

This is the charity auction policy for the David Lynch Foundation only as it pertains to this particular charity auction event facilitated by Basta Ventures ehf. (“Basta”). In connection with the auction to which these Conditions of Sale apply, Basta acts on behalf of the David Lynch Foundation (or “DLF”), including with respect to the auction website’s terms and conditions and the privacy policy applicable to data collected and used in connection with such auction. Basta does not retain any sensitive or personal user information for longer than the pre registration and auction period. All sensitive or personal user information processed or controlled by Basta during the auction period is only for the purposes of running a safe and secure auction experience and is permanently destroyed from the Basta platform and removed from the control of Basta at the end of the auction period.

Conditions of Sale

Participating in an Auction.

1. It is the David Lynch Foundation’s (hereafter “DLF”) policy to request a government issued identification containing a photograph, such as a passport, identity card or driver’s license in order for you to register to bid. DLF, together with DLF’s auction software provider, Basta Ventures ehf. (“Basta”), uses a vendor, [Veriff](#), to verify your identification and screen for regulatory and financial risk. Please review the DLF Privacy policy located on this website and Veriff Privacy policy located at <https://www.veriff.com/privacy-policy> regarding the processing of your information and your rights. Basta will never retain or have access to any of the information processed by Veriff for longer than the six (6) day auction period.
2. By bidding at auction, you agree that these Conditions of Sale are your entire agreement with DLF and that they govern all bidders. All bidders must be at least 18 years of age to place a bid. By registering to bid, you agree that your email address will be added to the DLF foundation database, to which you may unsubscribe at any time.
3. 100% of net proceeds will go to the David Lynch Foundation, a registered 501(c)(3) public charity. An additional bid processing fee of five percent (5%) of the winning bid amount will be split between the winning bidder and the DLF. DLF will pay 3.75% of the winning bid amount and the winning bidder will pay 1.25%. This bid processing fee will go to the auction software Provider, Basta Ventures ehf. (“Basta”) (<https://basta.ai/>).

A. Items and experiences are sold AS IS. We guarantee the authenticity of the lot to the extent described in the Authenticity Guarantee, and that you will receive good title to the lot to the extent required by law. OTHERWISE, YOU AGREE THAT EACH LOT IS SOLD “AS IS” AND IN THE CONDITION THAT IT IS IN AT THE TIME OF THE

AUCTION. NEITHER DLF NOR THE LOT DONOR MAKES ANY REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, CORRECTNESS OF THE CATALOGUE OR OTHER IMAGES, OR DESCRIPTIONS OF THE PHYSICAL CONDITION, SIZE, QUALITY, RARITY, IMPORTANCE, MEDIUM, FRAME, PROVENANCE, EXHIBITIONS, LITERATURE, OR HISTORICAL RELEVANCE OF ANY LOT. No statement anywhere, whether oral or written, whether made in an advertisement, a bill of sale, or elsewhere, can be relied on by you or others to be a warranty, representation, or shall give rise to the liability of DLF or the LOT DONOR. Images and condition reports are not meant to be complete or a substitute for assessing the condition of the lot yourself or through an agent you may engage; they are for guidance only. Nothing in any written or oral descriptions of a lot constitutes a representation of fact; they represent the opinions held by DLF.

Experiences auctioned through DLF require the winning bidder to coordinate the details with DLF and the Lot Donor to complete. That process normally involves messaging and scheduling between all parties (i.e. winners, DLF, Donors, venues). Details discussed include but are not limited to experience dates, arrival procedures, airfare, hotel accommodations, restrictions, will-call requirements, and any other on-site notes. Scheduling requires an initial request sent by the customer, and a followup confirmation submitted by relevant redemption contacts. By using DLF's website to bid and win lots, bidders agree that scheduling is subject to the Donor's availability. In addition, bidders agree that they are bound by all site terms of use and auction conditions of sale. The experience may not be resold or re-auctioned. Travel and accommodations are not included. We expect all winning bidders and their guests to conduct themselves appropriately when attending an experience won through the DLF website. Decorum and adherence to all rules and guidelines are a must. Blackout dates may apply. To be scheduled at a mutually agreed upon date, based on the experience providers availability.

