

## Terms and Conditions

### 1. BACKGROUND

The following Terms and Conditions constitute an agreement ("Terms") between you as a User of this Website and Dockstr AB, a company registered in Sweden with company number: 559098-0867, owner of this Website. Your agreement to comply with and be bound by these Terms is deemed to occur upon your first use of the Website. If you do not agree to be bound by these Terms, you should stop using the Website immediately.

The Terms consist of general terms applicable to all parts of the Website, as well as specific terms for certain functionality of the Website, e.g. for selling/purchasing Items, for rentals or for provision of services, as indicated below. If not indicated, the specific terms of that section shall apply to all parts of the Website.

If you have a separate agreement with us regarding the use of the Website, the terms of such an agreement shall prevail over these Terms in case of conflicting terms.

These Terms govern the use of the Website and shall apply to all Users using it.

### 2. DEFINITIONS AND INTERPRETATION

2.1. In these Terms, the following terms shall have the following meanings:

**"Equipment"** means equipment that the User has decided to list on the Website for sale or rental;

**"Product" / "Products"** means a product or products that the User has decided to list on the Website for sale;

**"Service" / "Services"** means a service or services that the User has decided to list on the Website for sale;

**"Dockstr" / "we" / "us"** means Dockstr AB, a company registered in Sweden with company number 559098-0867;

**"Terms"** means these Terms & Conditions, as updated from time to time, applicable to all use of the Website;

**"Code of Conduct"** means the Code of Conduct by which Users are required to adhere, as updated from time to time, and applicable to all use of the Website;

**"User" / "Users" / "You" / "Your"** means the individual or legal entity accessing and using the Website; and

**"Website"** means the website provided by Dockstr at [www.dockstr.com](http://www.dockstr.com), as well as the services provided by Dockstr therein.

**"Fee" / "Fees"** means the payment made by the User in return for the services provided by Dockstr. Such fee or fees are as shown on the Website or as set-out by separate agreement

### **3. ACCEPTANCE OF TERMS**

- 3.1. Prior to using all parts of the Website, you must have read, understood and accepted the Terms. By checking the "I accept" box during account sign-up, you agree to strictly adhere to the Terms and to be legally bound to the Terms in relation to us.
- 3.2. If you use the Website on behalf of a company or other legal entity, you represent and warrant that you have full authority to legally bind that company or other legal entity to the Terms.
- 3.3. If you are under 18 years old, or under the legal age in your country of residence, you may only use the Website if agreed to by a parent or legal guardian. In such case, your parent or legal guardian agrees to be legally bound by the Terms.
- 3.4. If you do not agree to the Terms or any updated version of it, you may not use the Website.

### **4. ACCOUNT CREATION**

- 4.1. You need to create an account in order to get access to all parts of the Website. When creating the account, you can choose to provide us with the account details directly, or use a LinkedIn account. If you use a LinkedIn account to login, LinkedIn Corporation will share certain information with us as specified during login, such as your name and e-mail address.
- 4.2. You are responsible for providing accurate, current, and complete information in connection with your registration. You acknowledge that the account details provided by you are true and correct and that, when necessary, you will update your account details so that they remain true and correct.

### **5. SCOPE OF AGREEMENT**

- 5.1. Dockstr has developed the Website as an online marketplace which is intended to facilitate the interaction between Users' of the Website in accordance with the Terms. All use of the Website by User must be carried out in accordance with the Terms, Dockstr's instructions and guidelines, and applicable law.
- 5.2. Dockstr is not in possession of the Items and/or provision of services on the Website and is not involved in the transaction between buyer and seller. Dockstr's role is solely to provide a functional online platform which allows Users to trade more easily.
- 5.3. An agreement for sale / purchase of Items, rental, or provision of services, shall be entered directly between Users. Unless otherwise agreed, Dockstr is not part of such agreement. Dockstr's responsibility is solely to provide the Website in accordance with the Terms.

