

## BLOCSER TERMS

# Users

### 1. Definitions

These Terms apply between you and BLOCSER A/S, Applebys Plads 7, 1411 Copenhagen, Denmark. The terms “**BLOCSER**”, “**us**”, “**we**” or “**our**” refer to BLOCSER A/S.

- “**Affiliates**”: the end users providing Services as available on the Platform from time to time.
- “**Content**”: information you post, upload, display, share, transmit to other users or otherwise make available on the Platform, included but not limited to designs, text, information, images, photos, graphics, audio, videos, location data, and all other forms of data or communication, suggestions, ratings, guest reviews, comments, ideas, improvements, feedback or materials provided to us in connection with or related to the Platform, any related technology, Services, etc.
- “**Platform**”: any platform owned, controlled, managed, maintained and/or hosted by BLOCSER on which Services are made available, including but not limited to the website, any of our applications, the Content and infrastructure hereof (including the facilitation of reservation, purchase and payment services) through whatever, media or technology.
- “**Services**”: services that can be ordered, reserved and purchased from the other users, including but not limited to services, content items, appointments and other Affiliate products.
- “**Terms**”: the terms as set out in this document.

### 2. The Nature of the Platform

BLOCSER provides a Platform on which Affiliates can advertise, market, sell, promote and offer their Services for order, reservation and purchase. The Terms apply to all Services made available on the Platform whether directly or indirectly (through Affiliates). By creating a user profile, accessing, browsing and in any way using our Platform, you acknowledge and agree to have read, understood and agreed to the Terms, including having read our [Privacy Policy](#) and to be at least eighteen (18) years old.

If you do not accept and agree to be bound by the Terms, please do not use the Platform. We may change the Terms and Platform from time to time, e.g. to reflect regulatory changes, new features, or changes in BLOCSER’s or our Affiliates’ business practices. The Platform may be modified, updated, interrupted, suspended or discontinued at any time without notice or liability. We may also remove features or suspend the Platform entirely. You will not be notified hereof, unless such changes are material.

### 3. The Role of BLOCSER

BLOCSER and the Affiliates have neither any partnership, joint venture, employment, agency, franchise, nor are we an intermediary between you and the Affiliate. Further, BLOCSER do not (re)sell, offer any Services or act as a representative in any other way. When you make your reservation or purchase a Service, you enter into a direct (legally binding) contractual relationship with the applicable Affiliate. BLOCSER merely facilitates the Platform access, e.g. by transmitting the relevant details of your reservation or

purchase to the relevant Affiliate(s) and by sending you a confirmation email for and on behalf of the Affiliate.

Our Platform does not constitute and should not be regarded as a recommendation or endorsement of the quality, service level, qualification or rating of any Affiliate or Services made available, except as explicitly indicated or set out otherwise.

Although we will use reasonable skills and care in providing the Platform, we will not verify if, and cannot guarantee that, all information is accurate, complete or correct, nor can we be held liable for any errors (including manifest and typographical errors), any interruptions (whether due to any (temporary and/or partial) breakdown, repair, upgrade or maintenance of our Platform or otherwise), inaccurate, misleading or untrue information or non-delivery of information.

The Platform may contain paid content, promotions, advertisement by third parties and links to third party domains. BLOC SER are not liable for the safety, accessibility or availability of such external domains or resources.

Any software and updates may be automatically installed/downloaded. Settings may be adjusted on your device's settings, e.g. smartphone, computer, etc.

#### **4. Information Provided by Affiliates**

The information disclosed on our Platform is provided by the Affiliates, who are fully responsible for updating all rates/fees/prices, availability, policies and conditions and other relevant information.

The prices as offered by the Affiliates on our Platform are displayed with and without VAT/sales tax and all other taxes (subject to change of such taxes) and fees to support deals from private individuals as well as companies. The VAT status is viewable on every deal.

Discounted rates may carry special restrictions and conditions, for example non-cancellable and non-refundable. Please check the relevant reservation conditions and details thoroughly prior to making your reservation or purchase.

Obvious errors and mistakes (including misprints) are not binding.

All special offers and promotions are marked as such. If they are not labelled as such, you cannot derive any rights in the event of obvious errors or mistakes.

#### **5. User Accounts**

You must create an account and provide certain information about yourself in order to use some of the features that are offered on the Platform.

Your information must always be accurate, complete, and current, and you must ensure confidentiality of your login credentials. You may not impersonate someone else, create, claim or use an account for anyone but yourself, provide an email address or phone number other than your own, or create fake or multiple accounts.

Your username may not use:

- the name of another person or entity that is not lawfully available for use,
- a name or trademark that is subject to any rights of another person or entity other than you without appropriate authorization, or
- a name that is otherwise offensive, vulgar or obscene.

BLOCSER may at any time, without notice and discretionarily, deny creation of user accounts or deny users access to the Platform if violation of the Terms is suspected or could be foreseen.

You are responsible for all activities related to your user account. If you believe there is a risk of breach of security or unauthorised use, please immediately contact us on [support@blocser.io](mailto:support@blocser.io)

### **5.1. Reviews**

Only users who have purchased Services should comment on their purchase and provide a review of the Affiliate. The completed review may be (a) uploaded onto the relevant Affiliate information page on our Platform for the sole purpose of informing (future) users of your opinion of the service (level) and quality of the Affiliate, and (b) (wholly or partly) used and placed by BLOCSER and the Affiliate at our sole discretion (e.g. for marketing, promotion, or improvement of our service) on our Platform or on social media platforms, newsletters, special promotions, apps, or other channels owned, hosted, used, or controlled by BLOCSER and our Affiliates.

BLOCSER allows the Affiliate to respond to a review and ask Blo ser for a removal of a review. We reserve the right to adjust, refuse, or remove reviews at our sole discretion insofar it violates our review policy. BLOCSER does not compensate or otherwise reward a user for completing a review. The user review form should be regarded as a survey and does not include any (further commercial) offers, invitations, incentives or whatsoever. BLOCSER undertake to use its best efforts to monitor and remove reviews that include obscenities or reviews which include:

- Profanity, sexually explicit content, hate speech, discriminatory content, threats, violence.
- Full names of, personal attack towards the staff.
- Promoting illegal activities (e.g. drugs, prostitution).
- Sites, emails and addresses, phone numbers, cc details.
- Politically sensitive comments.

