



Terms of Use

Prepared: [April 2018]



Please read these Terms of Use carefully. They describe rights and obligations users of [bluester] online applications available under bluester.net its affiliated web- or microsites and its mobile device user version(s), 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 applications, the services and collective content of the [bluester] online applications. 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 applications BLUESTER GMBH offers online services through which Owners or Managers of Commercial Vessels, Charterers, Port Agents, Service Brokers, Marine Insurers or Financial Institutions active in the Maritime Industry and Providers of Technical or Professional Maritime Support Services or Technical Maritime Products receive facilitation aides for certain of their business aspects or processes.

Shall [bluester] online applications through their use allow for the contract conclusion between the Buyer and Supplier of a Product or Service, BLUESTER GMBH is not party to such a contract. 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. Hereto please take special notice of the stipulations in section 4 herein contained.

BLUESTER GMBH neither owns nor manages Commercial Vessels, nor owns nor manages Chartering Companies which are chartering Commercial Vessels, nor owns nor manages Port Agencies or Service Broker Firms nor owns nor manages Marine Insurers or Financial Institutions nor owns nor manages Providers of Technical or Professional Maritime Support Services. Further BLUESTER GMBH does not offer any of the services which Owners or Managers of Commercial Vessels, Charteres, Port Agents, Service Brokers, Marine Insurers, Financial Institutions active in the Maritime Industry or Providers of Technical or 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 online applications which facilitate business processes of or between the a.m. users. For any information that may be entered/ filed by users in/ on the [bluester] online applications BLUESTER GMBH is not responsible and cannot be held liable.

BLUESTER GMBH may offer its online applications with affiliate or partner companies.



1. Application and Acceptance of Terms of Use

1.1 The use of the [bluester] online applications offered on or through bluester.net its affiliated web- or microsites or its mobile device user version(s) and in general BLUESTER GMBHs online offerings, 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 applicable to the services that BLUESTER GMBH has published or may publish from time to time. These Terms of Use as well as any other rules and policies for the use of the [bluester] online applications 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(s) 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 applications are for the use of business entities and business purposes only. Users must be and guarantee to be a member of a legal entity as described above and legally authorized to enter into this agreement on behalf of such a legal entity. Through User’s acceptance of these Terms of Use the 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(s) or by giving notice 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(s) 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(s). Users are obliged to submit true, correct and complete information on their identity as requested during the registration process on bluester.net its affiliated web- or microsites or its mobile device user version(s). 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 legal entity which they name during their registration process as affiliated to. The address of the 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 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 legal entity is acting on behalf of such other legal entities it is entitled to request reception of invoices under the name of these other legal entities and to effect payments in their name/ on their behalf to BLUESTER GMBH, its affiliates or partners. Still this 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 may be 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 or 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.



For certain [bluester] online applications users may not be entitled to create and use more than one account. In case a user opens up more than one account for such a [bluester] online application this user will be excluded from the use of the respective [bluester] online application. A user will receive a dedicated notification in case a sole account is required for the use of a certain [bluester] online application. User accounts will be administered by BLUESTER GMBH by using unique internal identification numbers.

BLUESTER GMBH 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 party's/ person's 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 party's/ person's 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 GMBH's 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 the 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 GMBH's Privacy Policy. Reading and acceptance of BLUESTER GMBH's 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 are subject to charge. If any service is subject to charge price and any special terms and conditions, if there may be, will be displayed prior to a purchase for the user's consent. Charges are to be affected 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 applications or the services are in compliance with the same.

3.2 Users agree to use the [bluester] online applications solely for their proper original business purposes and that they will not make use of their account to engage in activities identical or similar to the [bluester] online applications. 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 applications provided by BLUESTER GMBH its affiliates and partners (the "application content"). Further users agree that they will not copy, reproduce, download, compile, analyze or otherwise use any of the application content for the purposes of operating a business that competes with the [bluester] online applications or otherwise commercially exploiting the application content. Systematic retrieval of the application content from the [bluester] online presences or through access of APIs provided 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 applications/ 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 are 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 applications, the services or the services of BLUESTER GMBHs affiliates and partners to distribute spam.

3.7 Users represent, warrant and agree that in case they submit information and material (documents, photos or other) during or throughout the use of the services this information and material 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 person's 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(s) and is strictly, directly and only related to the purpose of the services/ of the [bluester] online applications.

3.8 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 may submit, post or display; (b) any user content that they may 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").

