.**

The payment methods will be:

1. Electronic transfer. Those donors who are winners will receive an email at the end of the auction informing them of the final settlement and the bank accounts prepared for this purpose.
2. Credit and Debit QR Cards. Those who are exclusively invited to attend the auction event can pay upon checkout by scanning the QR code from any payment application at the CHECK-OUT table. This modality may incur additional expenses charged to the bidder.

### **SIXTH. ADDITIONAL EXPENSES.**

The value of the contribution is the offered price. In addition, the donor must pay the commission and administrative expenses with their respective VAT. The seller will require documentation to be presented depending on whether the donor is an individual or legal entity, in addition to what is reported below.

### **SEVENTH. APPROVAL.**

The donation must be approved by the COMITENTE within 48 business hours. After approval:

- a) Donors must pay one hundred percent (100%) of the value set at auction within 48 business hours of the auctioneer informing of the donation's approval to the account to be provided.
- b) Bidders will receive an email accepting the offer from the Auctioneer, from which the aforementioned 48 business hours will begin to run.
- c) Once the deposit has been made into the designated bank account, the proof of payment must be sent

by email to: [administracion@bidbit.ar](mailto:administracion@bidbit.ar), stating the auction date and lot number. Anyone who fails to send the bank receipt via email will not be able to withdraw the desired lot. Failure to make the deposit in a timely manner will result in:

1. The loss of the entire amount paid in any concept, including participation insurance, commission, service, advance payment of the value of the donation, VAT on the corresponding concepts, etc. and, consequently without the right to any claim, constituting a case of regret on the part of the donor.
2. The bidder must pay all the expenses incurred by the client for the auction of the lot in question, without the right to make any claims, constituting a case of donor remorse.

#### **EIGHTH. COMMISSIONS.**

Buyers must pay Bidbit S.A. a commission (10% plus 21% VAT on the commission) and a service for administrative management, an additional 1.2% for those who pay by bank transfer, and 2.5% for those who pay by QR.

The VAT on the commission and administrative management service is 21% in all cases.

The commission due, the administrative management service, and the collection of Gross Income Tax - if applicable - are not included in the value of the bid and must be paid within 48 business hours after the approval of the bid by the CLIENT company is communicated via email, to a bank to be designated.

#### **NINTH. INVOICING.**

The commission, administrative management service, and any expenses to be paid together with these concepts, plus the corresponding VAT, will be invoiced in the name of the registered user who made the bid.

#### **TENTH. WITHDRAWAL.**

##### **Withdrawal**

May be carried out once the full price has been paid. All expenses incurred in the withdrawal of the property and/or national or international shipping will be borne by the buyer.

The person who carries out the withdrawal must present an authorization (signed by the donor) and a photocopy of the ID of the person who withdraws and the authorizer; in the case of legal entities, a copy of the statute/power of attorney showing their name (holder) must be added.

#### **ELEVENTH. RESPONSIBILITIES.**

The donors will hold the CLIENT and/or Bidbit S.A. harmless from any claims that may arise directly or

indirectly as a result of the acquisition made at the auction.

#### **TWELFTH. DAMAGES AND LOSSES.**

Bidbit S.A. is not responsible for damages or any type of loss derived from the transactions carried out between bidders and the commissioning company, acting only as a provider of virtual space for online auction dissemination. Bidbit S.A. is only limited to transmitting the data related to the assets (description, information, presentation, and advertising) provided by the commissioning company through [www.bidbit.ar](http://www.bidbit.ar).

Bidbit S.A. is not responsible for ensuring the accuracy of the information sent by the Comitente and what is published on the website (title, description, and images of the items).

Bidbit S.A. may, at its discretion, cancel any offer when it is not possible to authenticate the identity of the person in question or if they do not comply with the withdrawal and payment conditions.

The physical and/or legal person will be civilly and criminally responsible for the use of equipment, programs, or procedures that may interfere with the functioning of the web platform.

Bidbit S.A.:

- Will not be responsible for any inconvenience caused by technical difficulties or internet system failures;
- Does not guarantee continuous access to its services, as the operation of the Web Platform may suffer interferences caused by factors beyond its control.
- May at any time and at its sole discretion, add, cancel, or modify some or all of the services available on the web platform.

The purchaser who fails to comply with the stipulated conditions of time and/or form will not be able to participate in new auctions, and legal action will be taken against them as appropriate under these CS (Auction Conditions).

The breach of any obligation in time and form will constitute a case of regret by the purchaser, with the loss of the deposited or delivered guarantee and all amounts paid for the purchase. The selling company, without any prior notice, is authorized to freely dispose of the goods in question.

The bidders expressly accept the preceding conditions and are therefore subject to the provisions of these regulations.

**I accept the Auction Conditions stated here.**