



# Terms of Use

Prepared: [July 2017]



Please read these Terms of Use carefully. They describe rights and obligations Users of the [bluester] online platform available under bluester.net its affiliated web- or microsites and its mobile device user version, provided by BLUESTER GMBH, Hagener Allee 70c, 22926 Ahrensburg, Germany, have. In reading these Terms of Use please pay special attention to provisions that exclude or limit BLUESTER GMBHs liability; terms of governing law and jurisdiction shall also be paid special attention to. These Terms of Use constitute the sole agreement between BLUESTER GMBH and the Users of the [bluester] online platform, the services and collective content on the [bluester] online platform. Any prior or verbal agreements are being substituted by these Terms of Use. The application of any User's conflicting, deviating or supplementary terms and conditions is excluded even if BLUESTER GMBH has not expressly contradicted them.

With the [bluester] online platform BLUESTER GMBH offers an online platform through which Owners or Managers of Commercial Vessels ("Buyers") are being enabled to communicate along set processes with Providers of Professional Maritime Support Services ("Suppliers"). Both, Buyers and Suppliers using the online platform, are interested in and committed to contracting with each other for the carry out of actual, individual, specifically described Professional Maritime Support Services.

By the use of the [bluester] online platform, Buyers and Suppliers can obtain information on each other by self-actively and independently filing such information along a set of given specific criteria and processes on the [bluester] online platform. This information is of general as well as of a specific nature. Information of a specific nature is being generated in conjunction with RFQs filed by Buyers and corresponding Offers filed by Suppliers in relation to actual, individual and specific service needs.

The specific information allows Buyers and Suppliers to identify business opportunities which match Buyers' and Suppliers' requirements, expectations, needs and interests in regards to quality, price, business or other criteria - as self-actively and independently filed/ defined - so that a contract for the carry out of such individual and specific Professional Maritime Support Services subsequently can be concluded between Buyers and Suppliers. Of such contracts established between Buyers and Suppliers on or through the use of the [bluester] online platform, BLUESTER GMBH is not party to. Neither BLUESTER GMBH is an agent or insurer. The execution of a contract established between a Buyer and a Supplier in all aspects rests with the contracting parties. BLUESTER GMBH exerts no influence of any kind on the behaviour of both Buyers and Suppliers outside the [bluester] online platform, especially not on any legal or contractual rights and obligations both parties may have agreed or bound to adhere to one another. BLUESTER GMBH rejects firmly any warranty and liability arising out of contracts established between Buyers and Suppliers

BLUESTER GMBH neither owns nor manages Commercial Vessels nor owns nor manages Providers of Professional Maritime Support Services. Further BLUESTER GMBH does not offer any of the services which Owners or Managers of Commercial Vessels or Providers of Professional Maritime Support Services offer. Expressively such services are neither being bought, sold, resold, brokered, provided, administered or managed by BLUESTER GMBH. BLUESTER GMBH solely provides an online platform which helps Buyers and Suppliers to meet online and to establish contracts between them. For any information filed by Buyers or



Suppliers on the [bluester] online platform BLUESTER GMBH is not responsible and cannot be held liable.

BLUESTER GMBH may offer services to Buyers and Suppliers for the facilitation of contract or service execution/ handling apart (such as a tool to monitor Due Dates of Certificates for example). BLUESTER GMBH may do so with affiliate or partner companies.

## 1. Application and Acceptance of Terms of Use

1.1 The use of bluester.net its affiliated web- or microsites or its mobile device user version and in general BLUESTER GMBHs online platform, services, software and products (collectively referred to as "the services") is subject to the Terms of Use contained herein as well as any other rules and policies of the online platform that BLUESTER GMBH has published or may publish from time to time. These Terms of Use as well as any other rules and policies of the online platform that BLUESTER GMBH has published or may publish from time to time equally apply to affiliates or partners of BLUESTER GMBH, which may support or provide some of the services, if not expressly excluded hereinafter and notwithstanding other or additional Terms of Use, provisions or regulations which may apply to these affiliates or partners. By accessing bluester.net its affiliated web- or microsites or its mobile device user version or using the services, Users agree to accept and be bound by these Terms of Use. Users who do not accept all of the provisions of these Terms of Use are not entitled to use the services or information obtained through the use of the services.

1.2 The [bluester] online platform is for the use of business entities and business purposes only. Users must be and guarantee to be a member of a supplier or buyer organization/ legal entity as described above and legally authorized to enter into this agreement on behalf of such a supplier or buyer organization/ legal entity. Through User's acceptance of these Terms of Use the supplier or buyer organization/ legal entity named by the User as being legally authorized of, may this be for instance as employee or representative, is legally bound to these Terms of Use for which the User guarantees.

BLUESTER GMBH may ask Users to provide evidence of legal authorization or legal representation claimed. Users are not permitted to receive any of the services if they cannot provide such satisfactory evidence or if there are any circumstances given that do not permit Users to use/ receive the services under the laws of the country / region in which they are resident. Same applies for the legal entity the User binds to these Terms of Use.

1.3 Users acknowledge and agree that BLUESTER GMBH may amend any Terms of Use or any of the services including the pricing of the services at any time and without prior notice and on own discretion by posting the relevant amendments on bluester.net, its affiliated web or microsites or its mobile device user version or by giving advice to Users through other means of communication. Users agree to amended Terms of Use, services, pricing and accept that they apply to them by their continued use of the services.

1.4 Users agree that this English version of the Terms of Use govern their use of the services.



1.5 For any service Users may be required to enter into separate agreements with BLUESTER GMBH, whether online or offline. Users acknowledge and accept that in case that there is any conflict or inconsistency between the Terms of Use and such separate agreements, the separate agreement shall take precedence over the Terms of Use only in relation to the service concerned by the agreement.