Reviews on an app platform follows the terms of the relevant app platform, e.g. iTunes, Google Play, etc.

## **6. Making DEALS**

Please be cautious when interacting with other users – both on the Platform and in real life. BLOCSER are neither liable nor responsible for the conduct of any user on or off the Platform. Moreover, BLOCSER does not conduct (criminal) background checks, etc.

### **6.1. DEAL TYPES and payment options**

BLOCSER currently offers 3 different types of DEALS:

1. INSTANT DEALS
2. CUSTOM DEALS
3. FIXED DEALS

#### **Ad.1. INSTANT DEALS.**

An “Instant DEAL” can be created by a seller and shared with a buyer instantly. The delivery and payment date is set to NOW and it is designed to work as a tool to provide a buyer with a payment link instantly. The DEAL does not define the service provided and the receipt is therefor very simple. You should only use this type of deal if you are

confident the seller will deliver or you already have had the delivery and you want to allow the seller to provide you with a payment link so you may pay instantly.

#### Ad.2. CUSTOM DEALS

The “custom DEAL” is a way for a seller to offer a buyer a specific service or product. The buyer will receive the offer either within the platform or via SMS with a link to an online version of the deal if he does not have BLOCSEER installed. Either way he will get the option to accept the deal or reject it. Once the deal is accepted it will change state to “ONGOING”. Both parties may suggest delivery and payment date changes or cancel the deal entirely. When the deal is done the seller will mark the deal as delivered. The buyer will be notified and asked if he wants to mark the deal as paid. The seller is asked if he wants to pass on a receipt (and thereby accept that a payment has occurred).

The payment can be defined as A) a “Blocser wallet”, meaning direct peer2peer transfer between 2 blocser wallets. B) “Credit card”, meaning the buyer will go through the payment gateway and pay the amount using a credit card or C) “Outside”, meaning that the deal holds an enduser defined method of payment outside the platform. Could be bank transfer, cash in hand or any other means of payment.

#### Ad.3. FIXED DEALS

The “Fixed DEAL” is used to create a web shop item. These predefined DEALS are posted on the users web shop within the app and online. It is possible for a buyer to click buy on a fixed deal. The seller gets notified that someone wants to create a fixed deal with them. When the seller accepts to enter into the deal the offer becomes a contract. It is possible to make date changes on these kind of deals as well. The default settings is that delivery and payment dates on Fixed deals is set to NOW.

In all deals it is the buyer and the seller who defines the service and the terms directly between them. Blocser has no role in the negotiation and any disputes that arise from using the DEALS module is solely between the buyer and the seller.

By entering into a DEAL, you agree to receive an text messages (app notifications or SMS) upon the approval of the DEAL and during the DEAL concerning delivery and payment deadlines as well as links to the deal so you can find the receipt and give a review and rating. See our PRIVACY POLICY for more information about how we may contact you.

BLOCSEER cannot guarantee that any request or communication will be (duly and timely) received/read by, complied with, executed or accepted by the Affiliate.

We are not responsible or liable for (and have no obligation to verify) any inaccurate or wrong (mobile) phone number.

By making a DEAL with an Affiliate, you accept and agree to the relevant cancellation and no-show policy of that Affiliate, and to any additional (delivery) terms of the Affiliate that may apply (including the specifications of the Affiliate made available in the DEAL and the relevant house rules of the Affiliate), including Services rendered by the Affiliate. The relevant (delivery/purchase) terms of an Affiliate can be obtained by the user from said Affiliate.

Please note that certain rates, fees or special offers are not eligible for cancellation, refund or change. Please check the details of your DEAL thoroughly for any such conditions prior to making your reservation or purchase.

Please note that a reservation which requires down payment or (wholly or partly) prepayment may be cancelled by the Affiliate (without a prior notice of default or warning) insofar the relevant (remaining) amount(s) cannot be collected in full on the relevant due or payment date in accordance with the relevant payment policy of the Affiliate and the reservation.

BLOC SER does not accept any liability or responsibility for the consequences of any cancellation or charged no-show fee by the Affiliate.

## **6.2. Purchases**

If you wish to purchase any Service made available through the Platform, you recognise that this purchase is between you and the seller directly.

## **6.3. Payments**

Entering into a DEAL are not subject to payment unless the specific Affiliate requires payment either in full, in part or as a deposit when you purchase or make the DEAL.

Credit card Payments are safely processed from your credit/debit card, third party payment processor, e.g. Stripe etc., made available at the Platform (BLOC SER never acts nor operates as the merchant of record).

**Please note, some Affiliates require payment when making the DEAL, either in full, in part, or as a deposit. If this is the case, information will be provided in the booking flow.**

The terms of your payment will be based on your payment method chosen and may be determined by agreements between you and the financial institution, credit card issuer or other provider of your chosen payment method. You will receive a DEAL receipt via the once the affiliate shares it. The payment receipt is given to you directly from the payment provider.

**Any payment facilitated by us, for and on behalf of, transferred to the Affiliate is final and cannot be reclaimed unless otherwise explicitly stated.**

We reserve the right to refuse or cancel your order at any time for certain reasons including but not limited to availability, erroneous information, or if fraud or unauthorized, illegal transaction is suspected.

Objections to payments should be directed to your bank or payment provider, who can provide further information on your rights as well as applicable time limits. Further, please inform BLOC SER of any objections by contacting [support@blocser.io](mailto:support@blocser.io). BLOC SER are not liable for any misuse or unauthorised payments.

You cannot not hold BLOC SER liable or responsible for any (authorized, (allegedly) unauthorized or wrong) charge by the Affiliate, and you cannot (re)claim any amount for any valid or authorized charge by the Affiliate (including for pre-paid services, no-show and chargeable cancellation) of your credit card.