4. Third-Party Guarantees or Irrevocable Bids. DLF may, from time to time, secure an irrevocable bid from a third party. DLF will execute the irrevocable bid during the auction, but the irrevocable bidder may place additional bids higher than the irrevocable bid. Irrevocable bidders are prohibited from advising, or bidding for, other bidders for the lot subject to the irrevocable bid. Any bidder who is receiving advice on bidding for a lot with an irrevocable bid may ask the advisor if the advisor has placed the irrevocable bid or advised another bidder to place the irrevocable bid.

5. Bid Processing Fee. A bid processing fee of one and one quarter percent (1.25%) will be added to the winning bidders hammer price. The DLF will also pay a three and three quarter percent (3.75%) bid processing fee. This Bid processing fee is used to pay DLF's auction software provider, Basta (<https://www.basta.ai/>).

6. Registering to Bid. When accessing the DLF auction website (<https://billackman.davidlynchfoundation.org>) you must either log in to your account or register to create an account if you do not already have one. You may then place bids subject to these Conditions of Sale once the auction has opened in accordance with DLF's

standard bidding increments. You agree that all bids that you submit are final and irrevocable. DLF reserves the right, in its sole discretion, to refuse your participation before, during, or after the sale.

7. Bidding. The bidder who places the highest bid accepted by DLF will be the purchaser of the lot. DLF has absolute discretion in all matters relating to bidding, including, but not limited to, identifying the winning bidder, handling mistakes or errors in bidding, re-opening bidding, canceling the sale, and re-offering the lot for sale. DLF and the Lot Donor are not liable for any errors in the bidding process. As soon you place and confirm your bid amount, your bid is submitted. You accept and agree that bids submitted by you are final. DLF is not responsible or liable for any problems, delays, or other issues resulting from the use of the Internet, including but not limited to transmission, execution, or processing of Bids. A bidder should make certain to bid on the correct lot. The Bidder should make sure the bid price they enter (including any taxes or fees) is the price they are willing and able to pay. Once the hammer has fallen and DLF has announced the winning Bidder, that Bidder is unconditionally bound to pay for that lot, even if the Bidder has made an error. A bid(s) entered by mistake on the part of a bidder is NOT grounds for cancellation of that bid. Each bidder is responsible for his or her own account and bids. In addition, allowing access to another who enters a bid without your knowledge is NOT grounds for cancellation of a bid.

a. “Maximum Bids.” Instead of placing multiple bids on a lot, you may enter a “maximum bid.” The DLF platform, powered by its auction software vendor Basta.ai, will then execute your maximum bid in response to competitive bids based on DLF’s standard bidding increments in an amount up to, but not exceeding, the amount of your maximum bid. You may increase the amount of your maximum bid while the auction is in progress, but you may not lower your maximum bid after it has been submitted.

b. Bidding Notifications. DLF will send you electronic notices (via email) when you have registered to bid, placed a bid, been outbid, or at the conclusion of the auction in the event you are the winning bidder.

c. Extension of bidding time. If a bid is received within the final five (5) minutes of bidding time on a lot, the time within which an additional bid may be placed will be extended for five (5) minutes. Such extensions will continue each time an additional bid is placed until there has been no bidding for two (2) minutes.

d. Bidding by DLF. DLF’s officers, directors, employees, etc. may bid in an auction only if such person does not know the reserve and does not have access to any other material information not known to the public.

e. Other Bidding. DLF reserves the right, in its sole discretion, to execute written or telephonic bids, but shall have no obligation to do so and shall not be liable for any errors or omissions in executing such bids should it agree to do so.

f. Bidding Increments. Bids may only be entered in the following increments:

\$50 to \$1,000 by \$50's \$1,000 to \$2,000 by \$100's \$2,000 to \$5,000 by \$200's \$5,000 to \$10,000 by \$500's \$10,000 to \$20,000 by \$1,000's \$20,000 to \$50,000 by \$2,000's \$50,000 to \$100,000 by \$5,000's \$100,000 to \$200,000 by \$10,000's Above \$200,000 at DLF's discretion

8. Withdrawal. DLF reserves the right to withdraw any lot before, during, or after the sale; we shall have no liability whatsoever for such withdrawal.