1.6 These Terms of Use may not otherwise be modified except in writing by authorized personnel of BLUESTER GMBH.

## 2. Provision of the services

2.1 The services are being provided by BLUESTER GMBH, Hagener Allee 70c, 22926 Ahrensburg, Germany, Company Registration Number HRB 16376 HL. Some of the services may be supported or provided by affiliates or partners of BLUESTER GMBH and BLUESTER GMBH may delegate some of the services to these affiliates or partners. BLUESTER GMBH reserves the right to amend the services at any time and without prior notice or restrict access to the use of the services or part thereof on its own discretion.

2.2 Users must register and create an account on bluester.net its affiliated web- or microsites or its mobile device user version in order to access or use the services to full extent.

To register Users submit their identity to BLUESTER GMBH via bluester.net its affiliated web- or microsites or its mobile device user version. Users are obliged to submit true, correct and complete information on their identity as requested during the registration process bluester.net its affiliated web- or microsites or its mobile device user version. Users guarantee that identity data entered/ submitted are true and correct. Further Users guarantee that they have reached age of majority and that they are legally authorized to represent and act on behalf of the supplier or buyer organization/ legal entity which they name during their registration process as affiliated to. The address of the supplier or buyer organization/ legal entity to which a User belongs provided when registering is its principal place of business. For purposes of this agreement, a branch or liaison office will not be considered a separate entity and the principal place of business will be deemed to be that of the head office.

In case a buyer organization/ legal entity is concerned it remains liable to BLUESTER GMBH, its affiliates or partners even in case it is acting on behalf of other legal entities which it may control or is entitled to act on behalf of. In case a buyer organization/ legal entity is acting on behalf of such other legal entities it is entitled to request reception of invoices under the name(s) of these other legal entities and to effect payments in their name/ on their behalf to BLUESTER GMBH, its affiliates or partners. Still this buyer organization/ legal entity remains fully liable to BLUESTER GMBH, its affiliates or partners.

Acceptance of BLUESTER GMBHs Terms of Use obliges to keep identity data updated.

BLUESTER GMBH may ask for legal proof of entered identity data which Users are to present upon such request. BLUESTER GMBH will eventually verify identity data entered or proof submitted and may send an activation notice once process is completed.



Users are requested to create or complete a user account. This user account has to be created or completed along criteria given in order to be enabled and permitted to use the services. Again BLUESTER GMBH may request evidence for data entered and it is to BLUESTER GMBHs' sole discretion whether Users finally will be granted access to the use of the services. BLUESTER GMBH may reject such access to the services subsequent to registration/ account creation for any reason.

It is Users duty to keep their registration and account data updated at all times.

Users are not entitled to create and use more than one account on the [bluester] online platform. In case a User opens up more than one account this User will be excluded from the [bluester] online platform. A user account will be administered by BLUESTER GMBH by using a unique internal identification number.

[bluester] may offer different types of user accounts which vary in the extent of access and execution rights to certain features and functions as well as in regards to accountability and liability towards BLUESTER GMBH. A description/ an explanation of the different types will be given with/ during the setup process on the [bluester] online platform.

Users are not entitled to pass on their account access data to or share their account with any other party/ person or to use it to benefit any other partys'/ persons' purpose. By accepting these Terms of Use Users acknowledge that allowing other parties/ persons to use their account may cause irreparable harm to BLUESTER GMBH, the services or other Users of the services. Users agree to indemnify BLUESTER GMBH, its affiliates and partners, directors, employees, agents and representatives as well as its affiliates and partners directors, employees, agents and representatives for any loss or damages (including but not limited to loss of profits) suffered as a result of such other partys'/ persons' use of their account. Further in case of other party's/ person's use of a user account BLUESTER GMBH under no circumstances shall be liable for any loss or damage arising from such use and shall have the right to suspend or terminate such User account without any liability to him/ her.

It is a User's sole responsibility to create a secure password for his/ her account and to protect it against unauthorized use. Users must inform BLUESTER GMBH immediately if any unauthorized action or activity takes place under their account. It is then upon BLUESTER GMBHs' sole discretion to undertake necessary measures like for example complete or temporarily close down of a user account. If unauthorized use occurs due to User's own fault User remains fully responsible and liable. Any loss or any damage incurred subsequent to unauthorized usage of a user account the User must compensate and indemnify BLUESTER GMBH, its affiliates, partners, directors, employees, agents and representatives for (including but not limited to loss of profits suffered).

The use of a user's registration and account data, as well as any user content created by a User, is governed by BLUESTER GMBHs Privacy Policy. Reading and acceptance of BLUESTER GMBHs Privacy Policy is mandatory for the use of the services.

2.3 The services (or any features within the services) may vary for different regions and countries. No warranty or representation is given that a particular service or feature or function thereof or the same type and extent of the services or features and functions thereof will be



available for Users. BLUESTER GMBH in its sole discretion may limit, deny or create different levels of access to and use of any of the services (or any features within the services) with respect to different (types of) users.

2.4 BLUESTER GMBH may launch, change, upgrade, impose conditions to, suspend, or stop any services (or any features within the services) without prior notice except that in case of a fee-based service, such changes will not substantially adversely affect the paying user in benefiting from that service.

2.5 Some of the services offered on the [bluester] online platform are subject to charge. These services can be purchased during the use of the [bluester] online platform. If any service is subject to charge price and any special terms and conditions, if there may be, will be displayed on the [bluester] online platform prior to a purchase for the User's consent. Charges are to be effected by payment methods offered. Users receive legal invoices for all purchases undertaken.

### 3. Use of the services

3.1 User's compliance with all applicable laws and regulations is conditional for User's access to and utilization of the services. Users acknowledge and agree that it is their sole responsibility to observe and obey to any and all applicable laws and regulations of their respective jurisdiction and to ensure that all use of the [bluester] online platform or the services are in compliance with the same.

