

Spotbarga Terms & Conditions

August 2023

Published by Spotbarga B.V.

TERMS AND CONDITIONS

Definitions In these terms and conditions,

The following terms shall have the following meanings:

- "We", "us", "our" refers to Spotbargo;
- "You", "your" refers to the user of our Platform and Services;
- "Services" refers to the price reporting and related services provided by us through our Platform and any other medium;
- "Spotbargo Content" refers to all text, data, graphics, images, audio, video, and any other materials published on our Platform;
- "Intellectual Property" refers to all patents, trademarks, trade names, copyrights, trade secrets, and any other proprietary rights owned by us or licensed to us by third parties.
- "Terms" refers to the terms and conditions as described in this document.
- "Agreement" refers to the binding agreement between you, the member of the Spotbargo Platform and Spotbargo, providing access to the Platform.
- "Platform" refers to the website that is accessible to users on which all relevant pricing information and market analysis will be made available.

About Spotbargo B.V.

Spotbargo (referred to as "we," "us," or "our") is a limited company registered in The Netherlands under company number 90863518, with its registered office located in Hilversum (VAT registration number: NL865478934B01). We are committed to providing high-quality Services to our customers, and appreciate your interest in our company. If you have any questions or concerns about these terms, please do not hesitate to contact us at info@spotbargo.com.

Spotbargo B.V. is a specialized company that provides pricing information and market analysis for inland shipping in Europe. Spotbargo uses a combination of proprietary data sources, industry contacts, and market research to produce reports, indices, and other pricing products. Spotbargo B.V. hereafter is referred to as "**Spotbargo**".

Application of Terms

1.1 These SpotBargo Terms are the Agreement between you, whether as a Member with access to the Member's section of the Platform or as a User accessing the Platform, and SpotBargo. By accessing or using our Platform or Services, you agree to be bound by these Terms.

1.2 Users are responsible for the necessary authority to act on behalf of their employer company when using the Spotbargo Platform. Users are bound by the Spotbargo data policy, which is available on the Platform, and are expected to comply with all applicable laws and regulations related to the use of the Platform and the data contained therein.

1.3 Spotbarga reserves the right to modify the Terms, and Spotbarga data policy. Therefore, we advise that you check the Terms every time you access the Platform to ensure that you are aware of any updates or changes.

Use of our Platform and Services

You agree to use our Platform and Services only for lawful purposes and in accordance with these Terms. You shall not use our Platform or Services:

- in any way that violates any applicable law or regulation;
- in any way that infringes any Intellectual Property or other proprietary rights of any third party;
- in any way that is harmful, fraudulent, or abusive;
- to transmit any unsolicited or unauthorized advertising or promotional material, or any other form of solicitation.

Obligations for Users of our Platform

- 1) By registering on our Platform, you agree to provide Spotbarga with true, accurate, and complete information about yourself (referred to as "**User Data**") as required during the registration process. You must also ensure that your User Data is promptly maintained and updated so that it remains true, accurate, and complete at all times. If Spotbarga has reasonable grounds to suspect that any of the User Data is incorrect, inaccurate, or incomplete, Spotbarga reserves the right to suspend or terminate your access to and use of our Platform.
- 2) User agrees not to misuse the Platform, including by intentionally introducing viruses, trojans, worms, logic bombs or any other material that is malicious or technologically harmful, or for any illegal purpose. User must not attempt to gain unauthorized access to our Platform, the server on which it is stored, or any server, computer, or database connected to our Platform. User must not engage in web scraping or any other activity that could harm or impair the functionality or security of our Platform. User must not attack our Platform via a denial-of-service attack or a distributed denial-of-service attack. By violating this provision, User will be committing a criminal offense under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and fully cooperate with them, including by disclosing your identity to them.
- 3) Access to the Member's section of our Platform is restricted to Members only. You may access the Member's section only if you have been assigned a unique user I.D. and password. If you are not a Member, you are not authorized to access or attempt to access the Member's section of our Platform. Any unauthorized access or attempt to access the Member's section is strictly prohibited and may result in legal action.
- 4) As a Member with a user ID and password, you are responsible for keeping your login details confidential and secure. You must not disclose them to