### **6.3.1. Non-refundable payments**

For certain (non-refundable) rates or special offers, please note that the Affiliates may require that payment is made upfront by Stripe including wire transfer (if available), by credit card or other payment method, and therefore your credit card may be pre-

authorised or charged (sometimes without any option for refund) upon making the reservation. Please check the (reservation) details of your chosen Service thoroughly for any such conditions prior to making your reservation.

## **7. Rights Granted to BLOC SER**

By uploading Content onto our Platform (for instance in addition to a review); you certify, warrant and agree that you own the copyright to the Content and that you grant BLOC SER a non-exclusive, worldwide, irrevocable, unconditional transferable, sub-licensable, royalty-free, right and license to host, store, use, copy, display, reproduce, adapt, edit, publish, modify and distribute any Content on the Platform, however always subject to mandatory regulation, e.g. GDPR, and IP-rights.

For governmental use, system protection, safety of our users, Affiliates, integrity and operation of the Platform, etc., we may access and disclose any information we consider necessary or appropriate, including but not limited to user account information, IP addresses, traffic information, usage history and Content.

**You accept full legal and moral responsibility of any and all legal claims that are made by any third parties (including, but not limited to, accommodation owners) due to BLOC SER publishing and using your Content.**

BLOC SER does not own or endorse Content that is uploaded. The truthfulness, validity and right to use of all Content is assumed by the person who uploaded the photo and is not the responsibility of BLOC SER. BLOC SER disclaim all responsibility and liability for the Content posted. The person who uploads the Content warrants that it does not contain any viruses, Trojan horses or infected files and do not contain any pornographic, illegal, obscene, insulting, objectionable or inappropriate material and do not infringe any third party (intellectual property right, copyright or privacy) rights. Any photo/image that does not meet the aforesaid criteria will not be posted and/or can be removed/deleted by BLOC SER at any time and without prior notice.

## **8. Intellectual Property Rights and Restrictions of Use**

Unless stated otherwise, the software required for, available at or used by our Platform and the intellectual property rights (including the copyrights) of the Contents and information of and material on our Platform are owned by BLOC SER and/or our Affiliates. BLOC SER exclusively retains ownership of all rights, title and interest in and to all intellectual property rights of the look and feel including infrastructure of the Platform, including the guest reviews and translated Content.

Our Platform is made available for personal and non-commercial use only.

You are not allowed to:

- re-sell, hyper/deep-link, use, copy, publish, modify, translate, decompile, reverse engineer, decipher, transmit, create any derivative works from, make use of, use as meta tags, reproduce in any way, promote, market, integrate, utilize, combine, monitor (e.g. spider, scrape), use datamining, frame, mirror, display, download, reproduce, or otherwise use the Content, including but not limited to any pictures, images, copyrighted material, trademarks and names, service marks, or other intellectual property, proprietary information or any other content or information, software, without BLOC SER's prior written consent,
- use or develop applications that interact with the Platform, without BLOC SER's prior written consent, or

- use, store, upload viruses or other malicious ware or compromise the security of the Platform or promote behaviour in violation of the Terms.

**Any unlawful use or any of the actions or behaviour listed above will constitute a material infringement of our intellectual property rights (including copyright and database right).**

### **8.1. Making claims of right/infringements**

If your intellectual property rights have been infringed, please submit your complaint to support@blocser.io immediately. Upon receipt of a complaint, we may take certain actions, including removing information or an item, and termination of repeat infringers in appropriate circumstances. All such actions are taken without any admission as to liability and without prejudice to any rights, remedies or defences, all of which are expressly reserved. This includes forwarding the complaint to the parties involved in the provision of the allegedly infringing content.

**You agree to indemnify BLOC SER for all claims brought by a third party against BLOC SER arising out of or in connection with the submission of a complaint.**

### **8.2. Unlawful Content**

Any unlawful Content that may exploit or otherwise harm minors; or may violate or advocate the contravention of any law or regulation is prohibited.

In general, all artistic images depicting nudity and sexuality are allowed without censorship. However, images depicting implied actions that have the potential to normalize violence such as non-consensual or violent sex acts, including rape, are not allowed at any time. Images depicting fetish content that involves acts that are likely to lead to the death of a person or animal such as: dismemberment, cannibalism, or bestiality are also not allowed.

Real female nipples must be censored unless in the context of breastfeeding, birth giving and after-birth moments, health-related situations (for example, post-mastectomy, breast cancer awareness or gender confirmation surgery) or an act of protest.

Millions of designs, thousands of customer reviews and comments are hosted on the Platform. Consequently, it is not possible for us to monitor all Content, designs or Services listed for sale, each customer review or comment that is displayed, etc. Therefore, we operate on a “notice and action” basis.

**You understand and agree that we may monitor Content and delete – in whole or in part – Content that in our sole judgment violates the Terms or may harm the reputation of the Platform. If you become aware of such Content, please let us know immediately on support@blocser.io**

**Important Warning: giving false, misleading or inaccurate information to BLOC SER on the Platform may result in civil and criminal liability.**

## **9. Termination**

Failure to comply with any obligations set out in the Terms constitutes a breach, which may result in immediate termination of your account. Clauses 7, 8 and 9 - 13 will still apply.

## **10. Disclaimer**

Subject to the limitations set out in these Terms and to the extent permitted by law, the Platform is provided on an “as is” and “as available” basis; and to the extent permitted by

applicable law, grants no warranties of any kind, whether express, implied, statutory or otherwise with respect to the Platform (including but not limited to all Services and Content), including, without limitation, any implied warranties of satisfactory quality, merchantability, fitness for a particular purpose or non-infringement.

BLOC SER does not represent or warrant that (a) the Platform will be uninterrupted or error free, (b) any defects or errors in the service will be corrected, or (c) that any Content or information you obtain on or through the Platform will be accurate.

BLOC SER has no responsibility for any Content and any material downloaded or otherwise obtained through the Platform; hence any Content is accessed at your own discretion and risk.