3.2 Users agree to use the [bluester] online platform solely for their proper original business purposes as Buyer or Supplier as described above and that they will not make use of their account to engage in activities identical or similar to the [bluester] online platform. Users agree that they will not use, copy, reproduce, download, re-publish, sell, distribute or resell any of the services or any information, text, images, graphics, video clips, sound, directories, files, databases or listings, etc. available on or through the [bluester] online platform its affiliates and partners (the "site content"). Further Users agree that they will not copy, reproduce, download, compile, analyze or otherwise use any of the site content for the purposes of operating a business that competes with the [bluester] online platform or otherwise commercially exploiting the site content. Systematic retrieval of the site content from the [bluester] online platform or through access of our API to create or compile, directly or indirectly, a collection, compilation, representation, database or directory (whether through robots, spiders, automatic devices, manual processes or other) without written permission from BLUESTER GMBH is prohibited. Use of any content or materials of the [bluester] online platform/ the services for any purpose not expressly permitted in these Terms of Use is prohibited.

3.3 Users agree not to undertake any action to undermine the integrity of the computer systems or networks of BLUESTER GMBH, its affiliates and partners and/ or any other users of the services nor to gain unauthorized access to such computer systems or networks being that they're publicly available or not.

3.4 Users represent and warrant not to involve any computer viruses, cancel-bots, trojans, ping-floods, denial-of-service-attacks, backdoors, package or ip-spoofing, falsified routing or falsified



e-mail-information or methods and technologies alike or other destructive methods, technologies, devices and codes that have the effect of damaging, interfering with the services, intercepting or expropriating any software or hardware system, data or personal information. Further Users represent and warrant not to involve any scheme to undermine the integrity of the data, systems or networks used by BLUESTER GMBH and/ or any user of the sites or to gain unauthorized access to such data, systems or networks; finally not to engage in any activities that would otherwise create any liability for BLUESTER GMBH, its affiliates or partners.

3.5 Users represent and warrant not to use the services to publicly display information on/ about/ of other users or other legal entities such as for example company and service offer information, contact details, banking details or other. Also Users represent and warrant not to use the services to search, extract and save such data.

3.6 It is prohibited to use the [bluester] online platform, the services or the services of BLUESTER GMBHs affiliates and partners to distribute spam.

3.7 Users represent, warrant and agree that information and material (documents, photos or other) submitted during or throughout the use of the services is true, accurate, current and complete, and that they will maintain and promptly amend all information and material to keep it true, accurate, current and complete. Further Users represent, warrant and agree that information and material (documents, photos or other) submitted during or throughout the use of the services is not false or misleading, does not violate any applicable laws or regulations (especially laws protecting a persons or a legal entities intellectual property, publishing or personal rights), does not contain any links to external or other websites nor contact details except where indicated to enter by bluester.net its affiliated web- or microsites or its mobile device user version and is strictly, directly and only related to the purpose of the services of the [bluester] online platform.

3.8 Any action which may undermine the integrity of the [bluester] online platforms feedback system, such as leaving positive feedback for oneself, using secondary member accounts or through third parties or by leaving unsubstantiated negative feedback for other users is strictly forbidden.

3.9 Especially Users represent, warrant and agree that (a) they are solely responsible for obtaining all necessary third party licenses and permissions in regards to any information/ content that they submit, post or display; (b) any user content that they submit, post or display does not infringe or violate any of the copyright, patent, trademark, trade name, trade secrets or any other personal or proprietary rights of any third party ("third party rights"); and (c) they have the right and authority to request/ offer, buy/ sell/ and receive/ carry out the services described in their user content and such request/ offer, buy/ sale and reception/ carry out does not violate any third party rights.

Users are aware that BLUESTER GMBH will investigate and legally pursue all violations of the stipulations set out above (3.2 to 3.9) to the maximum extent legally permitted and will hold users liable for any loss or damage suffered (including loss of profits) from such violations. This equally applies if users instigate others to violate these stipulations.





3.10 Users acknowledge and agree that BLUESTER GMBH is not required to actively monitor nor exercise any editorial control whatsoever over the content of any information created, obtained or made accessible by/ for users through the services or the [bluester] online platform. BLUESTER GMBH does not endorse, verify or otherwise certify the content of any information submitted by users. BLUESTER GMBH is neither responsible nor liable and cannot be held responsible or liable for the content displayed by users of/ on its online platform. BLUESTER GMBH may undertake efforts, for example employing suitable rules and regulations to which its users are being bound by the acceptance of these Terms of Use, to make user information and content displayed sound. However Users agree that BLUESTER GMBH is not responsible, and shall have no liability to users or anyone else for any user content or other material displayed on/ transmitted over the [bluester] online platform, including fraudulent, untrue, misleading, inaccurate, defamatory, offensive or illicit material and that the risk of damage from such material rests entirely with each user.

3.11 Each user is solely responsible for information submitted and may be held legally liable or accountable for the content of his/ her information.

3.12 Users of the [bluester] online platform are solely responsible for any damage to BLUESTER GMBHs computer system or loss of data that may result from the download of any material from the [bluester] online platform.

3.13 BLUESTER GMBH reserves the right to edit or delete submitted information and content on its sole and own discretion for the sake of the well being of the services and the interest of users whenever on BLUESTER GMBHs sole and own discretion Terms of Use, rules and regulations for the use of [bluester] online platform are being violated. BLUESTER GMBH reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by the User, in which event the User shall cooperate with BLUESTER GMBH in asserting any available defenses.

3.14 Users agree and consent to conduct their business interactions or transactions with other users of the [bluester] online platform on the platform itself and offline in good faith; further to not use the services to defraud any person or entity and to not engage in any unlawful activities (including without limitation those which would constitute a criminal offence, give rise to civil liability, etc.) or encourage or abet any unlawful activities.