### **6. SALE OF EQUIPMENT**

- 6.1. The User may use the Website to list Equipment for sale, in accordance with the Terms.
- 6.2. It is free of charge for Users to list Equipment for sale in accordance with the free-to-use account. Beyond the terms of the free-to-use account, the listing of equipment for sale is subject to a fee.
- 6.3. It is free of charge for Users to purchase Equipment via the Website, unless specifically agreed otherwise.

## **7. EQUIPMENT FOR RENT**

- 7.1. The User may use the Website to list Equipment for rent, in accordance with the Terms. Listed rentals will be shown on the Website for other Users with the information, requirements and pricing provided by the User.
- 7.2. Listing of a rental on the Website is subject to a Fee

## **8. SALE OF PRODUCTS**

- 8.1. The User may use the Website to list Products for sale, in accordance with the Terms. Products will be shown on the Website for other Users with the information, requirements and pricing provided by the User.
- 8.2. Listing of Products on the Website is subject to a Fee.

## **9. SERVICES**

- 9.1. The User may use the Website to promote its Services through the Website in accordance with the Terms. Promoted Services will be shown on the Website for other Users with the information, requirements and pricing provided by the User.
- 9.2. Listing of Services on the Website is subject to a Fee.

## **10. PAYMENT**

- 10.1. When you register for an account, you receive a limited, free-to-use account, unless otherwise agreed with us. The limited account will allow you to browse the Website, list Equipment for sale and contact other Users as listed on the Website although restrictions shall apply to such free-to-use accounts (e.g. restricted number of monthly listings, messages, etc).
- 10.2. Listing of sales of Equipment are free unless otherwise agreed. Listing of rentals, Products or Services is subject to a Fee or Fees. Please check the Website for current fee structure, unless otherwise separately agreed in writing with Dockstr. All prices are shown in USD excluding VAT, unless stated otherwise.

- 10.3. Payment of Fees shall be made with one of the payment options available at any given time on the Website. Payments made through the Website are handled by a third-party provider. We do not handle any payment data for such payments, for example credit card details. For more information regarding the payment services available through the Website, please visit the website of the third-party provider providing the payment method.
- 10.4. Where a recurring Fee (such as listing fee or subscription fee) applies, the first payment for a shall be made in connection with User signing up for the service involved. The recurring Fee will then be charged in advance. To cancel, User must inform Dockstr with a thirty days' prior written notice. In the event of cancellation, User will not be entitled to any refund for already paid fees.
- 10.5. Unless otherwise expressly stated in writing, you are solely responsible for any taxes or fees arising from your use of the Website.
- 10.6. Dockstr reserves the right to apply charges for additional/premium functionality at some time in the future, subject to providing reasonable notice in writing to User.

## 11. USER OBLIGATIONS

- 11.1. When using the Website, User undertakes to comply with the Terms, the Code of Conduct (see section 16) and any applicable guidelines. User may not use the Website in a way that causes Dockstr or any third-party harm.
- 11.2. User is obliged to comply with all relevant laws and regulations that apply to User's use of the Website in the respective country where User will use it. It is solely the responsibility of User to comply with all relevant laws and regulations.
- 11.3. User warrants, represents and covenants that it will: (a) not list any Equipment or Product that it does not have the right to sell, rent out or otherwise provide; (b) not use the Website in connection with any unlawful purpose; (c) not use the Website for the disposal of any hazardous products; and (d) not list any Item that could put Dockstr in breach of applicable laws, including any sanctions or trade control laws.
- 11.4. User warrants that it shall review the description and specifications of each item listed on the Website and notify Dockstr immediately when User becomes aware that the description or specifications of any item is inaccurate.
- 11.5. Your account is for your own use. User may not authorise others to use the account and may not assign or otherwise transfer the account to any other person or entity. User is responsible for maintaining the confidentiality of the login credentials to the account.
- 11.6. User warrants that User is not located in a country subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and that User is not listed on any U.S. Government or European Union list of prohibited or restricted parties.