9. Bidders. By participating in the sale, you represent, warrant, and agree that:

a. Neither you individually nor—if “you” are a company or other entity—any person who owns, partly owns, or controls the company or entity, are subject to trade sanctions, embargoes, or any other restriction on trade in the jurisdiction in which you or it does business, as well as under the laws of the European Union, the laws of England and Wales, or the laws and regulations of the United States (collectively, “Sanctioned Person(s)”);

b. Where acting as agent (with DLF's prior written consent), your principal is not a Sanctioned Person(s), nor owned (in whole or in part) by a Sanctioned Person(s), nor controlled by a Sanctioned Person(s);

c. None of the purchase price will be funded by any Sanctioned Person(s), nor will any party involved in the transaction, including, but not limited to, financial institutions, freight forwarders or other forwarding agents, or any other party, be a Sanctioned Person(s), nor owned (in whole or in part) by a Sanctioned Person(s), nor controlled by a Sanctioned Person(s), unless such activity is authorized in writing by the government authority having jurisdiction over the transaction or in applicable law or regulation; and

d. You are financially sound and know when and how you will pay for the lot if you are the winning bidder.

10. Record of Sale. The record of sale kept by DLF is absolute and final in all disputes. In the event of a discrepancy between any online records or messages provided to you and the record of sale kept by DLF, the record of sale will govern.

11. Winning Bidder's Obligations. Subject only to these Conditions of Sale, the closing of the lot establishes a binding contract and the winning bidder. DLF will email an invoice in the name of, and with the address registered for the bid, the winning bidder, which cannot be transferred to other accounts, names, or addresses without DLF's explicit agreement in writing.

a. **Payment.** Unless otherwise agreed by DLF in writing, the winning bidder must pay the full price invoiced (including bid processing fee, applicable tax, and other amounts due), so that it is received by DLF within five (5) business days of the date of the invoice. Unless otherwise agreed, all payments will be made by wire transfer.

b. **Tax.** Unless exempted by law, the purchaser will be required to pay the applicable state and local sales tax on the total purchase price, including the bid processing fee,

regardless of the state or country in which the purchaser resides or does business. If the lot is delivered to a state where DLF is not required to collect sales tax, it is the responsibility of the buyer to self-assess any sales or use tax and remit it to the taxing authorities in that state.

c. Title. Title to, and right to possess, a lot will not pass until DLF has received the full purchase price in good, cleared funds. DLF is not obligated to release a lot to the winning bidder unless he, she, or they have paid the full purchase price (inclusive of the bid processing fee, taxes, and any other costs identified by DLF).

d. Collection of Property. Unless otherwise agreed to in writing, purchasers must arrange for the lot to be delivered to them, at their expense, within 30 days of the auction. DLF's liability for loss or damage to the Lot shall cease upon the earlier of (a) 30 calendar days after the auction or (b) the release of the Lot to your designated agent.

e. Exports and Permits. It is the purchaser's sole responsibility to identify and obtain any necessary export, import, or other permit for the lot. Any notices in the lot description reflect DLF's reasonable opinion at the time of publication and are for bidders' general guidance only. DLF makes no representations or warranties as to whether any lot is or is not subject to export or import restrictions or any embargoes

