

## TERMS OF USE AGREEMENT

**IMPORTANT:** Please read this Terms of Use Agreement (the "Agreement") carefully. The Agreement governs your use of the Wsed.net Website (the "Website"). Each time you use the Website, you acknowledge that you have read and agree to be bound by the Agreement. If you do not agree to be bound by the Agreement, you may not use the Website. Wsed.net reserves the right to modify these Terms and Conditions without notice at any time and reserves the right to change the nature of the free services offered at the site, such as free registration facility at any time without notice.

Wsed.net may at anytime add, delete, correct, change or modify the content or the information on this Website without any notice or liability. By your use or continued use of this website, you agree to be bound by all the Terms & Conditions of this site and any further up gradations, modifications, additions or changes made to this Website.

### **WEBSITE OWNERSHIP**

The domain www.wsed.net is owned by GendyX Holding B.V having its registered office at Balingerbrink 57, 7812 SC Emmen, The Netherlands .

For the purposes of this Agreement, a User is any person who accesses the site for whatever reasons or purpose regardless of whether or not such a user has registered (whether paid or free) with Wsed.net and includes Members, buyers and sellers (hereinafter referred to as  the User(s)).

### **WEBSITE IS ONLY AN ONLINE PLATFORM**

The Website acts as an online marketplace for you to find and transact with other Users who may be buyers or sellers of marine products and services and who post information about their Marine Products or services on the Website. The Website is not a broker, Buyer or Seller. The Website is not a party to any transaction you may make with a User and assumes no liability, obligation or responsibility in connection with any transactions between you and the Users of the Website.

### **ELIBILITY CRITERIA FOR LISTING OF PRODUCTS & SERVICES**

Only maritime and ship related products (equipments and spare parts) as listed on the Website can be offered for sale in Wsed.net. any other products may not be sold on this site. Members should confirm with us if they are in doubt about the Products & Services that are eligible for listing on the Website. Wsed.net may amend this list without notice from time to time.

As a seller/buyer, you agree to list your items in the right category and to accurately describe the items you wish to sell/purchase. It is your responsibility to promptly remove from the listing any items that have been sold/purchased.

A seller can upload 3 pictures (jpg formats only and max file size of 50 kb each) for each product, which must be of the actual product that is put up for sale.

### **REGISTRATION NECESSARY TO POST INFORMATION**

You must be a Registered User in order to post information on the site. On receipt of request for registration, the Username & Password will grant you access to post your information and to modify/delete your information on the site.

You agree that you will adopt all reasonable precautions to safeguard your Username/password and you take full responsibility for all information and instructions transmitted through the website using your Username and password. All such information will be considered sent by you. The Username and/or password of a Registered User are for his exclusive use only. The User is not permitted to sell and/or transfer the Username & Password to any third party.

### **CONSENT TO PUBLICATION OF INFORMATION**

By becoming a Registered User, you consent to the inclusion of your personal data in our database and authorize Wsed.net to share such information with other Users. If you submit any information to Wsed.net to be published on the site through the publishing tools, including but not limited to Company profile, then you are deemed to have given consent to the publication of such information. The information published will be publicly viewed on the site and therefore accessible by any Internet User.

### **USER'S OBLIGATION TO POST ACCURATE INFORMATION**

You hereby represent, warrant and agree to provide Wsed.net with true, accurate, current and complete information to be displayed on the site and maintain and promptly update all information to keep it true, accurate, current and complete.

### **DISCLAIMER OF LIABILITY**

Most of the content displayed on this site is provided or posted by Users. Any content posted by a User is the sole responsibility of that User who provided the content.

We do not control and are not liable to or responsible for the quality, safety, lawfulness or availability of the products or services offered for sale on the Website or the ability of the suppliers to complete a sale or make timely deliveries or the ability of buyers to complete a purchase. The Website has no control over the business practices of the sellers and the purchasing practices of the buyers. The Website disclaims all warranties whether express or implied including warranties of merchantability, fitness for a particular purpose, or non-infringement that may relate in any way to any information relating to any products or services listed on the Website or any sites linked to the Website and disclaims all guarantees for any payments owed to sellers. You agree to notify the Website at [info@wsed.net](mailto:info@wsed.net) immediately of any unauthorized use of your account or infringement of your intellectual property rights or of a third party or any activity of a User that you believe is unlawful, is fraudulent, deceptive, and misleading.