To the fullest extent permitted by applicable law, in no event will BLOC SER, our officers, directors, employees, representatives, subsidiaries, affiliated companies, our Affiliates, distributors, licensors, licensees, agents, service providers or others involved in creating, sponsoring, promoting, or otherwise making available the Platform, be liable for any indirect, consequential, exemplary, incidental, special or punitive damages, including, without limitation, loss of profits, whether incurred directly or indirectly, or any loss of data, use, goodwill, production, profit, revenue or other intangible losses, resulting from: (i) your access to or use of or inability to access or use the Platform, (ii) the conduct or Content of other users or third parties on, through, or following use of the Platform; or (iii) unauthorized access, use or alteration of your Content, even if BLOC SER have been advised of the possibility of such damages.

If BLOC SER are liable under certain jurisdictions, BLOC SER shall only be liable for direct damages actually suffered, paid or incurred by you due to an attributable shortcoming of our obligations in respect to the Platform, up to an aggregate amount of the aggregate cost of your reservation as set out in the Affiliate confirmation email (whether for one event or series of connected events).

BLOC SER are not responsible (and disclaims any liability) for the use, validity, quality, suitability, fitness and due disclosure of the Platforms or Services and make no representations, warranties or conditions of any kind in this respect, whether implied, statutory or otherwise, including any implied warranties of merchantability, title, non-infringement or fitness for a particular purpose. You acknowledge and agree that the relevant Affiliate is solely responsible and assumes all responsibility and liability in respect of the Service (including any warranties and representations made by the Affiliate).

BLOC SER are not a (re)seller of the Services. Complaints or claims in respect of the Services (including related to the offered (special/promotion) price, policy or specific requests made by you) are to be dealt with by the Affiliate. BLOC SER are not responsible for and disclaims any liability in respect of such complaints, claims and (product) liabilities.

Whether or not the Affiliate has charged you for the Service, or if BLOC SER are facilitating the payment of the price or fee for the Service, you agree and acknowledge that the Affiliate is at all times responsible for the collection, withholding, remittance and payment of the applicable taxes due on the total amount of the price or fee to the relevant tax authorities. BLOC SER are not liable or responsible for the remittance, collection, withholding or payment of the relevant taxes due on the price or fee to the relevant tax

authorities. BLOCSEER do not act as the merchant of record for any Service made available on the Platform.

## 11. Privacy

BLOCSEER respects your privacy. Please have a look at our Privacy Policy for further information.

## 12. Complaints

Any claim or complaint against BLOCSEER or in respect of the Affiliate must be promptly submitted, but in any event within 48 hours after the scheduled day of receipt of the Service or product. Any claim or complaint that is submitted after the 48-hour period may be rejected, and the claimant shall forfeit its right to any (damage or cost) compensation. Due to the continuous update and adjustments of rates and availability, we strongly suggest making screenshots when making a reservation to support your position (if needed).

## 13. Applicable Law and Jurisdiction

Except when prohibited by mandatory regulation on choice-of-law or venue, the Terms and the provision of our services shall be governed by and construed in accordance with Danish law, and any dispute arising out of these Terms and our services shall exclusively be submitted to the High Maritime and commercial Court in Copenhagen, Denmark.

If any provision of these Terms is or becomes invalid, unenforceable or non-binding, you shall remain bound by all other provisions hereof. In such an event, such invalid provision shall nonetheless be enforced to the fullest extent permitted by applicable law, and you will at least agree to accept a similar effect as the invalid, unenforceable or non-binding provision, given the contents and purpose of these Terms.

# Shops

## 1. Definitions

These Terms apply between **you** (or the business by which you are employed or otherwise represent) and BLOCSEER A/S, Applebys Plads 7, 1411 Copenhagen, Denmark. The terms “**BLOCSEER**”, “**us**”, “**we**” or “**our**” refer to BLOCSEER A/S.

- “**Affiliate**” or “**you**”: the person providing services or products as available on the Platform from time to time.
- “**Business Days**”: every official workday of the week; i.e. days between and including Monday through Friday; hence, excluding public holidays and weekends.
- “**Confidential Information**”: information relating to us, the platform or BLOCSEER users that is not known to the general public including, but not limited to, any information identifying or unique to specific users; reports, insights, and other information about the Services, data derived from the platform except for data (other than user personal data) arising from the sale of Services comprising of Services sold, prices, sales, volumes and time of the transaction; and technical or operational specifications relating to the Services. For the purposes of the below terms, user personal data constitutes confidential information at all times.

- **“Content”**: information posted, uploaded, displayed, shared, transmitted to other users or otherwise made available on the Platform, included but not limited to designs, text, information, images, photos, graphics, audio, video, location data, and all other forms of data or communication, suggestions, ratings, guest reviews, comments, ideas, improvements, feedback or materials provided to us in connection with or related to the Platform, any related technology, Services, etc.
- **“Intellectual Property Right”**: any patent, copyright, trademark, domain name, moral right, trade secret right or any other intellectual property right arising under any laws and all ancillary and related rights, including all rights of registration and renewal and causes of action for violation, misappropriation or infringement of any of the foregoing.
- **“Platform”**: any platform owned, controlled, managed, maintained and/or hosted by BLOC SER on which Services are made available, including but not limited to the website, any of our applications, the Content and infrastructure hereof (including the facilitation of reservation, purchase and payment services) through whatever media or technology.
- **“Sales Proceeds”**: the gross sales proceeds paid by users via the Platform in the course of any transactions regarding the reservation or purchase of Services, including the purchase price, booking fees, any taxes and customs duties.
- **“Services”**: services that can be ordered, reserved and purchased from the sellers, including but not limited to time/material based services, fixed price services, used or new products, advice, digital content and other Affiliate products].
- **“Terms”**: the terms as set out in this document.
- **“Transaction”**: any sale of Service(s) through the Platform.

## 2. The Nature of the Platform

BLOC SER provides a Platform on which Affiliates can advertise, market, sell, promote and offer their Services for order, reservation and purchase. The Terms apply to all Services made available on the Platform.