12. DLF's Obligations: Data Protection. DLF will hold and process your personal information and may share it with its third-party service providers for use as described in, and in line with, DLF's Privacy Policy, published on its website. Additionally, as the auctions will be conducted via Basta Ventures ehf. ("Basta"), your information will be processed by Basta in accordance with its Privacy Policy which can be obtained by contacting Jake@basta.ai. Under European data protection laws, you may object, by request and free of charge, to the processing of your information for certain purposes, including direct marketing, you may access and rectify personal data relating to you, and may obtain more information about DLF's data protection policies by writing to casey@davidlynchfoundation.org.

b. EU CONSUMER RIGHTS DIRECTIVE. If you are a consumer habitually residing in the European Union and the Seller of the lot you have bought is not a consumer, you have the right under the EU Consumer Rights Directive to cancel your online purchase within 14 days of the date you collect the lot or it is delivered to you.

If you qualify for the cancellation right and wish to exercise it, you must notify us in writing within 14 days of the date you collect the lot, or it is delivered to you ("Cancellation Period"). You are considered to have collected a lot if you collect, or someone you authorize, collects the lot on your behalf. Within 14 days of sending us the cancellation notice, you must return the property to us at your own cost in the same condition as when it was collected by or delivered to you. If a lot was delivered to you, you should use the same shipping method that was used to deliver the lot to you to return the lot. You must pay all return shipping costs, including any applicable import and customs fees, charges and taxes, and answer for any loss or damage to the lot incurred after it was released to you.

Upon receiving the lot, and provided it is in the same condition as when the lot was collected by or delivered to you, we will reimburse the Purchase Price you paid (less any deductions for loss in value of the Property due to your actions or those of one or more of your agents) by the same means that you used to pay the invoice.

13. DLF's Rights.

a. Concerns about Funds. DLF has the right to refuse to accept payment if, in its sole discretion, it has concerns about the accuracy of any of the representations and warranties above, payment comes from a source other than the registered winning bidder identified by DLF as the purchaser of record, or if it believes that accepting the payment would be unlawful or may subject DLF to any liability.

b. Unmet Payment Obligations. If you fail to pay the full purchase price invoiced (including bid processing fee, applicable tax, and other amounts due) for a lot in good, cleared funds within five (5) days of the close of the auction, we may in our sole discretion exercise one or more of the following remedies:

i. Cancel the sale of the lot, retaining any partial payment as liquidated damages;

ii. Charge interest at 12% per annum from the date payment became due until the date the full purchase price is received in cleared funds; iii. Resell the lot by auction or private sale, with estimates and a reserve set at DLF's reasonable discretion, it being understood that in the event such resale is for less than the original hammer price plus bid processing fee for that lot, the initial purchaser will remain liable for the shortfall together with all costs incurred in connection with such resale;

iii. Commence legal proceedings to recover the hammer price plus bid processing fee for that lot, together with interest, reasonable attorney's fees, and the costs of such proceedings; v. Set off the outstanding amount remaining unpaid by the purchaser against any amounts which we may owe the purchaser in any other transactions; and/or

iv. Release information about the winning bidder sufficient to enable the Lot Donor to recover the amounts due from the auction, plus costs and reasonable attorneys' fees, in legal proceedings or otherwise.

14. Resolving Disputes. We hope never to have any disputes with you but, if we do, we will first try to resolve it amicably if we (in our sole discretion) believe that we reasonably can. If we do not resolve the dispute, this section contains the important terms to which you and other bidders agree by participating in the auction.

a. Governing Law and Jurisdiction. These Conditions of Sale, as well as bidders', the purchaser's, and our respective rights and obligations hereunder, shall be governed by and construed and enforced in accordance with the laws of the State of New York. You agree to submit to the exclusive jurisdiction of courts located in the State of New York, USA.

b. **Limitation of Liability.** Under no circumstances shall the aggregate liability of DLF and the Lot Donor to a purchaser exceed the purchase price actually paid. DLF will not be liable for any errors or failures to execute bids or for any errors or failures caused by (i) a loss of connection to the internet or the DLF online platform by either DLF or a bidder; (ii) a breakdown or problem with DLF's online platform software; or (iii) a breakdown or problem with a bidder's Internet connection, mobile network, or computer.

c. **Allocation of Dispute Costs.** The prevailing party—you or we as determined by the court—will be entitled to recover the costs of the dispute, including reasonable attorneys' fees and other costs, plus interest at the rate authorized by the law of New York.