The Website or its owners, employees and agents shall not be liable for any damages, harm, claim, suit, proceeding, action, judgment, liability, loss, cost, expense, or injury suffered in any connection with this Website whatsoever, including without limitation in any connection with a commercial transaction, or as a result of using, accessing, copying, or downloading any part of this Website content. The Website disclaims any and all liability for any consequences, which may result from any unauthorized reproduction or use whatsoever of the Website

content.

Users of the Website covenant not to take any action against Wsed.net or any of its owners, employees or agents or the service providers, jointly or severally, for any liability and claims in any connection with using the Website. In no event shall Wsed.net be liable for any kind of damage whether direct, indirect, special, incidental, or consequential damage (including loss of business, goodwill, revenue, profits, use, data or other economic advantage) however it arises, whether for breach of contract, or in tort, negligence, equity, or otherwise .

## **INDEMNIFICATION**

You agree to indemnify and hold the Website, its owners, affiliates, officers and employees, and service providers harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the Website, the violation of this Agreement by you, or the infringement by you, or other user using your computer, of any intellectual property or other right of any person or entity. Even though prohibited, people may provide information that is offensive, false, harmful, or deceptive. The Website and its service providers assume no responsibility whatsoever for such content or actions.

## **RELEASE**

You hereby release, remise and forever discharge the website and its service providers and each of their respective agents, directors, officers, employees, information providers, service providers, suppliers, licensors and licensees, and all other related, associated, or connected persons from any and all manner of rights, claims, complaints, demands, causes of action, proceedings, liabilities, obligations, legal fees, costs, and disbursements of any nature and kind whatsoever and howsoever arising, whether known or unknown, which now or hereafter exist, which arise from, relate to, or are connected with your use of the website service.

If you have a dispute with the Users or any third party, you release the Website (and its agents and employees) and its service providers from claims, demands and damages (special, punitive, incidental, exemplary, actual or consequential damages) of every kind and nature whether for breach of contract, or in tort, negligence, equity, or otherwise, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such dispute.

## **IDENTITY CHECK IS RECOMMENDED**

Wsed.net would like to caution you that there might be risks of dealing with people acting under false pretence. We do not conduct any identity check or verification for any Users and we do not guarantee the identity of each User. Therefore, we encourage you to make your own evaluation & assessment and exercise caution when dealing with Users on the Website.

## **PROHIBITED CONTENT**

You hereby represent, warrant that the information submitted to the Website for publishing shall not: -

Contain fraudulent information or make fraudulent offers of items or involve the sale or attempted sale of counterfeit or stolen items or items whose sales and/or marketing is

prohibited by applicable law or otherwise promote other illegal activities;

- Be part of a scheme to defraud other Users of the site or for any other unlawful purpose;
- Relate to sale of products or services that infringe or otherwise abet or encourage the infringement or violation of any third party's copyright, design, patent, trademarks, trade secret or other proprietary right or rights of publicity or privacy or any other Third Party Rights;
- Violate any applicable law, statute, ordinance or regulation (including without limitation those governing export/import laws, consumer protection, unfair competition, unfair trade practice, anti-discrimination or false advertising);
- Be defamatory, libellous, unlawful, threatening or harassing;
- Be obscene or contain or infer any pornography or sex-related merchandising or any other content or otherwise promotes sexually explicit materials or is otherwise harmful to minors;
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- Contain any material that constitutes unauthorized advertising or harassment (including but not limited to spamming), invades anyone's privacy or encourages conduct that would constitute a criminal offence, give rise to civil liability, or otherwise violate any law or regulation;
- Solicit business from any User in connection with a commercial activity that competes with Wsed.net;
- Contain any computer viruses, Trojan horses, worms, time bombs, or other destructive devices and codes that have the effect of damaging, interfering with, intercepting or expropriating any software or hardware system, data or personal information;
- Link directly or indirectly to or include descriptions of goods or services that are prohibited under this Agreement; or otherwise create any liability for Wsed.net or any of its owners, employees, agents or of its affiliates.