3.15 For BLUESTER GMBHs provision of the services to users, the handling of complaints against users and the evaluation whether Terms of Use have been violated by users, Users agree to provide all necessary information and materials and to render all reasonable assistance and cooperation necessary. In case User's failure of doing so results in delay in, or suspension or termination of the provision of any service, BLUESTER GMBH shall not be obliged to extend the relevant service period nor shall be liable for any loss or damage arising from such delay, suspension or termination.

3.16 Users agree to provide all information and materials as may be reasonably required by BLUESTER GMBH in connection with their transactions conducted on, through or as a result of the use of the [bluester] online platform or the services. BLUESTER GMBH has the right to suspend or terminate any user's account if the User fails to provide the required information and materials.





3.17 Users contact details will be added to the [bluester] online platform database and shared with other users in conjunction with the provision of the services and in accordance with BLUESTER GMBHs Privacy Policy. Users expressly authorize BLUESTER GMBH, its affiliates and partners to do so. Users agree that BLUESTER GMBH, its affiliates or partners may collect, hold, use and transfer User`s personal data in accordance with its Privacy Policy. Users accept the terms of BLUESTER GMBHs Privacy Policy and consent with the use of their personal data by BLUESTER GMBH, its affiliates and partners according to its terms.

3.18 By posting or displaying any information, content or material (“user content”) on the [bluester] online platform or providing any user content to BLUESTER GMBH, its affiliates and partners, Users grant an irrevocable, perpetual, worldwide, royalty-free, and sub-licensable (through multiple tiers) license to BLUESTER GMBH, its affiliates and partners to display, transmit, distribute, reproduce, publish, duplicate, adapt, modify, translate, create derivative works, and otherwise use any or all of the user content in any form, media, or technology now known or not currently known in any manner and for any purpose which may be beneficial to the operation of the [bluester] online platform, the provision of the services and/ or the business of the User, current or future. The aforementioned license only applies to the aforementioned benefit to the operation of the [bluester] online platform, the provision of the services and/ or the business of the User, current or future. Users confirm and warrant to BLUESTER GMBH, its affiliates and partners that they have all the rights, power and authority necessary to grant this license. BLUESTER GMBH does not claim proprietary right of user content and rights of use or exploitation owners may have. These shall not be restricted by these Terms of Use.

3.19 BLUESTER GMBH, its affiliates or partners may allow users to access web based content, products or services offered by third parties through hyperlinks (in the form of word link, banners, channels or otherwise), API or otherwise on the [bluester] online platform. Before using such web based content, products or services or visiting websites referred to users should read the terms and conditions and/ or privacy policies which govern their use. Users acknowledge that BLUESTER GMBH, its affiliates and partners have cautioned them to familiarize with these and that BLUESTER GMBH, its affiliates or partners have no control over such third parties' web based content, products, services or web sites, and that they do not monitor such web sites, and shall not be responsible or liable to anyone for such web sites, or any web based content, products or services made accessible by hyperlinks on the [bluester] online platform. Users acknowledge and accept that their access or use of such web sites, or any web based content, products or services made accessible by hyperlinks on the [bluester] online platform is on their own and sole responsibility and risk.

3.20 In case parts of the services implement services of other providers (for example services of „google maps“), User`s utilization of these are governed by the terms & conditions/ terms of use these providers have set out for the use of their services.

#### 4. Transactions between Suppliers and Buyers (Users)

4.1 BLUESTER GMBH provides an electronic web-based online platform for exchanging information between Buyers and Suppliers of Professional Maritime Support Services. Buyers and Suppliers acknowledge that BLUESTER GMBH is not an agent or an insurer and neither



owns nor manages Commercial Vessels nor owns nor manages Providers of Professional Maritime Support Services. Further Buyers and Suppliers acknowledge that BLUESTER GMBH does not offer any of the services which Owners or Managers of Commercial Vessels or Providers of Professional Maritime Support Services offer. Expressly Buyers and Suppliers acknowledge that such services are neither being bought, sold, resold, brokered, provided, administered or managed by BLUESTER GMBH.

Buyers and Suppliers acknowledge and accept that BLUESTER GMBH neither represents any Buyer nor any Supplier of Professional Maritime Support Services, neither in general nor in specific transactions, nor does it exert any control over any of them.

Buyers and Suppliers acknowledge and accept that BLUESTER GMBH is neither responsible nor liable for any information filed by Buyers or Suppliers, especially not for the content of RFQs of Buyers nor the content of Suppliers' Offers or any other communication between Buyers and Suppliers on the [bluester] online platform. Most notably Buyers and Suppliers acknowledge, accept and agree that BLUESTER GMBH is not party to contracts established between Buyers and Suppliers and that BLUESTER GMBH rejects firmly any warranty and liability arising out of such contracts. Further it is acknowledged, accepted and agreed that the execution of any contract concluded between a Buyer and Supplier on or through the [bluester] online platform in all aspects rests with the contracting parties.

4.2 With the acceptance of these Terms of Use Buyers and Suppliers acknowledge, agree and confirm that they intend to contract with each other on or through the [bluester] online platform for the carry out of Professional Maritime Support Services. In order to come to terms Buyers and Suppliers are guided through a staged process on the [bluester] online platform which allows for decision to stop/ cancel individual specific information exchange/ interaction. Each step taken further in this staged process establishes a stronger commitment for the conclusion of a contract between the Buyer and the Supplier - matching Buyers' and Suppliers' requirements, expectations, needs and interests in regards to quality, price, business and other criteria as self-actively and independently filed/ defined throughout the process.