Website Terms and Conditions

Introduction

Please review these Terms and Conditions (the "Terms") as they contain important information regarding your use of the DLF website (the "Website"). These Terms are entered into by and between you and DLF. ("DLF", "we", "us" or "our") and govern your access and use of the Website. By accessing the Website, you agree to be bound by these Terms and our Privacy Policy. If you purchase merchandise from the Website and/or participate in auctions by buying or donating lots, you agree to any additional terms relevant to those services (the "Services"). When you register, provide your e-mail address to us, or send us e-mails, you consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on the Website.

We may change these Terms from time to time, at any time without notice to you, by posting such changes on the Website. You are responsible for periodically checking the Terms. You will know if the Terms have been updated since your last visit to the Website by referring to the "Last Modified" date at the bottom of this page. **IF YOU DO NOT AGREE TO THE CURRENT VERSION OF THE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO REFRAIN FROM ACCESSING OR OTHERWISE USING THE WEBSITE OR THE SERVICES.**

Registration

Registration is required to participate in any auction on the DLF platform. You will be required to provide some personal information such as name, valid email address, mobile phone number and government ID. We may use this information to verify your identity. If you register with the Website, you agree you are at least the age of eighteen years (18) and you will provide true, accurate, current and complete information about yourself as prompted by the registration form ("Registration Data"). If you provide any

Registration Data that is untrue, inaccurate, not current or incomplete, or we have grounds to suspect that the Registration Data is untrue, inaccurate, not current or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Website. You may edit or update your Registration Data by contacting us at jake@basta.ai.

You have the option to register through Facebook, Google or Email. If you register through email, you will create a password. You are responsible for maintaining the confidentiality of any such password and are fully responsible for all activities that occur under your account. You agree to immediately notify us of any unauthorized use of your password or account or any other breach of security. We are not liable for any loss or damage arising from any unauthorized use of your account.

Prohibited Activities

You agree that you will not do any of the following: • Fail to comply with any applicable statutes, orders, regulations, rules, and other laws; • Use the Website for any fraudulent or unlawful purpose; • Post, upload, share, transmit, distribute, facilitate distribution of or otherwise make available to or through the Website any unlawful, infringing, harmful, harassing, defamatory, threatening, intimidating, fraudulent, tortious, vulgar or otherwise objectionable material of any kind, including unauthorized or unsolicited advertising; • Reproduce, duplicate or copy any Content or sell or otherwise exploit for any commercial purposes any portion of, the use of or access to the Website; • Breach or attempt to breach the security of the Website; • Interfere with the Website by submitting any virus, worm, spyware, adware or other malicious computer code, file or program that is harmful, invasive or may or is intended to damage or hijack the operation of, or monitor the use of, the Website or the Services; or • Use any data mining, bots, spiders, automated tools or similar data gathering and extraction methods on the Website.

Intellectual Property

All content appearing on the Website (the "Content") are protected intellectual property of, or used with permission or under license by, DLF. Such Content may be protected by copyright, trademark, patent or other proprietary rights and laws. All intellectual property rights associated with the Website are proprietary to us or our licensors. You do not acquire any right, title or interest in any content by accessing the Website.