## **ASSUMPTIONS OF RISKS**

You expressly acknowledge that you fully assume the risks of purchase and sale transactions when using the Website to conduct transactions, and that you fully assume the risks of liability or harm resulting there from. Such risks shall include, but are not limited to, misrepresentation of products and services, fraudulent schemes, unsatisfactory quality, failure to meet specifications, defective or dangerous products, unlawful products, defamatory, offensive or illicit material, virus or hacking attacks, delay or default in delivery or payment, cost miscalculations, breach of warranty, breach of contract and transportation accidents. Such risks also include the risks that the manufacture, importation, distribution, offer, display, purchase, sale and/or use of products or services offered or displayed on the Website may violate Intellectual Property or other proprietary rights of a Third Party, and the risk that User may incur costs of defence or other costs as a consequence of third parties' assertion of their

rights, or any claims for indemnification in relation to assertions or rights, demands or claims by such Third Party Rights claimants. Such risk also include the risks that consumers, other purchasers, end-Users of products or others claiming to have suffered injuries or harm resulting from use of Products or services purchased from Users through the Website may suffer harm and/or assert claims against the Users arising from their use of such products and/or services. Each User agrees that Wsed.net shall not be liable or responsible for any damages, liabilities, costs, harms, inconveniences, business disruptions or expenditures of any kind that may arise as a result of or in connection with any sale and purchase transaction made using the Website or due to the underlying associated risks.

### **FORCE MAJEURE CLAUSE**

Wsed.net shall not be held liable for any delay or failure or disruption of the content or services delivered through the Website resulting directly or indirectly from acts of nature, forces or causes beyond its reasonable control, including without limitation, Internet failures, computer, telecommunications or any other equipment failures, electrical power failures, security risks, delays, technical errors, 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 or the negligence of the staff of MarineTradeZone.com.

### **PAYMENT INFORMATION**

Wsed.net may share your Payment Information with banks in order to enable Registrations to be completed. Any credit card information that you provide through this Website is directly submitted to a payment server of the credit card processing bank. Wsed.net does not maintain electronic or physical copies of your credit card information. While Wsed.net has internal procedures in place to safeguard your Payment Information against intruders, there is no guarantee that such procedure can eliminate all of the risks of theft, loss or misuse. **IN NO EVENT SHALL THE WEBSITE BE LIABLE FOR ANY DAMAGES (WHETHER CONSEQUENTIAL, DIRECT, INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR OTHERWISE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH UNAUTHORIZED ACCESS BY A THIRD PARTY OR USER TO YOUR PAYMENT INFORMATION INCLUDING CREDIT CARD INFORMATION OR REGISTRATION DATA, REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED ON CONTRACT, STRICT LIABILITY, TORT OR OTHER THEORIES OF LIABILITY, AND ALSO REGARDLESS OF WHETHER THE WEBSITE WAS GIVEN ACTUAL OR CONSTRUCTIVE NOTICE THAT DAMAGES WERE POSSIBLE.**

### **NO REFUND OF REGISTRATION FEES**

Wsed.net does not have a refund policy. Once registered as a paid member, we regret that refunds are not permitted.

### **SUSPENSION OR TERMINATION**

Wsed.net may suspend or terminate a Registered User's Account at any time with or without notice, as the case may be, if (a) in Wsed.net determination, there is any breach of the provisions of this Agreement by the Registered User; or (b) Wsed.net has reasonable grounds to suspect that such information provided by a Registered User is untrue, inaccurate or is not

current or complete, or (c) Wsed.net believes that the Registered User's actions may cause financial loss or legal liability to Registered/unregistered Users, or wsed.net, its owner, employees or agents or its affiliates. Upon termination, Wsed.net may remove from the Website and permanently delete and destroy any Member Content that you or others may have posted or submitted without any prior notice or liability to you or any other person.

## **PROPRIETARY RIGHTS**

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All trade marks, service and product names, artwork or designs or any form of intellectual property displayed on the Website are trade-marks, service marks or product names or other intellectual property of their respective owners. The display of trade-marks and service marks or any other work protected by intellectual property on the Website does not imply that a license of any kind has been granted to any person.

## **RESOLUTION OF DISPUTES**

In case there arises any disputes in connection with these Terms and Conditions or in connection with the use of the Website or any matters incidental thereto, the Courts of Assen will have jurisdiction to decide the dispute.

## **PRIVACY POLICY**

Please see Wsed.net's [Privacy Policy](#). By accepting the Agreement, and each time you use the Service, you consent to the website's collection, use and disclosure of your information or Registration Data in accordance with the Privacy Policy without any further notice or any liability to you or any other person.

## **ENTIRE AGREEMENT**

This Agreement constitutes the entire Agreement between Wsed.net and you with respect to the subject matter contained in this agreement and supersedes all previous and contemporaneous agreements, proposals and communications, written or oral. You also may be subject to additional terms and conditions that may apply when you use the products or services of a third party that are provided through the Website. In the event of any conflict between any such third party terms and conditions and these Terms of Use, these Terms of Use shall govern.

## **SEVERABILITY**

If any provision of this Agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.