**All users have accepted B2C terms which must be respected by you at all times. Access to the Platform for the Affiliate may be subject to subscription payments as stipulated in the payment plan and clause 6. Services offered via the Platform is subject to payment (Transaction fee) as stipulated in the payment plan and clause**

### 6.2.

By creating a profile, accessing, browsing and in any way using our Platform, you acknowledge and agree to have read, understood and agreed to the Terms including having read our Privacy Policy and: to be at least 18 years old.

If you do not accept and agree to be bound by the Terms, please do not use the Platform.

### 2.1. Changes

We will provide at least 15 days’ advance notice for changes to the Terms. However, we may change or modify the Terms at any time with immediate effect (a) for legal, regulatory, fraud and abuse prevention, or security reasons; (b) to change existing features or add additional features to the Services (where this does not materially adversely affect your offering of the Services); or (c) to restrict Services or activities that we deem unsafe, inappropriate, or offensive.

Your continued use of our Platform after the effective date of any change to these Terms in accordance with this clause will constitute your acceptance of that/those change/changes. If any change is unacceptable to you, you agree not to use the Platform and to end the cooperation between you and BLOC SER. BLOC SER will provide notice to you under the Terms by posting changes on the Platform or by sending you an email notification, or by similar means.

We may also communicate with you in connection with your listings, sales, and the services electronically and in other media, and you must consent to such communications. You must update your email addresses (as well as your legal name, address and phone number) as often as necessary to ensure that they are accurate.

### **3. The Role of BLOC SER**

You and we are independent contractors, and nothing in these Terms will be construed to create a partnership, joint venture, agency, franchise, sales representative, or employment relationship between us and you. BLOC SER are neither an auctioneer, nor is it an intermediary between the buyer and you. You will have no authority to make or accept any offers or representations on our behalf. You will not make any statement, whether on your site or otherwise, that would contradict anything in the Terms.

The Term will not create an exclusive relationship between you and BLOC SER. Nothing expressed or mentioned in or implied from the Terms is intended or will be construed to give to any person other than the parties hereto any legal or equitable right, remedy, or claim under or in respect to the Terms. The Terms and all of the representations, warranties, covenants, conditions, and provisions of the Terms are intended to be and are for the sole and exclusive benefit of BLOC SER, you, and relying users or other Affiliates.

As between you and us, you will be solely responsible for all obligations associated with the use of any third party service or feature that you permit us to use on your behalf, including compliance with any applicable terms of use.

Our Platform does not constitute and should not be regarded as a recommendation or endorsement of the quality, service level, qualification or rating of any Affiliate Services made available, except as explicitly indicated or set out otherwise.

Although we will use reasonable skills and care in providing the Platform, we will not verify if, and cannot guarantee that, all information is accurate, complete or correct, nor can we be held liable for any errors (including manifest and typographical errors), any interruptions (whether due to any (temporary and/or partial) breakdown, repair, upgrade or maintenance of our Platform or otherwise), inaccurate, misleading or untrue information or non-delivery of information.

The Platform may contain paid content, promotions, advertisement by third parties and links to third party domains. BLOC SER are not liable for the safety, accessibility or availability of such external domains or resources.

Any software and updates may be automatically installed/downloaded. Settings may be adjusted on your device's settings, e.g. smartphone, computer, etc. Signing up to a BLOC SER subscription plan does not comprise any technical support regarding how to implement the Platform technically into your business platforms, i.e. you will not be provided with any software or the like as a service support from BLOC SER.

## **4. Information Provided by You**

The information disclosed on our Platform is provided by you, who are fully responsible for updating all rates/fees/prices, availability, policies and conditions (e.g. age restrictions, prepayment, cancellation rights) and other relevant information.

The prices as offered by you on our Platform must be displayed including VAT/sales tax and all other taxes (subject to change of such taxes) and fees, unless stated differently on our Platform.

**You are solely responsible for providing the user with any and all material information subject to mandatory regulation, including but not limited to consumer affairs, information requirements, cancellation rights, access to complaint, ODR, GDPR, etc., and to ensure that the information is provided in a timely manner.**

## **5. Accounts**

You must create an account and provide certain information about yourself or the business by which you are employed or otherwise represent in order to be able to offer Services on the Platform.

Your information must always be accurate, complete, and current, and you must ensure confidentiality of your login credentials. You may not impersonate someone else, create, claim or use an account for anyone but yourself, provide an email address other than your own, or create fake or multiple accounts.

Your username may not contain:

- the name of another person or entity that is not lawfully available for use,
- a name or trademark that is subject to any rights of another person or entity other than you without appropriate authorisation, or
- a name that is otherwise offensive, vulgar or obscene.

BLOC SER may at any time, without notice, deny creation of an account or deny access to the Platform, including but not limited to violation of the Terms is suspected, or the Affiliate does deliver sufficient quality in their Services as discretionarily defined by BLOC SER from time to time.

You are responsible for all activities related to your account. If you believe there is a risk of breach of security or unauthorised use, please immediately contact us [support@blocser.io](mailto:support@blocser.io).

### **5.1. Reviews**

Only users who have purchased Services can comment on their purchase and provide a review of the Affiliate. The completed review will be (a) uploaded onto the relevant Affiliate information page on our Platform for the sole purpose of informing (future) users of your opinion of the service (level) and quality of the Affiliate, and (b) (wholly or partly) used and placed by BLOC SER and the Affiliate at our sole discretion (e.g. for marketing, promotion, or improvement of our service) on our Platform or on social media platforms, newsletters, special promotions, apps, or other channels owned, hosted, used, or controlled by BLOC SER and our Affiliates.

In order to offer and maintain recent (and therefore relevant) reviews, reviews on the Platform should only be submitted within a limited period (14 days) after receiving a service. The default ranking of the reviews is by date of submission relative to a few

additional criteria (such as language, reviews with comments), whereas a review of users who [always] submit comprehensive and detailed reviews may be ranked on top. BLOCSEER allows you to respond to a review. We reserve the right to adjust, refuse, or remove reviews at our sole discretion insofar it violates our review policy. BLOCSEER do not compensate or otherwise reward a guest for completing a review. The guest review form should be regarded as a survey and does not include any (further commercial) offers, invitations, incentives or whatsoever.