## 12. WEBSITE

- 12.1. Dockstr operates the Website. The use of the Website and its contents, including, without limitation, any text, data, logos, graphics, photographs, images, animations, software, apps, forms, videos, music and other audio/visual materials that User may access shall be subject to the Terms.
- 12.2. Dockstr shall use reasonable endeavours to ensure that the information on the Website, including Item descriptions and specifications, is accurate, but does not provide any guarantees or warranties (whether express or implied) as to the accuracy or veracity of such information.
- 12.3. User acknowledges that Dockstr cannot guarantee continuous, error-free or secure access to the Website and that the Website may be unavailable from time to time due to maintenance or for reasons outside the control of Dockstr.

## 13. USER MATERIAL

- 13.1. User may provide Dockstr directly through its Website, or indirectly, with specific written information such as specifications, pictures and other documents (including email) describing the Items (hereafter the "User Material"). The User Material is the property of the User.
- 13.2. When providing User Material to Dockstr, User grants to Dockstr a non-exclusive, worldwide, sub-licensable, transferable, perpetual, non-revocable, royalty free right to use, publish, make available to the public, modify, create derivative works from, and display the User Material.

## 14. COPYRIGHT

- 14.1. User confirms that it complies and shall continue to comply with any rules and regulations with regard to copyright and intellectual property in the territories where the Website is provided for any listed item. Any notice asserting breach of copyright regulations received by the User shall be promptly transmitted to Dockstr. Dockstr shall delete or disable content of the Website that is found infringing the rights of third parties.

## 15. INTELLECTUAL PROPERTY

- 15.1. All content included on the Website, unless provided or uploaded by Users, including, but not limited to, text, graphics, logos, icons, images, sound clips, video clips, data compilations, page layout, underlying code and software is the property of Dockstr, our affiliates or other relevant third parties. By continuing to use the Website you acknowledge that such material is protected by applicable intellectual property and other relevant laws.
- 15.2. Subject only to exceptions detailed in law, you may not reproduce, copy, distribute, store or in any other fashion re-use material from the Website unless otherwise indicated on the Website or unless given express written permission to do so by Dockstr.

## **16. CODE OF CONDUCT**

16.1. Use of the Website is also governed by the Code of Conduct which you can find on our Website. The terms of this Code of Conduct are hereby incorporated into these Terms.

## **17. PRIVACY**

17.1. Use of the Website is also governed by the Dockstr Privacy Policy which you can find on our Website. The terms of this Privacy Policy are hereby incorporated into these Terms.

## **18. COMPLIANCE**

18.1. Dockstr and User(s) shall, each at its own expense, comply with all applicable laws and regulations relating to its activities under these Terms, including but not limited to the Bribery Act 2010, the US Foreign Corrupt Practices Act 1977, and other anti-bribery, corruption or fraud laws, statutes, regulations, or orders.

## **19. RIGHT TO TERMINATE ACCESS**

19.1. Dockstr reserves the right, at its sole and absolute discretion as the owner of the Website, to withdraw the right of access to the Website from any User.

## **20. LINKS TO OTHER WEBSITES**

20.1. This Website may contain links to other sites. Unless expressly stated, these sites are not under the control of Dockstr or that of our affiliates. We assume no responsibility for the content of such Websites and disclaim liability for any and all forms of loss or damage arising out of the use of them. The inclusion of a link to another site on this Website does not imply any endorsement of the sites themselves or of those in control of them.

## **21. DISCLAIMERS**

21.1. Neither Dockstr nor any of its affiliates make any warranty or representation that the Website will be available, meet your requirements, that it will be of satisfactory quality, that it will be fit for a particular purpose, that it will not infringe the rights of third parties, that it will be compatible with all systems, that it will be secure or that all information provided will be accurate. We make no guarantee of any specific results from the use of the Website.