BLUESTER GMBH, its affiliates and partners may monitor its user's activities in order to determine which of the users are conflicting with/ breaching the commitment provision of these Terms of Use. BLUESTER GMBH, its affiliates and partners in their entire own discretion may limit or exclude a user from using the services if in their entire own discretion the user has been found to be in breach of this provision.

4.3 Buyers and Suppliers acknowledge, agree and confirm that BLUESTER GMBH exerts no influence of any kind on the behaviour of both Buyers and Suppliers outside the [bluester] online platform and further that BLUESTER GMBH is not party to/ involved in any exchange of Buyers and Suppliers outside the [bluester] online platform. By accepting these Terms of Use it is acknowledged, agreed and confirmed that BLUESTER GMBH is neither responsible nor liable for any communication between Buyers and Suppliers that happens "offline" subsequent or not subsequent to the use of the [bluester] online platform. Further and most notably, BLUESTER GMBH is neither liable nor responsible for any legal or contractual rights and obligations both parties may have agreed or bound themselves to adhere to one another nor for the quality, safety, lawfulness or availability of Suppliers' services, nor the ability of the Supplier to complete a service nor the ability of Buyers to complete a purchase and to adhere to conditions attached to it. All Users of the [bluester] online platform acknowledge, accept and confirm that they are



solely responsible and assume all risks for their entire communication and interaction with other users of the [bluester] online platform, online or offline. BLUESTER GMBHs, its affiliates and partners responsibility is limited to the provision of the availability of the website bluester.net its affiliated web- or microsites or its mobile device user version, the provision of the availability of the services and to enabling its/ their use.

Buyers and Suppliers outside the [bluester] online platform may mutually agree to alter terms and conditions of a contract concluded on or through the [bluester] online platform. Irrespective of any contract concluded on or through the [bluester] online platform Buyers and Suppliers are free to agree and contract on whatever is in their interest.

4.4 Service offer information published on the [bluester] online platform contains the specification of the „service price/ price of service“. In order to give facilitation Buyers can define in which of the major currencies used in shipping (USD, EURO, YEN, YUAN) they wish to be displayed the service price/ price of service; Suppliers on the other side define in which of these currencies they intend to invoice the service concerned in their service offer information. Suppliers are only committed and bound to the service price/ price of service in the currency they chose as invoicing currency and expressly not to the amount this service price/ price of service was converted to in Buyers chosen or displayed currency for the sake of user's facilitation on the [bluester] online platform.

All currency conversions on the [bluester] online platform are based on exchange rates. BLUESTER GMBH, its affiliates and partners update used exchange rates regularly, however not on a real time basis. For this reason the exchange rate used for currency conversions on the [bluester] online platform may deviate from the actual, relevant and valid exchange rate of the exact point in time the currency conversion was put through. In any case BLUESTER GMBH, its affiliates and partners do not warrant the correctness of currency conversions and cannot be held accountable for them.

4.5 Although BLUESTER GMBH is undertaking measures to verify the accuracy of information/ identity information provided by users BLUESTER GMBH cannot and does not confirm each user's purported identity. This includes, without limitation, such of users paying to obtain however described status on the [bluester] online platform which in no way represent any kind of recommendation of users. Any status notification on the [bluester] online platform only describes that a certain approval process was completed.

4.6 BLUESTER GMBH makes all users aware that there may be risks of dealing with users acting under pretense of false identity. Especially BLUESTER GMBH makes aware Buyers that there may be users listed as Suppliers on the [bluester] online platform which may act as an agent or broker of Professional Maritime Support Services or subcontract services/ execution of services to third parties. To evaluate with whom they are dealing with users should apply various means, as well as common sense, before entering into any kind of agreement with other users.

4.7 Buyers and Suppliers by accepting these Terms of Use acknowledge and confirm that they are fully assuming all the risks of conducting any business in connection/ in succession with using the services, and that they are fully assuming the risks of liability or harm of any kind in connection with subsequent activity of any kind relating to business that is/ was the subject of



transactions using the services of BLUESTER GMBH, its affiliates or partners. Such risks shall include, but are not limited to

- Mis-representation of services of any kind
- Fraudulent schemes of any kind
- Unsatisfactory service quality
- Failure to meet specifications
- Defective service or unsafe/ dangerous service execution
- Unlawful service
- Delay or default in delivery or payment
- Cost mis-calculations
- Breach of warranty
- Breach of contract

Such risks also include the risks that user content displayed on the [bluester] online platform may violate or may be asserted to violate third party rights, and the risk that users may incur costs of defense or other costs in connection with third parties' assertion of third party rights, or in connection with any claims by any party that they are entitled to defense or indemnification in relation to assertions of rights, demands or claims by third party rights claimants.

All of the foregoing named risks hereafter are referred to as "transaction risks". Each User acknowledges, agrees and confirms that BLUESTER GMBH is not responsible or liable for any damages, claims, liabilities, costs, harms, inconveniences, business disruptions or expenditures of any kind that may arise as a result of or in connection with any transaction risks.

4.8 Buyers and Suppliers are solely responsible for all of the terms and conditions of the transactions conducted through or as a result of the use of the [bluester] online platform or the services, including, without limitation, terms regarding payment, warranties, liabilities, insurance, fees, taxes, titles, licenses, fines, permits, transportation or any other.

As part of the services means to facilitate contract conclusion or execution between parties such as for example contract guidelines or templates or standard proposals, contract or service execution guidelines or templates or standard proposals, checklist or service report templates or standard proposals or other may be provided. Users may use these or may not, at all times and without any limitation User's relationship with any other User is governed by any terms and conditions Users impose or agree to. Users acknowledge, accept and agree that bluester neither by providing contract conclusion or execution facilitation means nor by User's use of these becomes party to contracts concluded between them. By accepting these Terms of Use it is acknowledged, accepted and agreed that the services under no circumstances make BLUESTER GMBH party to any contract concluded between Users.

