

The following General Terms and Conditions (hereinafter referred to as "GTC") govern the use of "Fish-Connect" on the website <http://www.fish-connect.com> including all corresponding subdomains accessible through the registered members. This Licence Agreement is concluded between the registered members and

Fish-Connect v.o.f. (hereinafter referred to as FISH-CONNECT)

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§ 1 The Service

- 1.1. FISH-CONNECT provides an online platform for seafood professionals which is called <http://www.fish-connect.com>. The platform is operated by FISH-CONNECT and may only be used by licensed seafood professionals after they register as members. The sole purpose of the online platform is bringing together supply and demand of fish, shrimps and other seafood in compliance with legal regulations.
- 1.2. The contract of sale resulting from a business lead is concluded exclusively between members acting as seller and purchaser. These members bear the sole responsibility for the fulfillment of mutual obligations arising from the contract of sale. FISH-CONNECT acts neither on behalf of the vendor nor the purchaser. FISH-CONNECT holds no stake in the goods traded via the online platform, either as contractual party or as representative or agent or in any other capacity.

§ 2 Membership, Registration

- 2.1. The use of the online platform requires prior membership registration. There is no absolute entitlement to registration. Registration is affected by the creation of a member account following agreement to these GTC. On registration an agreement governing the use of FISH-CONNECT (hereinafter referred to as "License Agreement") is concluded between FISH-CONNECT and the member.
- 2.2. The registration of a legal entity may only be performed by a person authorised to represent that organization. FISH-CONNECT may decline a registration without stating reasons.
- 2.3. FISH-CONNECT will as far as possible check the plausibility of the documentation provided by the registered users. Membership of Fish-Connect and the use of the online platform may be linked to certain conditions such as trading license, credit screening, ratings or experience with handling or trading in foods.
- 2.4. A membership account is non-transferable.
- 2.5. Members must keep their passwords secret. Passwords will not be disclosed by FISH-CONNECT to third parties. Any legal provisions governing their forwarding or disclosure remain unaffected by this.
- 2.6. FISH-CONNECT is entitled to exclude members for important reasons and to disable or delete their member account. An important reason would be in the event of an infringement of these GTC.

§ 3 Purpose of the Licence Agreement

- 3.1. Searching for products and/or companies and viewing their details are reserved exclusively for registered members.
- 3.2. FISH-CONNECT is entitled to transfer the rights and obligations arising under this Licence Agreement wholly or in part to a third party subject to a period of notice of four weeks. In this event the member will receive a special right of termination effective to the date of transfer of rights to the third party. If the member does not exercise his/her special right of termination within the

abovementioned four-week period of notice, the member will be deemed to have accepted the transfer.

§ 4 Offering Goods

4.1. Seller Obligations

Prospects depend upon an appropriate and accurate description of the lot, in particular with regard to product specification. The vendor is therefore obligated towards the prospects to describe the goods truthfully and as accurately as possible.

§ 5 Liability

5.1. FISH-CONNECT cannot check members' compliance with relevant local food safety and hygiene regulations. Members bear sole responsibility for compliance with these regulations and guarantee compliance with these regulations to FISH-CONNECT. In the event that legal claims are made by third parties (e.g. authorities) against FISH-CONNECT for a member's non-compliance with the aforementioned regulations, the member in question undertakes to indemnify FISH-CONNECT (e.g. for fines imposed) immediately on demand. Furthermore, the member undertakes to indemnify FISH-CONNECT for legal defense costs (all court and lawyer fees in the legal amount) immediately on demand. In addition, the member must immediately and truthfully provide FISH-CONNECT with the complete documents and information that are required for the examination of the legal situation and a potential legal defense.

5.2. Liability for Content

The content of our website was created with the utmost care. However, we cannot assume any liability regarding accuracy, completeness and timeliness. The members involved are responsible for the content of auctions, queries, orders, profiles and other communications between members on the market place. In the event that legal claims are made by third parties against FISH-CONNECT for auctions placed by a user, their content or other use thereof, the member in question undertakes to indemnify FISH-CONNECT for any claims for compensation immediately on demand. In addition, the member undertakes to indemnify FISH-CONNECT for legal defense costs (all court and lawyer fees in the legal amount) immediately on demand. Furthermore, the member must immediately and truthfully provide FISH-CONNECT with the complete documents and information that are required for the examination of the legal situation and a potential legal defense.

5.3. Liability for Links

This website contains links to the websites of third parties (hyperlinks). The relevant operators are liable for their own websites. Any reference to the content of third-party web pages using hyperlinks are for informational purposes only. The liability for third-party content is borne solely by the operator providing the content. We carefully examine the web pages of third-party providers to the best of our knowledge before we set up corresponding references. However, we cannot assume any responsibility for the completeness and accuracy of information that are referenced by related hyperlinks. The content of referenced web pages can be modified at any time without the knowledge of FISH-CONNECT. FISH-CONNECT therefore wishes to point out explicitly that it has no influence on the layout and the content of third-party pages referenced by a link and it makes no claim that the content is its own. This declaration applies to <http://www.fish-connect.com> as well as all subdomains

and the links contained therein. As soon as FISH-CONNECT is made aware of a link to pages containing disputed content it will immediately remove the link.

5.4. The members' rights of use are dependent on server availability. There can be temporary problems of availability that are due to possible technical malfunctions or security and improvement measures. FISH-CONNECT will make every effort to take members' interests into account. There are no grounds for liability claims or for the reimbursement of fees. Similarly, FISH-CONNECT assumes no liability for damage caused by the shortcomings or faulty services of third-parties. FISH-CONNECT will not be subject to any adverse legal consequences if is unable to render its contractual services as a result of labor disputes, force majeure, war, civil commotion or other unavoidable circumstances beyond its control.

5.5. Visiting FISH-CONNECT' website may lead to information about the access (date, time,) being stored on the server. They are evaluated solely for statistical purposes. They are not passed on to third parties for any commercial or non-commercial purpose.

§ 6 Copyright

6.1 All content published on this website are subject to Dutch copyright. Any utilization requires the prior written consent of the provider or of the copyright owner. This applies in particular to the reproduction, adaptation, translation, storage, processing or transfer of content in databases or any other electronic media and systems. The unauthorized reproduction or transfer of individual parts or complete pages is not permitted and liable to prosecution. Links to the Fish-Connect website require no authorization on the part of FISH-CONNECT.

6.2 If a member acts contrary to the provisions of § 6.1 he forfeits without further warning or notice and without any judicial intervention, a fine of EUR 2,500 (two thousand five hundred euros) per event, the use of one (personal) data applies as one event, without prejudice to FISH-CONNECT to carry out existing measures against violators of the act referred to in § 6.1 and / or to claim damages.

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