3.9 Any action which may undermine the integrity of any of the [bluester] online applications feedback systems, 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.

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. 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 on its online applications. 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 applications, 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 applications.

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 wellbeing 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 applications 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 applications on/ through the online applications 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 applications 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] database and may be 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 a 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 applications 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 applications, 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 applications, 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 applications. 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 websites, and shall not be responsible or liable to anyone for such websites, or any web based content, products or services made accessible by hyperlinks on the [bluester] online applications. Users acknowledge and accept that their access or use of such websites, or any web based content, products or services made accessible by hyperlinks on the [bluester] online applications 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. [bluester] online applications enabling for direct transactions between users (Buyers and Suppliers)

4.1 BLUESTER GMBH may offer online applications that enable direct transactions between users, typically Buyers such as named above and Suppliers of Technical/ Professional Maritime Support Services or Products. The users of such online applications, both Buyers and Suppliers, are interested in and committed to contracting with each other for the carry out of actual, individual, specifically described transactions.

By the use of the dedicated [bluester] online applications designed for the enabling of direct transactions, Buyers and Suppliers can obtain information on each other by self-actively and independently filing such information along sets of given specific criteria and staged processes within the dedicated [bluester] online application. 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 or product needs. The specific information allows Buyers and Suppliers to identify business opportunities which match Buyer's and Supplier's 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 Technical or Professional Maritime Support Service or the sale of a Technical Marine Product subsequently can be concluded between Buyers and Suppliers within/ through the [bluester] online application.

Of any such contracts established between Buyers and Suppliers on or through the use of the [bluester] online application, BLUESTER GMBH is not party. 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 application, 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.

4.2 Buyers and Suppliers using dedicated [bluester] online applications for the enabling of direct transactions between them with acceptance of these Terms of Use expressly affirm that they have the right and authority to request/ offer, buy/ sell/ and receive/ carry out services/ products may described in their user content and such request/ offer, buy/ sale and reception/ carry out does not violate any third party rights.

4.3 Buyers and Suppliers using the dedicated [bluester] online applications acknowledge that BLUESTER GMBH is not an agent or an insurer and neither owns nor manages Commercial Vessels, nor owns nor manages Chartering Companies which are chartering Commercial Vessels, nor owns nor manages Port Agencies or Service Broker Firms nor owns nor manages Marine Insurers or Financial Institutions nor owns nor manages Providers of Technical or Professional Maritime Support Services. Further Buyers and Suppliers using the dedicated [bluester] online applications acknowledge that BLUESTER GMBH does not offer any of the services which Owners or Managers of Commercial Vessels, Charteres, Port Agents, Service Brokers, Marine Insurers, Financial Institutions active in the Maritime Industry or Providers of Technical or Professional Maritime Support Services or Technical Marine Products offer. Expressly Buyers and Suppliers acknowledge that such services or products are neither being bought, sold, resold, brokered, provided, administered or managed by BLUESTER GMBH. Furthermore, expressly Buyers and Suppliers acknowledge that there is no extended contractual relationship on the base of § 311 III BGB.

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

4.5 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 RFQ's of Buyers nor the content of Supplier's Offers or any other communication between Buyers and Suppliers through the dedicated [bluester] online application. 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 application in all aspects rests with the contracting parties.

4.6 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 dedicated [bluester] online application and further that BLUESTER GMBH is not party to/ involved in any exchange of Buyers and Suppliers outside the dedicated [bluester] online application. 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 dedicated [bluester] online application. 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 or products, nor the ability of the Supplier to complete a service or to deliver a product 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 dedicated [bluester] online application, 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(s), the provision of the availability of the services and to enabling its/ their use.

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

4.7 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 described in 4.1. 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.

4.8 Offers published on or through the dedicated [bluester] online application contains the specification of the „service/ product price - price of service/ product“. 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/ product price - price of service/ product; Suppliers on the other side define in which of these currencies they intend to invoice the service/ product concerned in their offer. Suppliers are only committed and bound to the service/ product price - price of service/ product in the currency they chose as invoicing currency and expressly not to the amount this service/ product price - price of service/ product was converted to in Buyers chosen or displayed currency for the sake of user's facilitation on the dedicated [bluester] online application.

All currency conversion(s) within the dedicated [bluester] online application 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 conversion(s) within the dedicated [bluester] online application may deviate from the actual, relevant and valid exchange rate of the exact point in time the currency conversion(s) was put through. In any case BLUESTER GMBH, its affiliates and partners do not warrant the correctness of currency conversion(s) and cannot be held accountable for them.