BLOCSEER undertake to use its best efforts to monitor and remove reviews that include obscenities or reviews which include:

- Profanity, sexually explicit content, hate speech, discriminatory content, threats, violence.
- Full names of, personal attack towards the staff.
- Promoting illegal activities (e.g. drugs, prostitution).
- Sites, emails and addresses, phone numbers, cc details.
- Politically sensitive comments.

## **6. Payments to BLOCSEER**

### **6.1. Subscriptions**

**Access to the Platform may be subject to either monthly, quarterly or yearly subscription payments as stipulated in the payment plan.**

Subscriptions are automatically renewed, until you terminate the subscription. All BLOCSEER subscription plans are described in detail in the payment plan and can be subject to changes at any time by BLOCSEER.

From time to time, BLOCSEER may offer free trial periods. When such a trial period expires, the subscription is automatically converted to a subscription subject to payment. Payment for the chosen subscription plan will be charged upon approval by you when signing up to the specific subscription plan.

Monthly/quarterly subscriptions will be charged on a rolling basis unless terminated. Yearly subscriptions are charged for a discounted 12 months period when signing up and continuously on a yearly rolling basis if not terminated. BLOCSEER will forward an invoice for all subscriptions payable under the Terms upon completion of payment.

By terminating the subscription plan, including your account in full or in part, no return of payment, be that monthly, quarterly, or yearly or other fees, will be returned unless BLOCSEER are deemed liable as stipulated in clause 10.

#### **If you pay BLOCSEER directly**

The chosen payment method will be continuously billed monthly/ quarterly/yearly (depending on the payment plan) at the price you agreed to when initially subscribing to BLOCSEER.

Your payment card information is not stored by BLOCSEER, but by the provider of the chosen payment solution on your behalf such as credit card providers, Stripe, app platforms or other payment methods, and subsequently used for the automatic

payments/renewals in accordance with these Terms on your behalf. Always consult your chosen payment solution on how they process your personal information. Subscriptions are automatically renewed, until you terminate the subscription even if you have otherwise deleted your BLOCSER account or the app.

Objections to payments should be directed to BLOCSER (support@blocser.io). You may also object by contacting your bank or payment provider, who can provide further information on your rights as well as applicable time limits.

### **In-app purchases**

Subscriptions may also be offered as in-app purchases, through iTunes, Google Play, carrier billing, or other payment platforms authorised by BLOCSER.

The chosen payment method will be continuously billed monthly/ quarterly/yearly (depending on the payment plan) in advance according to the terms of the applicable payment provider or third party account such as iTunes and Google Play.

Subscriptions are automatically renewed, until you terminate the subscription in accordance with the third party account and follow instructions to terminate your subscription, even if you have otherwise deleted your BLOCSER account or the app. Objections to payments, should be directed to the relevant third party such as iTunes, Google Play, etc. You may also object by contacting your bank or payment provider, who can provide further information on your rights as well as applicable time limits.

#### **6.1.1. Changes to the subscription plans**

If BLOCSER want to change the subscription plans, BLOCSER shall submit to you a specification containing: (a) the impact on the existing subscription plan, and the relevant element(s) which are to be changed; (b) a timetable for implementing the change; (c) any changes to the Terms which might be required as a result of the proposed change(s); and (d) any charges for implementing the proposed change(s) to be paid by you.

If you do not accept the changes as specified by BLOCSER, you can choose to terminate the Terms as laid out in clause 12 below, however not having access to the specified changes. You will be deemed to have accepted the changes if termination is not done within ten (10) days from BLOCSER submitting the specification to you.

## **6.2. Transaction fees**

**Services offered via the Platform are subject to payment (Transaction fee) as stipulated in the payment plan (see our Price list).**

Any Transaction fee will be set off against the Sales Proceeds when a user purchases Services from you on the Platform. More specifically, the fee will be automatically transferred to BLOCSER before release of the remaining amount will be transferred to you.

If the user cancels the DEAL, does not show up at the agreed time (no-show), makes complaints relating to the Services delivered by you or otherwise makes claims of not having to pay, the Transaction fee will still have to be paid by you; and BLOCSER will not be obliged to refund the fee to the user or to you.

## **7. Accepting DEALS and User Payment**

BLOCSER are neither liable nor responsible for the conduct of any user on or off the Platform. Moreover, BLOCSER does not conduct (criminal) background checks, etc.

**Prior to the reservation/purchase, you accept to provide information to comply with mandatory legislation and to provide other relevant information, e.g. cancellation and no-show policy, down or prepayments, age restrictions, any additional costs that may apply to the reservation, the fine print, and the relevant house rules.**

**The information must be provided in accordance with mandatory regulation and be provided clearly in your deal description either directly or via link, that way it is available, during the reservation/purchase flow, and in the confirmation version of the DEAL.**

**You are solely responsible for meeting any mandatory requirement applicable for the reservation/purchase. Further, your relevant (delivery/purchase) terms must be provided in accordance with mandatory regulation and must reflect the terms.**

When the user makes a reservation/purchase with the Affiliate and pays either in full, in part or as a deposit, BLOC SER shall hold the payment in a non-interest-bearing account. BLOC SER shall disburse the payments after being set of as laid out in sect. 6.2 to the Affiliate

## **7.1. Reservations**

By accepting a DEAL, you agree to BLOC SER providing the user with (i) a text message (or app push notification) which we send to the user shortly prior to the DEAL DEADLINES with the you and an after the Service has been rendered to rate the experience with the you.

BLOC SER cannot guarantee that any request or communication will be (duly and timely) received/read by, complied with, executed or accepted by the user.

We are not responsible or liable for (and have no obligation to verify) any wrong or misspelled email address or inaccurate or wrong (mobile) phone number or credit card number of the user.

## **7.2. Payments**

When a user makes a reservation/purchases a Service made available through the Platform, the user may be asked to supply certain information relevant to the purchase including, without limitation, age, credit card number, the expiration date of the credit card, billing address, and, if relevant, any shipping information. BLOC SER is not liable for the accuracy of this information.