If you believe that your copyrighted work has been copied in a way that constitutes copyright infringement, please provide us the following information: (i) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (ii) a description of the copyrighted work that you claim has been infringed; (iii) a description of where the Content that you claim is infringing is located on the site; (iv) your address, telephone number, and e-mail address; (v) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and (vi) a statement by you, made under penalty of perjury, that the above information in the notice is accurate and that you are the

copyright owner or authorized to act on the copyright owner's behalf. Notices of claims of copyright infringement should be directed to: jessica@davidlynchfoundation.org

Third Party Links

Our Website may contain links to other sites and resources provided by third parties, these links are provided for your convenience only. We have no control over the contents of those sites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third party websites linked to this Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

Limitation of Liability

WE DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE, VALIDITY, ACCURACY, RELIABILITY OF, OR OTHERWISE RESPECTING THE CONTENT ON THE WEBSITE. DOWNLOADING OR OTHERWISE OBTAINING ANY CONTENT THROUGH THE WEBSITE IS DONE AT YOUR OWN RISK. THE CONTENT OF THE WEBSITE IS PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT POSSIBLE UNDER APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO NONINFRINGEMENT.

DLF AND ITS PARTNERS, OFFICERS, EMPLOYEES, AGENTS, AND CONTRACTORS WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING OUT OF OR RELATING TO THE USE OF OR THE INABILITY TO USE THE WEBSITE OR THE SERVICES, THE WEBSITE'S CONTENT, OR LINKS, INCLUDING BUT NOT LIMITED TO DAMAGES CAUSED BY OR RELATED TO ERRORS, OMISSIONS, INTERRUPTIONS, DEFECTS, DELAYS IN OPERATION OR TRANSMISSION, OR COMPUTER VIRUSES, NOR SHALL THERE BE ANY LIABILITY FOR ANY ACTS, OMISSIONS OR CONDUCT OF ANY USER OR OTHER THIRD PARTY.

DLF AND ITS PARTNERS, OFFICERS, EMPLOYEES, AGENTS, AND CONTRACTORS WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

Indemnity

You agree to indemnify and hold harmless DLF and its partners, officers, employees, agents and contractors from any and all claims, damages, losses, costs (including without limitation reasonable attorneys' fees) or other expenses that arise directly or indirectly out of or from: (i) your breach of any provision of these Terms; (ii) your

activities in connection with the Website, our Services or the Merchandise; or (iii) unsolicited information or content you provide to us through the Website.

International Users

DLF Website is controlled by DLF from our offices within the United States of America and from is not intended to subject us to the laws or jurisdiction of any country or territory other than that of the United States. WE DO NOT REPRESENT OR WARRANT THAT THE WEBSITES OR ANY PART THEREOF ARE APPROPRIATE OR AVAILABLE FOR USE IN ANY PARTICULAR JURISDICTION OTHER THAN THE UNITED STATES. Those who choose to access the Website do so on their own initiative and at their own risk, and are responsible for complying with all local statutes, orders, regulations, rules, and other laws.

Governing Law/Disputes

These Terms and the Privacy Policy shall be governed by and construed and enforced in accordance with the laws of the State of New York. Any legal suit, action or proceeding arising out of, or related to, these Terms or the Privacy Policy shall be instituted exclusively in the federal or state courts located in New York, New York. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

Last Modified: December 1, 2022

Privacy Policy

Introduction

The David Lynch Foundation Auction Website (the “Website”) is owned and operated by the David Lynch Foundation. (“DLF”, “we”, “us” or “our”). This Privacy Policy describes the personal information DLF collects and how that personal information may be used, maintained and shared. This Privacy Policy applies to all individuals who access the Website, engage the services of (“Services”) of DLF, or otherwise interact with DLF. By using or accessing the Website and/or Services, you acknowledge that you have read and understood this Privacy Policy.

DLF is the “controller” and is responsible for deciding how personal information is used and processed in connection with the Website and Services. If you have any questions or concerns about the Privacy Policy, please contact casey@davidlynchfoundation.org.

We may amend our Privacy Policy from time to time, at any time without notice to you, by posting such changes on the Website. You are responsible for periodically checking the Privacy Policy. You will know if the Privacy Policy has been updated since your last visit to the Website by referring to the “Last Modified” date at the bottom of this page. IF YOU DO NOT AGREE TO THE CURRENT VERSION OF THE PRIVACY POLICY,

YOUR SOLE AND EXCLUSIVE REMEDY IS TO REFRAIN FROM ACCESSING OR OTHERWISE USING THE WEBSITE OR THE SERVICES.

