

## User Agreement

Last Updated: August 30 , 2012

Dredgepoint is obliged to and will follow the general terms and conditions of "[Stichting Webshop Keurmerk](#)" (Dutch quality hallmark for webshops). In case the "Stichting Webshop Keurmerk" terms and conditions conflict with the Dredgepoint user agreement and/or privacy policy, the Stichting Webshop Keurmerk [terms and conditions](#) will prevail.

The following describes the terms on which Dredgepoint.org offers you access to our sites, services, and tools (including, but not limited to, applications).

### **General**

Dredgepoint.org is an independent platform and database for the Dredging industry. Dredgepoint.org is NOT involved in any actual transactions between buyers and sellers.

For that reason Dredgepoint.org therefore has no control over the quality, safety or legality of the items advertised, the accuracy of the listings, the ability of advertisers to sell items and the ability of buyers to buy items.

Dredgepoint.org is never a party to any agreement concluded between advertiser and buyer by using the site. If you have a dispute with one or more users, you should resolve it yourself. You indemnify Dredgepoint.org (and all its staff, managers, volunteers and agents) from any claims for damages and the like, connected with such disputes.

The site contains links to websites of third parties. Dredgepoint.org has no control or influence over the content and policies of these websites. On these websites, you are subject to the (privacy) rules of that site.

### **Scope**

Before you may become a registered user of Dredgepoint.org, you must read and accept all of the terms in, and linked to, this User Agreement and the Dredgepoint.org Privacy Policy. By accepting this User Agreement, you agree that this User Agreement and Privacy Policy will apply whenever you use Dredgepoint.org sites or services, or when you use the tools that are made available to interact with Dredgepoint.org sites and services.

### **Advertising**

Advertising with Dredgepoint means you hire a number of pages in the database for a definite period of time. During this period you have full access to this pages and are allowed to change the content any time. Same applies for companies who purchased full access of their company page in the database.

## **Payment and access**

Payment is done online through the secure environment of Adyen corporation.

During the payment process you will receive your login code(s) and password(s)

When we receive the payment confirmation from Adyen, we will send you an email to confirm your purchase and grant you the rights which will enable you to use the purchased service on [www.dredgepoint.org](http://www.dredgepoint.org) immediately.

Your invoice can be printed during the process or at any time at your Dredgepoint account page. You will also find a summary of all your transactions there.

## **Administration & Taxes**

Administration of the Dredgepoint Webshop is done by Dredgepoint Asia & Pacific, registered in Singapore.

Singapore registered companies and residents will be charged with GST.

Companies and individuals registered outside Singapore are no subject to taxes.

## **Advertising etiquette**

You need to define your product or service in the ad title and ad text of the product that you offer.

You may only post ads in the English language.

PLEASE place your ad in a proper category and in the proper module.

Make a separate ad for each product and place it in the best matching category or module.

It is a Dredging network, make sure your product or service is related to the dredging industry. Although we maintain a broad view on “dredging related” inappropriate ads (s.a. cars, properties, household goods, cellphones etc.) will be removed without warning or refunding.

## **Right of withdrawal**

When purchasing services from Dredgepoint.org, the Consumer has the option to repudiate without specifying any reasons, for a period of at least 14 days starting on the day of concluding the service.

This right will void once the user is starting to use one or more of the purchased database pages or services.

## **Using Dredgepoint.org**

While using Dredgepoint.org sites, services and tools, you will not:

- post content or items in inappropriate categories or areas on our sites and services;
- violate any laws, third party rights or our policies;
- use our sites, services or tools if you are not able to form legally binding contracts or are temporarily or indefinitely suspended from using our sites, services, or tools;

- fail to deliver payment for items purchased by you, unless the seller has materially changed the item's description after you bid, a clear typographical error is made, or you cannot reach the seller;
- fail to deliver items purchased from you, unless the buyer fails to meet the posted terms, or you cannot reach the buyer;
- manipulate the price of any item or interfere with other users' listings;
- circumvent or manipulate our fee structure, the billing process, or fees owed to Dredgepoint.org;
- post false, inaccurate, misleading, defamatory, or libellous content;
- take any action that may undermine the feedback or ratings systems (such as displaying, importing or exporting feedback information off of the sites or using it for purposes unrelated to Dredgepoint.org);
- circumvent any Dredgepoint.org policy or determinations about your account status such as temporary or indefinite suspensions or other account holds, limitations or restrictions;
- transfer your Dredgepoint.org account (including Feedback) and user ID to another party without our consent;
- distribute or post spam, unsolicited or bulk electronic communications, chain letters, or pyramid schemes;
- distribute viruses or any other technologies that may harm Dredgepoint.org, or the interests or property of Dredgepoint.org users;
- export or re-export any Dredgepoint.org tools except in compliance with the export control laws of any relevant jurisdictions and in accordance with posted rules and restrictions;
- copy, modify, or distribute rights or content from the Dredgepoint.org sites, services, or tools or Dredgepoint.org's copyrights and trademarks; or
- harvest or otherwise collect information about users, including email addresses, without their consent.