4.9 In the event that any User has a dispute with any party to a transaction, such User agrees to release and indemnify BLUESTER GMBH, its affiliates and partners, directors, officers and employees as well as the directors, officers and employees of BLUESTER GMBHs affiliates and partners from all claims, demands, actions, proceedings, costs, expenses and damages (including without limitation any actual, special, incidental or consequential damages) arising out of, or in connection with such transaction.



## 5. Breaches by Users

5.1 Any user content submitted, posted or displayed on the [bluester] online platform which in BLUESTER GMBHs, its affiliates or partners sole discretion is reasonably believed to be unlawful, violating these Terms of Use or could subject BLUESTER GMBH, its affiliates or partners to liability or is otherwise found to be inappropriate can rightfully be removed from the online platform by BLUESTER GMBH, its affiliates or partners at any time.

5.2 BLUESTER GMBH shall have the right to impose a penalty against those users, or block or suspend or terminate any user's account or subscription of any of the services without any liability, who breach any of the Terms of Use or BLUESTER GMBH has reasonable grounds to believe to be in breach of any of the Terms of Use. BLUESTER GMBH reserves the right to restrict, refuse or ban any and all current or future use of any service that may be provided by BLUESTER GMBH. Penalties that BLUESTER GMBH may impose include, among others, warning, removing any user content submitted, posted or displayed, imposing restrictions on the number of RFQs or Offers that the User may post or display, or restricting the use of any features or functions of any of the services for any period considered appropriate by BLUESTER GMBH.

5.3 In any of the following circumstances, without limiting the generality of the provisions of the Terms of Use, a user would be considered as being in breach of the Terms of Use:

a) in case a third party files a complaint or claim against a user BLUESTER GMBH has justified suspicion to believe that such a user has willfully or materially failed to obey to these Terms of Use;

b) in case BLUESTER GMBH has evidence or well-founded suspicion that a user has utilized false or misleading information in any transaction with a counterparty or that any information provided by the User is not current or complete or untrue, inaccurate, or misleading;

c) in case a user is detected to not follow their commitment given to use the services to conclude business with other users;

d) BLUESTER GMBH believes that a user's actions may cause financial loss or legal liability to BLUESTER GMBH, its affiliates or partners or any other users;

e) BLUESTER GMBH has reasonable grounds to suspect that a user is utilizing stolen credit cards/ payment means or is making unauthorized use thereof to fulfil payment obligations owed to BLUESTER GMBH, its affiliates or partners.

5.4 BLUESTER GMBH reserves the right to cooperate fully with governmental authorities, private investigators and/ or injured third parties in the investigation of any suspected criminal or civil wrongdoing of any user. Further, BLUESTER GMBH may disclose user's identity and contact information, if requested by a government or law enforcement body, an injured third party, or as a result of a subpoena or other legal action. BLUESTER GMBH shall not be liable for damages or results arising from such disclosure, and Users agree not to bring any action or claim against BLUESTER GMBH for such disclosure.



5.5 If a user is in breach of the Terms of Use, BLUESTER GMBH may publish the records of such breach on the [bluester] online platform. If such breach involves or is reasonably suspected of involving dishonest or fraudulent activities, BLUESTER GMBH also reserves the right to disclose the records of such breach to its affiliates or partners. Such BLUESTER GMBH affiliates or partners may impose limitation on, suspend or terminate the user's utilization of all or part of the services provided by such affiliates or partners to the User, take other remedial actions, and publish the records about the User's breach of the Terms of Use.

5.6 Each User agrees to indemnify BLUESTER GMBH, its affiliates or partners, directors, employees and representatives and to hold them harmless, from any and all damages, losses, claims and liabilities (including legal costs on a full indemnity basis) which may arise from submission, posting or display of any user content, from the use of the [bluester] online platform or the services, or from the breach of the Terms of Use.

5.7 Each User agrees that BLUESTER GMBH is not responsible, and shall have no liability for any user content or other material transmitted over the sites, including fraudulent, untrue, misleading, inaccurate, defamatory, offensive or illicit material and that the risk of damage from such content or material rests entirely with each user. At its own expense BLUESTER GMBH reserves the right, to assume the exclusive defense and control of any matter otherwise subject to indemnification by the User, in which event the User shall cooperate with BLUESTER GMBH in asserting any available defenses.

## 6. Exclusion of Warranty and Liability

The exclusion of warranty and liability shall apply to the maximum extent permitted by law and shall apply whether or not BLUESTER GMBH, its affiliates or partners have been advised of or should have been aware of the possibility of any such losses arising. The [bluester] online platform, its mobile device user version, any of the services, the user or collective content and the utilization thereof as well as any contact to other users through the [bluester] online platform is/ are used or conducted on own risk including the download or otherwise obtained material or information through the platform. Users agree to solely bear the risk of the afore described use to the maximum extent permitted by law.

By accepting these Terms of Use Users firmly agree that BLUESTER GMBH, its affiliates or partners are not obligated to endorse, verify or otherwise certify the content of any information submitted or published by users. Although not obliged BLUESTER GMBH, its affiliates or partners may undertake verification of user content. Still and without any limitation the [bluester] online platform, its mobile device user version, the services and content are being provided on "as is", "as available" and "with all faults" basis without any expressive or implicit warranty of any kind. BLUESTER GMBH, its affiliates and partners as well as other parties involved in the provision of the [bluester] online platform and the services hereby expressly disclaim any and all expressive or implicit warranties, including but not limited to availability, performance, accuracy, reliability, safety, user and collective content and the quality thereof in regards to rightness, timeliness, truth, reliability or completeness, lawfulness especially in regards to any third party rights, merchantability or fitness for a particular purpose. All such warranties, representations, conditions and undertakings are hereby excluded. Neither oral nor





written suggestion or information by BLUESTER GMBH, its affiliates or partners through the [bluester] online platform or otherwise in regards to its use, its user and collective content or to the services constitute any warranty except explicitly and firmly granted.

