

# **Dredgepoint.org user agreement**

*Last Updated: July 2022*

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.

## **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.

## **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.

## **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](#). 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.