Information We Collect About You

“Personal Information” includes any information that enables us to identify you, directly or indirectly, by reference to any identifiers such as name, identification number, location data, online identifier or one or more factors specific to you. It does not include information that is considered anonymous or aggregated by applicable law.

Information You Provide to Us

The types of information that we may collect directly from you includes information that you provide when you register on the Website or agree to use our Services, such as: personal details (e.g., name, date of birth), contact details (e.g., shipping/billing address, phone number, email address), transaction information (e.g., bidding or purchase records, shipping details, information about items you purchase or wish to consign), financial information, username and password, and identification information.

It is DLF’s policy to request a government issued identification containing a photograph, such as a passport, identity card or driver’s license when you register to bid. DLF will use this information to verify your identification through their vendor Veriff, and screen for regulatory and financial risk.

How We Use Your Personal Information

We use your Personal Information for the following purposes, as permitted by applicable law: • To fulfill your orders and purchases, facilitate auctions, provide the Services and manage your account; • To send you information about auctions that you may be interested in; • To send you marketing communications and other materials or information that may interest you; • To verify your identity; • To protect against risk of fraud; • To comply with legal obligations to which we are subject and cooperate with regulators and law enforcement bodies; and • For other purposes that we tell you about specifically when you register or provide information about yourself to us.

How We Disclose Your Personal Information

We may disclose your Personal Information to other companies or entities as follows: • To business partners and vendors that work on our behalf to provide services such as item shipments, mailings, customer account and technology support, secure payment processing, identity verification, fraud prevention, digital marketing management, and data storage; • To consignors and others as needed to facilitate a consignment or purchase; • To meet certain legal compliance requirements, for example under anti-money laundering laws or customs laws and regulations; • To law enforcement or other entities as required; and • As part of a liquidation, or transfer of our business assets.

Grounds for Processing Your Personal Information

We rely on the following legal grounds to process your Personal Information: • We process your Personal Information with your consent (eg. If you ask us to send you information about upcoming auctions). • We process your Personal Information when we need to do this to fulfill a contract with you (e.g., for billing purposes) or where we are required to do this by law (e.g., where we have to fulfill anti-money laundering requirements). • We process your Personal Information when it is our legitimate interests to do this and when these interests are not overridden by your data protection rights, such as ensuring the security of our Services, developing new business opportunities, maintaining accurate business records, and ensuring that our Website operates effectively.

Your Data Protection Rights

You can control some of our use or collection of your Personal Information: • Receiving marketing messages from us: You may also stop email marketing by using the “unsubscribe mechanism” at the bottom of our email marketing messages. Please note that even if you opt-out of receiving emails, you may still receive communications related to your interaction with us (such as confirmation of a registration, email communications regarding an auction or purchase receipts) or otherwise as required by law. You may edit the Personal Information that is stored in your user account on our website (e.g. your passwords and other contact information) by contacting us at casey@davidlynchfoundation.org. We will endeavor to respond to your request as soon as practicable. Before we are able to provide you with any information, correct any inaccuracies, or delete any information, however, we may ask you to verify your identity and to provide other details to help us to respond to your request.

We may need to keep Personal Information we have collected about you to respect your decision to opt-out, for record-keeping and other purposes.

How We Protect Your Personal Information

We protect your information using commercially reasonable physical, technical, and administrative security measures designed to comply with applicable legal requirements and safeguard the Personal Information we collect. No security measures are perfect or impenetrable and we cannot guarantee the absolute security of your Personal Information. You remain responsible for protecting your username and password and for the security of information you transmit to us over the Internet.