BLUESTER GMBH, its affiliates and partners shall not be liable for any special, direct, indirect, punitive, incidental or consequential damages or any damages whatsoever (including but not limited to damages for loss of property, loss of profits or savings, business interruption, loss of information, personal injury or loss of life), whether in contract, negligence, tort, equity or otherwise or any other damages resulting from any of the following: the use or the inability to use the [bluester] online platform or the services; any defect in data, information or services obtained or purchased from a user or any other third party through the use of the [bluester] online platform; violation of any contract terms agreed upon with a user or any other third party through the use of the [bluester] online platform; violation of third party rights or claims or demands that users offer, display, purchase, sale and/ or use of services displayed on the [bluester] online platform may violate or may be asserted to violate third party rights; claims by any party that they are entitled to defense or indemnification in relation to assertions of rights; demands or claims by third party rights claimants; unauthorized access by third parties to data or private information of any user; statements or conduct of any user of the [bluester] online platform and communication/ exchange with other users on the [bluester] online platform or subsequent to the use of the [bluester] online platform; unlawful acts of users or any matters relating to the services however arising, including negligence and gross negligence.

BLUESTER GMBH, its affiliates and partners do not warrant or represent any services or products provided by independent third parties which BLUESTER GMBH, its affiliates and partners may make available through the [bluester] online platform nor in any event shall be made liable for any such services or products.

In some jurisdictions exclusion of liability for consequential or incidental damages is unlawful and therefore may not apply to certain users.

## 7. Limitation of Liability

The limitation of liability under these Terms of Use shall apply to the maximum extent permitted by law and shall apply whether or not BLUESTER GMBH has been advised of or should have been aware of the possibility of any such losses arising.

Notwithstanding any of the provisions of the exclusion of liability, Users acknowledge and expressly agree that the aggregate liability of BLUESTER GMBH, its employees, representatives, affiliates, partners or anyone acting on BLUESTER GMBHs behalf with respect to each user for all claims arising from the use of the [bluester] online platform or the services during any calendar year shall be limited to (a) the amount of fees the User has paid to BLUESTER GMBH or its affiliates or partners during that calendar year and (b) 100 EUROS if no payments have been made to BLUESTER GMBH in that calendar year or the maximum amount permitted in the applicable law. The preceding shall not preclude the requirement by the User to prove actual damages sustained.





All claims arising from the use of the [bluester] online platform or the services must be filed within one (1) year from the date the cause of action arose or such longer period as prescribed under any applicable law governing these Terms of Use.

In some jurisdictions limitation of liability for consequential or incidental damages is unlawful and therefore may not apply to certain users.

## 8. Hold Harmless

Each User hereby agrees to indemnify and hold BLUESTER GMBH, its affiliates and partners, directors, officers and employees as well as the directors, officers and employees of BLUESTER GMBHs affiliates and partners harmless and safe from any and all losses, claims, liabilities (including any bookkeeping and legal costs on a full indemnity basis) which may arise from such user's utilization of the [bluester] online platform or the services (including but not limited to the display of such user's information on the sites, interaction with other users on the [bluester] online platform and offline, contracts entered into with other users on or through the [bluester] online platform) or from user's breach of any of the stipulations of these Terms of Use. Each User agrees to indemnify and hold BLUESTER GMBH, its affiliates and partners, directors, officers and employees harmless and safe from any and all losses, damages, claims, liabilities (including legal and bookkeeping costs on a full indemnity basis) which may arise from user's breach of any representations and warranties made by the User to BLUESTER GMBH.

Each User hereby further agrees to indemnify and hold BLUESTER GMBH, its affiliates and partners, directors, officers and employees as well as the directors, officers and employees of BLUESTER GMBHs affiliates and partners harmless and safe from any and all losses, damages, claims, liabilities (including legal and bookkeeping costs on a full indemnity basis) which may arise, directly or indirectly, as a result of any claims asserted by third party right claimants or other third parties relating to information displayed on the [bluester] online platform. Each User agrees that BLUESTER GMBH is not responsible and shall have no liability to users for any material posted by other users, including defamatory, offensive or illicit material and that the risk of damages from such material rests entirely with each user. BLUESTER GMBH reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by users, in which event users shall cooperate with BLUESTER GMBH in asserting any available defenses.

## 9. Force Majeure

Under no circumstances shall BLUESTER GMBH, its affiliates and partners be held liable for any delay or failure or disruption of the content or services delivered through the [bluester] online platform resulting directly or indirectly from acts of nature, forces or causes beyond BLUESTER GMBHs its affiliates and partners reasonable control, including without limitation, internet failures, computer, telecommunications or any other equipment failures, electrical power failures, strikes, labor disputes, riots, insurrections, civil disturbances, shortages of labor or materials, fires, flood, storms, explosions, acts of god, war, governmental actions, orders of domestic or foreign courts or tribunals or non-performance of third parties.



## 10. Intellectual Property and Copy Rights

By accepting these Terms of Use Users fully acknowledge and respect that BLUESTER GMBH is the sole owner or lawful licensee of all the rights and interests in the [bluester] online platform, the services and [bluester] online platform content. All title, ownership and intellectual property rights in the sites and site content shall remain with BLUESTER GMBH, its affiliates and partners or licensors of the site content, as the case may be.

The website bluester.net its affiliated web- or microsites or its mobile device user version and the site content embody trademarks, logos, trade secrets and other intellectual property rights protected in various jurisdictions or worldwide and are protected under applicable copyright, trademark and other proprietary rights laws. All rights not otherwise claimed under these Terms of Use or by BLUESTER GMBH are hereby reserved.

