

## **TERMS OF USE**

This document (together with the documents referred to on it) tells you the terms on which you may make use of our online platform [www.barnbridge-auctions.com](http://www.barnbridge-auctions.com) ("**Our Platform**"), whether as a guest or a registered user. Please read these terms of use carefully before you start to use the platform. By using Our Platform, or by registering as a registered user, you indicate that you accept these terms of use and that you agree to abide by them. If you do not agree to these terms of use you do not have permission to use Our Platform.

### **1 Information about us**

This website is operated by Barnbridge BV, trading as Barnbridge. We are registered in The Netherlands under company number KvK 83088318 and with our registered office at 5995 NT Kessel. Our main trading address is Rijksweg 45, 5995 NT Kessel and our contact address is Rijksweg 45, 5995 NT Kessel. In this document, "**Barnbridge**" or "**we**" means Barnbridge BV, trading as Barnbridge.

### **2 Accessing Our Platform**

- 2.1 Access to Our Platform is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on Our Platform without notice (see below).
- 2.2 We will not be liable to you or to any other person if for any reason Our Platform is unavailable at any time or for any period.
- 2.3 From time to time, we may restrict access to the whole or any part of Our Platform, acting reasonably, to you or any other person at our entire discretion.
- 2.4 If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these terms of use.
- 2.5 You are responsible for making all arrangements necessary for you to have access to Our Platform. You are also responsible for ensuring that all persons who access Our Platform through your internet connection are aware of these terms, and that they comply with them.
- 2.6 We aim to update Our Platform regularly, and may change the content at any time. If the need arises, we may suspend access to Our Platform, or close it indefinitely. Any of the material on Our Platform may be out of date at any given time, and we are under no obligation to update such material.

### **3 Prohibited uses**

- 3.1 You may use Our Platform only for lawful purposes. You may not use Our Platform:
  - a) in any way that breaches any applicable local, national or international law or regulation;
  - b) in any way that is unlawful or fraudulent, or has any unlawful or fraudulent intent purpose or effect;
  - c) to send, knowingly receive, upload, download, use or re-use any material which does not comply with our Content Standards (see below);

- d) to transmit, or procure the sending of, any unsolicited or unauthorised or promotional material or any other form of similar solicitation (spam); and/or
- e) to knowingly distribute any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designated to adversely affect the operation of any computer software communications network or hardware.

3.2 You also agree:

- a) not to reproduce, duplicate, copy or re-sell any part of Our Platform in contravention of these terms;
- b) not to access without authority, interfere with, damage or disrupt (i) any part of Our Platform; (ii) any equipment or network on which Our Platform is stored; (iii) any software used in the provision of Our Platform; or (iv) any equipment or network or software owned or used by any third party.

#### **4 Content Standards**

4.1 These Content Standards apply to any and all material which you contribute to Our Platform or provide to Barnbridge through Our Platform ("**contributions**").

4.2 You must comply with the spirit of the following standards as well as the letter. The standards apply to each part of any contribution as well as to its whole.

4.3 Contributions must:

- a) be accurate (where they state facts);
- b) be genuinely held (where they state opinions); and
- c) comply with the applicable law and the law in any country from which they are posted.

4.4 Contributions must not:

- a) contain any material which is defamatory of any person;
- b) contain any material which is obscene, offensive, hateful or inflammatory;
- c) include sexually explicit material;
- d) endorse or promote violence;
- e) promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- f) infringe any patent, design copyright, database right or trade mark of any other person;
- g) be deceptive;
- h) be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidentiality;
- i) endorse or promote any illegal activity;
- j) be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety;
- k) be likely to harass, upset, embarrass, alarm or annoy any other person;
- l) be used to impersonate any person, or to misrepresent your identity or affiliation with any person;
- m) give the impression that they emanate from us, if this is not the case;

- n) advocate, endorse, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

## **5 Interactive services**

- 5.1 We may from time to time provide interactive services on Our Platform, including, without limitation, chat rooms or bulletin boards ("**interactive services**").
- 5.2 Where we do provide any interactive service, we will provide clear information to you about the kind of service offered, if it is moderated and what form of moderation is used (including whether it is human or technical).
- 5.3 We will do our best to assess any possible risks for users from third parties when they use any interactive service provided on Our Platform, and we will decide in each case whether it is appropriate to use moderation of the relevant service (including what kind of moderation to use) in the light of those risks. However, we are under no obligation to oversee, monitor or moderate any interactive service we provide on Our Platform, and we expressly exclude our liability for any loss or damage arising from the use of any interactive service by a user in contravention of our content standards, whether the service is moderated or not.

## **6 Suspension and termination**

- 6.1 We will determine, in our discretion, whether there has been a breach of these terms through your use of Our Platform. When a breach of these terms has occurred, we may take such action as we deem appropriate.
- 6.2 Failure to comply with these terms may result in our taking all or any of the following actions:
  - a) immediate, temporary or permanent withdrawal of your right to use Our Platform;
  - b) immediate, temporary or permanent removal of any posting or material uploaded by you to Our Platform;
  - c) issue of a warning to you;
  - d) legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach, or further legal action against you;
  - e) disclosure of such information to law enforcement authorities as we reasonably feel is necessary.
- 6.3 We exclude liability for actions taken in response to breaches of these terms. The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate.

## **7 Intellectual property rights**

- 7.1 By submitting a contribution to or through Our Platform, you agree to grant Barnbridge a non-exclusive license to use that contribution. Although you will still own the copyright in your contribution, we will have the right to freely use, edit, alter, reproduce, publish and/or distribute the material contained in your contribution. This license will be free of charge, perpetual and capable of assignment and/or sub-license. In making a contribution you waive and/or undertake to procure the waiver of all moral rights arising in the relevant material. We may exercise all copyright and publicity rights in the material contained in your

contribution in all jurisdictions, to their fullest extent and for the full period for which any such rights exist in that material.