21.2. No part of this Website is intended to constitute advice and the content of this Website should not be relied upon when making any decisions or taking any action of any kind.

## **22. NO WARRANTY**

- 22.1. The Website, and any content provided therein, are provided "as is" and "as available". We give no warranty that the Website will be free of defects and / or faults. To the maximum extent permitted by the law we provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility, and satisfactory quality.
- 22.2. Neither Dockstr nor any of its affiliates accept any liability for any disruption or non-availability of the Website resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, power failure, natural events, acts of war or legal restrictions and censorship.

## **23. LIABILITY AND INDEMNITY**

- 23.1. To the maximum extent permitted by law, neither Dockstr nor any of its affiliates accepts any liability for any direct or indirect loss or damage, foreseeable or otherwise, including any indirect, consequential, special or exemplary damages arising from the use of the Website or any information contained therein. Users should be aware that they use the Website and its content at their own risk.
- 23.2. The User shall indemnify Dockstr and (as applicable) its subsidiaries, affiliates, officers, directors, agents and employees against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis)) and all other professional costs and expenses suffered or incurred by Dockstr and (as applicable) its subsidiaries, affiliates, officers, directors, agents and employees in respect of any claim in connection with any Item or its listing on the Website, as well as any claim arising from any dispute between you and any other User of the Website or third parties. This sub-clause shall survive the termination of the Terms.
- 23.3. Every effort has been made to ensure that these Terms adhere strictly with the relevant laws. However, in the event that any of these terms is found to be unlawful, invalid or otherwise unenforceable, that term is to be deemed severed from these Terms and shall not affect the validity and enforceability of the remaining parts of the Terms. This section shall apply only within jurisdictions where a particular term is illegal.

## **24. NO WAIVER**

- 24.1. In the event that any party to these Terms fails to exercise any right or remedy contained herein, this shall not be construed as a waiver of that right or remedy.

## 25. CHANGES; PREVIOUS TERMS AND CONDITIONS

- 25.1. Dockstr reserves the right to change these Terms as we may deem necessary from time to time or as may be required by law. We will notify you through the Website in advance of any adverse changes taking effect. Your continued use of the Website after such notification constitutes your agreement to the updated Terms.
- 25.2. In the event of any conflict between these Terms and Conditions and any prior versions thereof, the provisions of these Terms shall prevail unless it is expressly stated otherwise.
- 25.3. If any provision, clause or application of these Terms to any party or circumstance is held invalid and unenforceable, this shall not affect any other provision, clause or application of these Terms.

## 26. MISCELLANEOUS

- 26.1. We may, at our own discretion and at any time, alter, modify, correct, amend and make all other changes to the Website and its contents, as well as remove access to or terminate the Website, without prior notice or any liability to you.
- 26.2. We reserve the right to, without prior notice and without compensation, remove any content that we find obscene, contain inappropriate material and/or in any other way could violate the Terms, applicable laws and regulations and/or may infringe someone else's intellectual property rights.
- 26.3. We reserve the right to remove any listing, promotion, or other content that we believe is no longer relevant and/or available for purchase, rental, or otherwise on the market. We may occasionally send out an email regarding a specific listing or promotion to User's registered email address, to verify that such listing or promotion is still valid. If User does not act in accordance with the instructions in the email, the listing or promotion may be removed.
- 26.4. User is not entitled to transfer or assign any rights or obligations under the Terms without prior written consent from Dockstr, if not explicitly allowed to under the Terms.
- 26.5. We have the right, without prior obtaining of approval, to assign the Terms to another company in the same company group as Dockstr, or a third party in connection with a transfer of all or substantially all of Dockstr's assets.

## 27. LAW AND JURISDICTION

- 27.1. These Terms, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the laws of England and Wales.
- 27.2. Dockstr and User irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms or its subject matter or formation (including non-contractual disputes or claims).