## **Abusing Dredgepoint.org**

Dredgepoint.org and its community of users (the "Community") work together to keep our sites, services, and tools working properly and the Community safe. Please report problems, offensive content, and policy violations to us.

Dredgepoint.org works to ensure that listed items do not infringe upon the copyright, trademark, or other intellectual property rights of third parties.

If you believe that your intellectual property rights have been violated, please notify our website team through [info@dredgepoint.org](mailto:info@dredgepoint.org) and we will investigate.

Without limiting other remedies, we may, in our sole discretion, limit, suspend, or terminate our services and user accounts, prohibit access to our sites, services, and tools, and their content, delay or remove hosted content, and take technical and legal steps to keep users from using our

sites, services, or tools, if we think that they are creating problems or possible legal liabilities, infringing the intellectual property rights of third parties, or acting inconsistently with the letter or spirit of our policies (for example, and without limitation, shill bidding, conducting off-Dredgepoint.org transactions, manipulating Feedback, circumventing temporary or permanent suspensions or harassing our employees or other users). We also reserve the right to cancel unconfirmed accounts or accounts that have been inactive for a long time, or to modify or discontinue Dredgepoint.org sites, services, or tools.

### **Cross-Border Trade**

Our site, services, and tools are accessible to international sellers and buyers. We may offer certain programs, tools, and site experiences of particular interest to international sellers and buyers, such as estimated local currency conversion and international shipping calculation tools.

Dredgepoint.org members may reside outside of the Netherlands and some may not speak English as a primary language.

In some cases, you may be able to sell your items internationally by listing items for sale directly on one or more of Dredgepoint.org's international sites. You may restrict international buyers from purchasing your items if you explicitly exclude international shipping locations from your listings by creating and applying an exclusion list to your listings. You are responsible for complying with all laws and regulations applicable to the sale and shipment of items to international buyers.

### **Fees and Services**

Joining Dredgepoint.org and bidding on listed items is free. We do charge fees for using other services. The fees we charge for using our services are listed on the Dredgepoint.org website which we may change from time to time. Changes to that schedule are effective after we provide you with at least fourteen days' notice by posting the changes on [www.Dredgepoint.org](http://www.Dredgepoint.org). We may choose to temporarily change the fees for our services for promotional events (for example, free listing days) or new services, and such changes are effective when we post the temporary promotional event or new service on the sites.

Unless otherwise stated, all fees are quoted in Singapore Dollars. You are responsible for paying all fees and applicable taxes associated with our sites, services, and tools with a valid payment method.. If your payment method fails or your account is past due, we may collect fees owed using other collection mechanisms.

### **Limitation of Liability**

We try to keep Dredgepoint.org and its sites, services, and tools safe, secure, and functioning properly. You acknowledge that we cannot guarantee the continuous operation of or access to our sites, services, or tools. You further acknowledge that operation of and access to our sites, services, or tools may be interfered with as a result of technical issues or numerous factors outside of our control. You agree that you are making use of our sites, services, and tools at your own risk, and that they are being provided to you on an "AS IS" and "AS AVAILABLE" basis.