4.9 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.

4.10 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 acting as Service Suppliers/ Service Providers within the dedicated [bluester] online application which may 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.

4.11 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 dedicated [bluester] online application 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.

4.12 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 dedicated [bluester] online application 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 BLUESTER GMBH may offer to facilitate contract conclusion or execution between Buyers and Suppliers by the provision of for example contract guidelines or templates or standard proposals, terms & conditions guidelines or templates or standard proposals, contract or service execution guidelines or templates or standard proposals, checklist or service report templates or standard proposals. 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 GMBH 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. Without prejudice to 4.3 expressly Buyers and Suppliers acknowledge, accept and agree that BLUESTER GMBH is not liable for any damage caused by its negligence, or the negligence of its employees or agents arising from an extended contractual relationship on the base of § 311 III BGB unless BLUESTER GMBH is liable for death or personal injury or for fraud or fraudulent misrepresentation.

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 applications 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 applications 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



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) 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;
- d) 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. 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 applications 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 in the course of the usage of the online applications 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, Liability and Damage Claims

6.1

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 applications, its mobile user version(s), 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 applications is/ are used or conducted on own risk including the download or otherwise obtained material or information through the services. Users agree to solely bear the risk of the afore described use to the maximum extent permitted by law.

6.2

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 on the online applications/ through the use of the services. Although not obliged BLUESTER GMBH, its affiliates or partners may undertake verification of user content. Still and without any limitation the [bluester] online applications and content and the services 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 applications 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 applications or otherwise in regards to its use, its user and collective content or to the services constitute any warranty except explicitly and firmly granted.

6.3

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, 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 applications and/ 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 applications; violation of any contract terms agreed upon with a user or any other third party through the use of the [bluester] online applications; 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 applications 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 applications and communication/ exchange with other users on the [bluester] online applications or subsequent to the use of the [bluester] online applications; unlawful acts of



users or any matters relating to the services however arising, including negligence and gross negligence.

6.4

6.3 shall not apply in the following events for whose occurrence the burden of proof shall rest with the User:

a) Gross negligence or willful misconduct attributable to BLUESTER GMBH. 6.3. does however apply in case of gross negligence of any other party acting on behalf of BLUESTER GMBH, including without limitation BLUESTER GMBH's subcontractors, agents, advisors and employees but excluding BLUESTER GMBH's legal representatives and executive staff,

b) in case of bodily injury culpably caused by an act or omission attributable to BLUESTER GMBH or

c) in so far as mandatory law provide otherwise.

6.3. shall to the same extent apply for the benefit of BLUESTER GMBH's subcontractors, agents, advisors, directors and employees.

6.5

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 applications nor in any event shall be made liable for any such services or products.

7. Limitation of Liability and Limitation of Damage Claims

7.1

Without prejudice to further limitations set forth in this Terms of Use, damage claims of the User shall in any event only exist in case of negligence or intentional misconduct attributable to BLUESTER GMBH.

7.2

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.

7.3

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 GMBH's behalf with respect to each user for all claims arising from the use of the [bluester] online applications 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. The preceding shall not preclude the requirement by the User to prove actual damages sustained.

7.4

The limitation of liability stipulated in the preceding subparagraphs shall apply regardless of whether any such damage or loss has been directly caused by BLUESTER GMBH or any of its subcontractors, agents, advisors and employees acting in this behalf.



7.5

All claims arising from the use of the [bluester] online applications 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.

7.6

The aforementioned limitations of liability shall not apply in the following events for whose occurrence the burden of proof shall rest with the User:

- a) Gross negligence or willful misconduct attributable to BLUESTER GMBH.
- b) gross negligence of any other party acting on behalf of BLUESTER GMBH, including without limitation BLUESTER GMBH's subcontractors, agents, advisors and employees but excluding BLUESTER GMBH's legal representatives and executive staff,
- c) in case of bodily injury culpably caused by an act or omission attributable to BLUESTER GMBH or
- d) in so far as mandatory law provide otherwise.

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 applications 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 applications and offline, contracts entered into with other users on or through the [bluester] online applications) 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 applications. 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 applications 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 Copyrights

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 applications, the services and [bluester] websites 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(s) 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 applications 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, Hagerer 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 applications/ the services 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 applications/ the services 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 applications and the services. They govern the use of the [bluester] online applications 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 This contract, and all questions concerning its performance, validity an interpretation 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.



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