anyone, and shall be jointly and severally responsible with your corporate employer, if applicable, for ensuring compliance with this requirement by any individual Subscriber or Member under your account. You are liable for any unauthorized use or access to the Member's section of our Platform using your login details, and shall indemnify Spotbarga against any claims, damages, losses, proceedings, and costs arising from such unauthorized access.

- 5) By logging in and adding relevant data regarding freights ("**Freight Data**") to the Platform you agree that Spotbarga has the right the verify and process such Freight Data. All Freight Data uploaded to the Platform will be at the disposal of Spotbarga.
- 6) Spotbarga has the right to utilize this Freight Data. In case the Freight Data will be utilized, Spotbarga commits that such will be done anonymously.

Intellectual property rights

All Intellectual Property rights in Spotbarga's reports, indices, and other pricing products shall remain with the Spotbarga. The user shall have a non-exclusive, non-transferable license to use Spotbarga's products for its internal business purposes only. The user shall not reproduce, distribute, or disclose the PRA's products to any third party without Spotbarga's prior written consent.

Prices and payments

The prices for Spotbarga's Services shall be as agreed between Spotbarga and the User. Spotbarga shall issue invoices to the user monthly, and payment shall be due within 30 days of the date of invoice. Spotbarga reserves the right to suspend or terminate services in the event of non-payment.

All prices as agreed upon are valid for a duration of one month. Such prices do not include VAT. After such period, Spotbarga withholds the right the increase the price for the service at the disposal of the user.

Liability

The Spotbarga Content as available on the Platform will be provided on an "as is" and "as available" basis. While we strive to ensure the accuracy and completeness of the Spotbarga Content, we do not make any warranties, representations, or guarantees as to the sequence, accuracy, timeliness, or completeness of the Spotbarga Content. We also do not warrant that the use of the Spotbarga Content will be uninterrupted or error-free, or that they will meet your specific requirements.

You acknowledge and agree that your use of the Platform and the Spotbarga Content is entirely at your own risk. None of the services provided by Spotbarga constitutes advice or recommendations.

Accordingly, to the fullest extent permitted by law, we shall not be liable to you or to any other party for any loss or damage, whatsoever caused and whether

or not for breach of contract, negligence or otherwise, arising in connection with your use of the Spotbarga Content, or in respect of any means of delivering them. This includes, but is not limited to, any direct, indirect, special, incidental, consequential or punitive damages, loss of profits, revenue, data, use or goodwill, even if we have been advised of the possibility of such loss or damage.

To the maximum extent permitted by law, we shall not be liable for any indirect, incidental, special, consequential or punitive damages arising out of or in connection with your use of our Platform or Services, including but not limited to any loss of profits, revenue, data, or business opportunities. Our total liability for any and all claims arising out of or in connection with these terms and conditions shall not exceed the fees paid by user to Spotbarga in the 12 months preceding the event giving rise to the claim.

Indemnification

User agrees to indemnify, defend, and hold us harmless from any and all claims, liabilities, damages, costs and expenses, including reasonable attorneys' fees, arising out of or in connection with your use of our Platform or Services, your breach of these terms and conditions, or your violation of any applicable law or regulation.

Force majeure

Neither Spotbarga or User shall be liable for any delay or failure to perform its obligations under this agreement if such delay or failure is caused by events beyond its reasonable control, including but not limited to acts of God, war, terrorism, civil unrest, or industrial action.

Governing law and jurisdiction

These Terms will be governed by Dutch law and Dutch courts have jurisdiction over any dispute that may arise.

Entire agreement

These Terms constitute the entire agreement between user and Spotbarga with respect to your use of our Platform or Services.