Accordingly, to the extent permitted by applicable law, we exclude all

express or implied warranties, terms and conditions including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, and non-infringement. In addition, to the extent permitted by applicable law, we are not liable, and **you agree not to hold Dredgepoint.org responsible, for any damages or losses** (including, but not limited to, loss of money, goodwill or reputation, profits, or other intangible losses or any special, indirect, or consequential damages) resulting directly or indirectly from:

- Your use of or your inability to use our sites, services and tools;
- Delays or disruptions in our sites, services, or tools;
- Viruses or other malicious software obtained by accessing our sites, services, or tools or any site, services, or tool linked to our sites, services, or tools;
- Glitches, bugs, errors, or inaccuracies of any kind in our sites, services, and tools or in the information and graphics obtained from them;
- The content, actions, or inactions of third parties, including items listed using our sites, services, or tools or the destruction of allegedly fake items;
- A suspension or other action taken with respect to your account;
- The duration or manner in which your listings appear in search results as set forth in the Listing Conditions Section below;
- Your need to modify practices, content, or behaviour or your loss of or inability to do business, as a result of changes to this User Agreement or our policies;

Dredgepoint.org reserves the right to modify its policies and this User Agreement at any time consistent with the provisions outlined herein. Some jurisdictions do not allow the disclaimer of warranties or exclusion of damages, so such disclaimers and exclusions may not apply to you.

## **Release**

If you have a dispute with one or more users, you release us (and our affiliates and subsidiaries, and our and their respective officers, directors, employees, and agents) from claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. **In entering into this release you expressly waive any protections (whether statutory or otherwise) that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in your favour at the time of agreeing to this release.**

## **Access and Interference**

Dredgepoint.org's sites may contain robot exclusion headers. Information on our sites is subject to constant updates and changes. Much of the information on the sites is also proprietary or is licensed to Dredgepoint.org by our users or third parties. You agree that you will not use any robot, spider, scraper, or other automated means to access our sites for any purpose without our express handwritten permission. Additionally, you agree that you will not:

- take any action that imposes or may impose (to be determined in our sole discretion) an unreasonable or disproportionately large load on our infrastructure;
- copy, reproduce, modify, create derivative works from, distribute, or publicly display any content (except for your information) from our sites, services, or tools without the prior express written permission of Dredgepoint.org and the appropriate third party, as applicable;
- interfere or attempt to interfere with the proper working of our sites, services, or tools, or any activities conducted on or with our sites, services, or tools; or
- bypass our robot exclusion headers or other measures we may use to prevent or restrict access to our sites.

## **Listing Conditions**

By listing an item on Dredgepoint.org's sites, you agree to pay Dredgepoint.org's fees, to assume full responsibility for the content of the listing and item offered, and to accept the following listing conditions:

When you list an item on Dredgepoint.org's sites, your listing will be posted on Dredgepoint.org's sites and can be viewed in My Dredgepoint.org. Your listing may not be immediately searchable by keyword or category for several hours (or up to 24 hours in some circumstances), so Dredgepoint.org can't guarantee exact listing durations. Dredgepoint.org's duplicate listing policy may also affect whether your listing appears in search results. Where your listing appears in search and browse results may be based on certain factors including, but not limited to, listing format, title, bidding activity, end time, keywords, price and shipping cost, feedback, and detailed seller ratings.

## **Purchase Conditions**

You are responsible for reading the full item listing, including any instructions the seller provides, before making a bid or commitment to buy. Unless otherwise stated, by making a bid or commitment to buy an item on Dredgepoint.org, you are committing to buy the item from the seller listing the item. If you make a commitment to buy or your bid is the winning bid or is otherwise accepted, you enter into a legally binding contract with the seller and are obligated to purchase the item.

We do not transfer legal ownership of items from the seller to the buyer.

## **Privacy**

**We do not sell or rent your personal information to third parties** for their marketing purposes. We use your information only as described in the Dredgepoint.org Privacy Policy. We view protection of users' privacy as a very important Community principle. We may store and process your information on computers located in the Netherlands that are protected by physical as well as technological security devices. You can access and modify the information you provide us and choose not to receive certain communications by signing in to your account. We use third parties to verify and certify our privacy principles. For a complete description of how

we use and protect your personal information, see the [Dredgepoint.org Privacy Policy](https://www.dredgepoint.org/privacy-policy). If you object to your information being transferred or used in this way please do not use our services.

### **Indemnity**

You will indemnify and hold us (and our affiliates and subsidiaries, and our and their respective officers, directors, employees, and agents) harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of this User Agreement, your improper use of Dredgepoint.org's sites, services, or tools, and/or your violation of any law or the rights of a third party.

### **No Agency**

No agency, partnership, joint venture, employee-employer, or franchiser-franchisee relationship is intended or created by this User Agreement.

### **Applicable Law**

You agree that the Netherlands (Dutch) laws, without regard to principles of conflict of laws, will govern this User Agreement and any claim or dispute that has arisen or may arise between you and Dredgepoint.org, except as otherwise stated in this User Agreement.