The terms of the payment will be based on the payment method chosen by the user and may be determined by agreements between the user and his/her financial institution, credit card issuer or other third party payment provider. Once the payment is finalised, you must send a receipt to the user. This can be done via the DEAL and you may supplement with additional receipt documentation if needed.

We reserve the right to refuse or cancel the user's order at any time for certain reasons, including but not limited to Services' availability, erroneous information, or if fraud or unauthorized, illegal Transaction is suspected. BLOC SER cannot be held liable or responsible for any (authorized, (allegedly) unauthorized or wrong) charge by you including for pre-paid services, no-show and chargeable cancellation.

**DEALS paid with credit cards:** Upon making a DEAL payment, the amount to be paid to you will be charged by BLOC SER on your behalf on the user's credit/debit card or through a third party payment processor made available on the Platform. The payment will be released to you within 48h when the funds are received in the funding account at blocser.

### **7.2.1. Down payments, prepayments and non-refundable payments**

The Affiliate is permitted to require that payment is made upfront – either fully or in part – by Stripe including wire transfer (if available), by credit card or other payment method provided this can be done in accordance with applicable regulation. Hence, the user's credit card may be pre-authorized or charged (sometimes without any option for refund) upon making the DEAL payment. **Such requirements may only be made if in accordance with mandatory regulation and the user actively having agreed to making the payment.**

## **8. Rights Granted to BLOC SER**

You grant BLOC SER a non-exclusive, worldwide, irrevocable, unconditional transferable, sub-licensable, royalty-free, right and license to host, store, use, copy, display, reproduce, adapt, edit, publish, modify and distribute any Content on the Platform, however always subject to mandatory regulation, e.g. GDPR, and IP-rights.

For governmental use, system protection, safety of our users, Affiliates, integrity and operation of the Platform, etc., we may access and disclose any information we consider necessary or appropriate, including but not limited to account information, IP addresses, traffic information, usage history and Content.

You accept full legal and moral responsibility of any and all legal claims that are made by any third parties (including, but not limited to, accommodation owners) due to BLOC SER publishing and using your Content.

BLOC SER does not own or endorse the Content that is uploaded. The truthfulness, validity and right to use of all Content is assumed by the person who uploaded it and is not the responsibility of BLOC SER. BLOC SER disclaim all responsibility and liability for the Content. The person who uploads the Content warrants that it does not contain any viruses, Trojan horses or infected files and do not contain any pornographic, illegal, obscene, insulting, objectionable or inappropriate material and do not infringe any third party (Intellectual Property Right, copyright or privacy) rights. Any Content that does not meet the aforesaid criteria will not be posted and/or can be removed/deleted by BLOC SER at any time and without prior notice.

## **9. Intellectual Property Rights and Restrictions of Use**

Unless stated otherwise, the software required for, available at or used by our Platform and the Intellectual Property Rights (including the copyrights) of Content and information of and material on our Platform are owned by BLOC SER, and the Affiliate with relevant title and claim.

BLOC SER exclusively retains ownership of all rights, title and interest in and to all Intellectual Property Rights of the look and feel including infrastructure of the Platform, including the guest reviews and translated Content.

Content, information about and material on our Platform is not owned by you. You are not allowed to:

- re-sell, hyper/deep-link, use, copy, publish, modify, translate, decompile, reverse engineer, decipher, transmit, create any derivative works from, make use of, use as meta tags, reproduce in any way, promote, market, integrate, utilise, combine, monitor (e.g. spider, scrape), use data mining, frame, mirror, display, download, reproduce, or otherwise use the Content, including but not limited to any pictures, images, copyrighted material, trademarks and names, service marks, or other intellectual property, proprietary information or any other content or information, software, without BLOC SER's prior written consent
- use or develop applications that interact with the Platform, without BLOC SER's prior written consent or
- use, store, upload viruses or other malicious ware or compromise the security of the Platform or promote behaviour in violation of the Terms.
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**Any unlawful use or any of the actions or behaviour listed above will constitute a material infringement of our Intellectual Property Rights (including copyright and database right).**

### **9.1. Making claims of right/infringements**

If your Intellectual Property Rights have been infringed, please submit your complaint to BLOC SER immediately at support@blocser.io. Upon receipt of a complaint, we may take certain actions, including removing information or an item, and termination of repeat infringers in appropriate circumstances. All such actions are taken without any admission as to liability and without prejudice to any rights, remedies or defences, all of which are expressly reserved. This includes forwarding the complaint to the parties involved in the provision of the allegedly infringing content.

### **10. Indemnification**

You will defend, indemnify, and hold harmless BLOC SER, and our officers, directors, employees, and agents, against any third party claim, loss, damage, settlement, cost, expense, or other liability (including, without limitation, attorneys' fees) from or related to (a) your non-compliance with applicable laws; (b) your Services, including the offer, sale, fulfilment, refund, cancellation, return, or adjustments thereof, and any personal injury, death (to the extent the injury or death is not caused by BLOC SER), or property damage related thereto; (c) your taxes and duties or the collection, payment, or failure to collect or pay your taxes or duties, or the failure to meet tax registration obligations or duties; or (d) actual or, based on specific indications, alleged breach of any representations you have made.

**BLOC SER's indemnification obligations:** BLOC SER will defend, indemnify, and hold harmless you and your officers, directors, employees, and agents against any third party claim arising from or related to: (a) BLOC SER's non-compliance with applicable laws; or (b) allegations that the operation of the Platform infringes or misappropriation that third party's Intellectual Property Rights.

If any indemnified claim might adversely affect us, we may, to the extent permitted by applicable law, voluntarily intervene in the proceedings at our expense. No party may consent to the entry of any judgment or enter into any settlement of an indemnified claim without the prior written consent of the other party, which may not be unreasonably withheld; except that a party may settle any claim that is exclusively directed at and exclusively affects that party.

## 11. Limitation of Liability

Both parties are only liable for damages suffered as a result of wilful misconduct or gross negligence. In case of minor negligence, the parties are only liable for (a) injury to life, body, or health; or (b) foreseeable typically occurring damages resulting from the breach of a fundamental contractual obligation.