We Do Retain Your Personal Information for a Limited Amount of Time

We will keep your Personal Information for as long as we have a relationship with you. Once our relationship with you has come to an end, we will retain your Personal Information for a period of time that enables us to:

- Maintain business records for analysis and/or audit purposes.

- Comply with record retention requirements under the law or other relevant legal or regulatory requirements.
- Defend or bring any existing or potential legal claims.
- Deal with any complaints regarding the services.

We will delete your Personal Information when it is no longer required for these purposes.

International Transfers.

Your Personal Information will be stored and processed by us in jurisdictions, including the United States, where laws regarding data protection may be less stringent than the laws in your country. By using this Website and by providing any Personal Information, all users, including without limitation users in Canada, the UK and the European Union, acknowledge our collection and processing of such Personal Information in such jurisdictions.

Children's Privacy

Our Website is not directed at children under the age of 13 and we do not knowingly collect data about children.

Additional Information and Rights for EEA, UK and Swiss Residents

Under European data protection law, in certain circumstances, you have the right to:

- Request access to any Personal Information we hold about you as well as related information, including the purposes for processing the Personal Information, the recipients or categories of recipients with whom the Personal Information has been shared, where possible, the period for which the Personal Information will be stored, the source of the Personal Information, and the existence of any automated decision making.
- Obtain without undue delay the rectification of any inaccurate Personal Information we hold about you.
- Request that Personal Information held about you is deleted.
- Prevent or restrict processing of your Personal Information.
- Request transfer of Personal Information directly to a third party where this is technically feasible.

Also, where you believe that DLF has not complied with its obligation under this Privacy Policy or European law, you have the right to make a complaint to an EU Data Protection Authority or the UK Information Commissioner's Office. You can exercise any of these rights by contacting us at casey@davidlynchfoundation.org

Additional Information and Rights For California Residents

Under the California Consumer Privacy Rights Act ("CCPA"), California residents have the right to:

- request and receive disclosure of Personal Information collection practices during the prior 12 months, including the categories of Personal Information we collect, the categories of sources of such information, our business purpose for collecting or sharing such information, and the categories of third parties with whom we share such information;
- request and receive a copy of the Personal Information we have collected

about them during the prior 12 months; • request and receive disclosure of our information sharing practices during the prior 12 months, including a list of the categories of Personal Information sold with the category of third party recipients and a list of the categories of Personal Information that we disclosed for a business purpose; • request that we not sell Personal Information about them; and • request that we delete (and direct our service providers to delete) their Personal Information subject to certain exceptions.

For purposes of the CCPA, “Personal Information” means information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular California resident or household.

To exercise the access, portability and/or deletion rights described above, please submit a verifiable consumer request to us by emailing us at casey@davidlynchfoundation.org. Please note that we may request specific information from you in order to verify your identity, and there may be circumstances where we will not be able to honor your request. For example, if you request deletion, we may need to retain certain Personal Information to comply with our legal obligations or other permitted purposes. We will only use Personal Information provided in a verifiable consumer request to verify your identity or authority to make the request.

For requests for deletion of your information please understand that California law permits us to retain certain information and not to delete it under certain circumstances. By way of example, we are not required to comply with a request to delete information if the information is necessary for us to complete a transaction for you or otherwise perform a contract; to detect, protect against, or prosecute security incidents, fraud or illegal activity; to use the information only internally in ways reasonably aligned with your expectations as our customer (such as maintaining sales records), and to comply with legal obligations. If we receive such a request from you we will notify any service providers we have engaged to delete your information as well. We will not discriminate against you as a result of your exercise of any of these rights.

Selling information

We do not sell your information for monetary consideration, and we do not disclose your information for other valuable consideration.

General

As this Privacy Policy is part of our Website Terms and Conditions (“Terms”), any disputes between us that relate to privacy or the use of your information, and that arise out of or are related to this Privacy Policy, the Website or our Services, will be subject to our Terms, including any provisions regarding the limitation of damages and liability, governing law and jurisdiction.

Last Modified: December 1, 2022