Trademarks, service marks or logos of independent third parties which may be involved in the provision of the services and being displayed on the [bluester] online platform shall not be used by users without prior written approval from such third parties.

## 11. Notices

11.1 All legal notices or demands to or upon BLUESTER GMBH shall be made in writing. They shall be sent to BLUESTER GMBH personally, by courier, certified mail, or facsimile to the following entity and address: BLUESTER GMBH, Hagener Allee 70c, 22926 Ahrensburg, legal@bluester.net, + 49 4102 607 69 22. The notices shall be effective when they are received by BLUESTER GMBH in any of the above-mentioned manner.

11.2 All legal notices or demands to or upon a user shall be effective if either delivered personally, sent by courier, certified mail, by facsimile or email to the last-known correspondence, fax or email address provided by the User to BLUESTER GMBH, or by posting such notice or demand on an area of the [bluester] online platform that is accessible and free of charge to users. Notices to a user shall be deemed to be received by such user if and when BLUESTER GMBH is able to demonstrate that communication, whether in physical or electronic form, has been sent to such user, or immediately upon BLUESTER GMBH posting such notice on the [bluester] online platform that is publicly accessible and free of charge.

11.3 By accepting these Terms of Use Users consent that all agreements, notices, demands, disclosures and other communications that BLUESTER GMBH sends to them electronically satisfy the legal requirement that such communication should have in writing.

## 12. General Provisions

12.1 Subject to any additional agreements, these Terms of Use constitute the entire agreement between the User and BLUESTER GMBH with respect to the [bluester] online platform, its mobile device user version and the services. They govern the use of the [bluester] online platform and



the services, superseding any prior written or oral agreements in relation to the same subject matter herein.

12.2 BLUESTER GMBH and the User are independent contractors, and no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by these Terms of Use.

12.3 If any provision of the Terms is held to be invalid or unenforceable, such provision shall be enforced to the maximum extent allowed by law and the remaining provisions shall remain valid and to be enforced.

12.4 Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section.

12.5 BLUESTER GMBHs failure to enforce any right or failure to act with respect to any breach by Users under these Terms of Use will not constitute a waiver of that right nor a waiver of BLUESTER GMBHs right to act with respect to subsequent or similar breaches.

12.6 BLUESTER GMBH shall have the right to assign the Terms of Use (including all of its rights, titles, benefits, interests, and obligations and duties in the Terms of Use to any person or entity - including any affiliates and partners of BLUESTER GMBH). Users may not assign, in whole or part, these Terms of Use to any person or entity.

12.7. Users consent not to join or take part in a class action or model lawsuit.

12.8 These Terms of Use shall be governed by the laws of Germany. Without regard to its conflict of law provisions the parties to the Terms of Use agree to submit to the exclusive jurisdiction of the courts of Germany. Any appeal shall be made to the courts of Hamburg, Germany. Users agree that they and BLUESTER GMBH waive the right to appeal in front of a jury court.

#### Sonderbestimmungen für Nutzer in Deutschland

Die Bestimmung "Limitation of Liability" in den Terms of Use wird durch Folgendes ersetzt: BLUESTER GMBH und die mit ihm verbundenen Unternehmen und Tochtergesellschaften haften in gesetzlichem Umfang nur dem Grunde nach für vorsätzliches Fehlverhalten oder grobe Fahrlässigkeit. Bei leichter Fahrlässigkeit haftet BLUESTER GMBH bei Verletzung einer Vertragspflicht von wesentlicher Bedeutung für die Erfüllung der Beziehung zwischen BLUESTER GMBH und dem Nutzer. Eine solche Haftung für leichte Fahrlässigkeit ist auf die Schäden, die für BLUESTER GMBH in vernünftigem Maße absehbar sind und EUR 100 (100 €) nicht übersteigen, beschränkt. Soweit dies gesetzlich zulässig ist, ist jede weitere Haftung von BLUESTER GMBH unabhängig von ihrem Rechtsgrund, insbesondere aufgrund von Verletzung vertraglicher Pflichten, Verletzung von geistigen Eigentumsrechten Dritter und unerlaubter Handlung, ausgeschlossen. BLUESTER GMBH haftet nicht für unmittelbare, mittelbare oder Folgeschäden, einschließlich verlorenem Gewinn, Datenverlust oder Firmenwertverluste, Dienstunterbrechungen, Schäden an Rechnern oder Systemausfall oder Kosten



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Die obigen Haftungsbeschränkungen gelten nicht im Falle von (a) betrügerischer falscher Darstellung durch BLUESTER GMBH, (b) Abgabe einer Qualitätsgarantie durch BLUESTER GMBH, (c) Tod oder Körperverletzung oder Verletzung der Gesundheit, die durch Fahrlässigkeit von BLUESTER GMBH verursacht werden und nicht aufgrund Ihrer Nichtbeachtung dieser Bedingungen, (d) sonstiger Haftung, die gesetzlich nicht ausgeschlossen oder eingeschränkt werden darf, und (e) Ansprüchen aus dem deutschen Produkthaftungsgesetz. In dem Umfang, in dem die Haftung von BLUESTER GMBH gemäß diesen Bedingungen ausgeschlossen oder gemäß obiger Bestimmung beschränkt ist, gilt der Ausschluss bzw. die Beschränkung ebenso für die persönliche Haftung der Führungskräfte, Verwaltungsräte, Mitarbeiter und Vertreter von BLUESTER GMBH und alle anderen Parteien, die an der Erstellung, Produktion oder Bereitstellung der Website, der Anwendung, der Dienste oder der kollektiven Inhalte beteiligt sind. Obige Haftungsbeschränkung bewirkt keine Änderung der Beweislast zu des Nutzers Gunsten.

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