- 7.2 Please also note that, in accordance with the Content Standards set out above, you must ensure that your contribution does not infringe any copyright, database right or trade mark of any other person. By submitting your contribution to or through Our Platform, you are warranting that you have the right to grant us the non-exclusive copyright license described above.
- 7.3 If you are not in a position to grant such a license to Barnbridge, you must not submit the contribution.
- 7.4 We are the owner or the licensee of all intellectual property rights in Our Platform, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
- 7.5 You may print off copies, and may download extracts, of any page(s) from Our Platform for your personal reference only. You may not distribute any downloaded extracts electronically save for storage or back up purposes on your own computer.
- 7.6 You must not modify the paper or electronic copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
- 7.7 You must not remove or alter indications of patents, copyright, trade marks, brand names or other rights of intellectual or industrial property from Our Platform or the materials obtained through Our Platform.
- 7.8 Our status (and that of any identified contributors) as the authors of material on Our Platform must always be acknowledged.
- 7.9 You must not use any part of the materials on Our Platform for commercial purposes without obtaining a license to do so from us or our licensors.
- 7.10 If you print off, copy or download any part of Our Platform in breach of these terms of use, your right to use Our Platform will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

## **8 Reliance on posted information**

- 8.1 Commentary, contributions and other materials posted on Our Platform are not intended to amount to advice by us on which reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to Our Platform or registered user, or by anyone who may be informed of any of its contents.
- 8.2 You indemnify us from and against all loss cost damage or expense suffered by us in respect of claims brought against us by third parties arising out of your use of and/or contribution to or through Our Platform (other than where we are in breach of any applicable law where such breach has not been caused by your use or contribution). For the purpose of this condition the act of publishing any contribution by you shall be deemed to be caused by you not us.
- 8.3 You absolve us from and indemnify us against all claims made by you or persons acting on your behalf or in concert with you in respect of any liability whatsoever arising by reason of actions taken by us or by our contractors agents or employees in implementing these terms of use in respect of your use of or contribution to or through Our Platform.

## **9 Liability**

- 9.1 The material displayed on Our Platform is provided without any guarantees, conditions or warranties as to its accuracy. To the fullest extent permitted by law, we hereby expressly exclude:
- a) all conditions, warranties and other terms implied by statute, applicable law or the law of equity;
  - b) all liability for any indirect or consequential loss or damage incurred of any kind of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable suffered by any person or legal entity directly or indirectly in connection with the use of Our Platform including, without limitation, any liability for loss of income or revenue; loss of business; loss of profits or contracts; loss of anticipated savings; loss of data; loss of goodwill; and wasted management or office time.
- 9.2 Our liability for direct loss shall be limited to the amount paid by the person using Our Platform who has suffered such loss (if any) in the 12 months preceding the cause of action giving rise to the relevant claim.
- 9.3 This clause does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraud or fraudulent misrepresentation, nor any other liability which cannot be excluded or limited under applicable law.

## **10 Information about you and your visits to our Platform**

- 10.1 We process information about you in accordance with our Privacy Policy. By using Our Platform or registering as a member, you consent to such processing and you warrant that all data provided by you is accurate.
- 10.2 In the event of a discrepancy between these terms of this agreement and the terms of the Privacy Policy, the provisions of these terms shall prevail.

## **11 Viruses, hacking and other offences**

- 11.1 You must not misuse Our Platform by knowingly introducing (or transmitting data, sending or uploading any material that contains) viruses, Trojans, worms, time-bombs, keystroke loggers, spyware, adware, logic bombs or other material, programmes or similar computer code which is malicious, technologically harmful or designed to adversely affect the operation of any computer software or hardware of Our Platform. You must not attempt to gain unauthorised access to Our Platform, the server on which Our Platform is stored or any server, computer or database connected to Our Platform. You must not attack our Platform via a denial-of-service attack or a distributed denial-of-service attack.
- 11.2 By breaching this provision, you might commit a criminal offence under the applicable legislation. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your rights to use Our Platform will cease immediately.
- 11.3 We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment,

computer programs, data or other proprietary material due to your use of Our Platform or to your downloading of any material posted on it, or on any website linked to it.

## **12 Linking to Our Platform**

- 12.1 You may not link to Our Platform without our prior written permission.
- 12.2 Our Platform must not be framed on any other Platform without our prior written permission.
- 12.3 We reserve the right to withdraw linking and framing permission without notice. The website from which you are linking must comply in all respects with the Content Standards set out in this document.
- 12.4 If you wish to make any use of material on Our Platform other than that set out above, please address your request to us.

## **13 Links from Our Platform**

- 13.1 Where Our Platform links to other Platforms and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those Platforms or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

## **14 Our right to vary these terms and conditions**

We may revise these terms of use at any time by amending this document. It is your responsibility to check this document from time to time to take notice of any changes we make, as they are binding on you. Some of the provisions contained in these terms of use may also be superseded by provisions or notices published elsewhere on Our Platform.

## **15 Law and jurisdiction**

The Dutch courts will have non-exclusive jurisdiction over any claim arising from, or related to, a visit to Our Platform although we retain the right to bring proceedings against you for breach of these conditions in your country of residence or any other relevant country. Unless local mandatory laws apply, these terms of use are governed by Dutch law.

## **16 Contact**

If you have any concerns about material which appears on Our Platform, please contact us through [info@barnbridge-auctions.com](mailto:info@barnbridge-auctions.com) or website [www.barnbridge-auctions.com](http://www.barnbridge-auctions.com). Contact Mrs Janou Hendrix.

Thank you for visiting Our Platform.

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