The Affiliate shall obtain and maintain, at its own expense, from a qualified and licensed insurance carrier professional indemnity insurance and public and product liability insurance with coverage relevant for the Services offered by the Affiliate. The Affiliate shall provide insurance details on request by BLOC SER.

## 12. Unlawful Content

Any unlawful Content that may exploit or otherwise harm minors; or may violate or advocate the contravention of any law or regulation is prohibited.

In general, all artistic images depicting nudity and sexuality are allowed without censorship. However, images depicting implied actions that have the potential to normalize violence such as non-consensual or violent sex acts, including rape, are not allowed at any time. Images depicting fetish content that involves acts that are likely to lead to the death of a person or animal such as: dismemberment, cannibalism, or bestiality are also not allowed.

Real female nipples must be censored unless in the context of breastfeeding, birth giving and after-birth moments, health-related situations (for example, post-mastectomy, breast cancer awareness or gender confirmation surgery) or an act of protest.

Millions of designs, thousands of customer reviews and comments are hosted on the Platform. Consequently, it is not possible for us to monitor all Content, designs or Services listed for sale, each customer review or comment that is displayed, etc. Therefore, we operate on a “notice and action” basis.

**You understand and agree that we may monitor Content and delete – in whole or in part – Content that in our sole judgment violates the Terms or may harm the reputation of the Platform. If you become aware of such Content, please let us know immediately via [support@blocser.io](mailto:support@blocser.io).**

**Important Warning: giving false, misleading or inaccurate information to BLOC SER on the Platform may result in civil and criminal liability.**

## 13. Termination

You can terminate your subscription at any time before the end of the current period, regardless of the subscription being subject to a monthly, quarterly or yearly payment. After termination, you will have access to the subscription until the end of your then-current subscription term.

**Directly to BLOC SER:** To terminate the subscription, you must contact BLOC SER directly at [support@blocser.io](mailto:support@blocser.io).

**In-app:** You must terminate the subscription in accordance with the third party account (e.g. iTunes or Google Play) and follow their instructions to terminate your subscription, even if you have otherwise deleted your BLOC SER account or the app.

**Deleting your BLOC SER account or deleting the app, does not constitute termination of your subscription. BLOC SER will continue to charge subscription payments until the subscription has been duly terminated as described above.**

BLOC SER may terminate the subscription and close your Card, including your account - fully or partly - for convenience by giving a written notice of 30 days. Any funds in your wallet will be transferred to you no later than 8 days after the termination of your subscription.

BLOC SER shall also be entitled to immediately terminate the subscription, including your account and Card - fully or partly - if you commit any material breach of the Terms and fail to remedy that breach by written notice within ten (10) Business Days. This ten Business Day period only applies where a breach may be remedied; if this is not the case, or if you do not comply with applicable regulation, the subscription, including your account, may be terminated immediately by written notice.

Clauses 7, 8 and 9 - 19 will still apply after termination.

## **14. Disclaimer**

Subject to the limitations set out in the Terms and to the extent permitted by law, the Platform is provided on an “as is” and “as available” basis and to the extent permitted by applicable law, grants no warranties of any kind, whether express, implied, statutory or otherwise with respect to the Platform (including but not limited to all Services and Content), including, without limitation, any implied warranties of satisfactory quality, merchantability, fitness for a particular purpose or non-infringement.

BLOC SER does not represent or warrant that (a) the Platform will be uninterrupted or error free, (b) any defects or errors in the service will be corrected, or (c) that any content or information you obtain on or through the Platform will be accurate. BLOC SER have no responsibility for any Content and any material downloaded or otherwise obtained through the Platform; hence any Content is accessed at your own discretion and risk. To the fullest extent permitted by applicable law, in no event will BLOC SER, our officers, directors, employees, representatives, subsidiaries, affiliated companies, its Affiliates, distributors, licensors, licensees, agents, service providers or others involved in creating, sponsoring, promoting, or otherwise making available the Platform, be liable for any indirect, consequential, exemplary, incidental, special or punitive damages, including, without limitation, loss of profits, whether incurred directly or indirectly, or any loss of data, use, goodwill, production, profit, revenue or other intangible losses, resulting from: (i) your access to or use of or inability to access or use the Platform, (ii) the conduct or Content of users or third parties on, through, or following use of the Platform; or (iii) unauthorized access, use or alteration of your Content, even if BLOC SER have been advised of the possibility of such damages.

If BLOC SER are liable under certain jurisdictions, BLOC SER shall only be liable for direct damages actually suffered, paid or incurred by you due to an attributable shortcoming of our obligations in respect to the Platform, up to an aggregate amount of the aggregate cost of your reservation as set out in the Affiliate confirmation email (whether for one event or series of connected events).

BLOC SER are not responsible (and disclaim any liability) for the use, validity, quality, suitability, fitness and due disclosure of the Platform or Services and makes no representations, warranties or conditions of any kind in this respect, whether implied,

statutory or otherwise, including any implied warranties of merchantability, title, non-infringement or fitness for a particular purpose.

The relevant Affiliate is fully responsible and assumes all responsibility and liability in respect of the Services (including any warranties and representations made by the Affiliate). BLOCSER are not a (re)seller of the Services. Complaints or claims in respect of the Services (including related to the offered (special/promotion) price, policy or specific requests made by the user) are to be dealt with directly by you. BLOCSER are not responsible for and disclaim any liability in respect of such complaints, claims and (Service) liabilities.

Whether or not the Service has been charged, or if BLOCSER are facilitating the payment of the price or fee for the Service, the user agrees and acknowledges that the Affiliate is at all times responsible for the collection, withholding, remittance and payment of the applicable taxes due on the total amount of the price or fee to the relevant tax authorities.

BLOCSER are not liable or responsible for the remittance, collection, withholding or payment of the relevant taxes due on the price or fee to the relevant tax authorities.

BLOCSER do not act as the merchant of record for any Service made available on the Platform.

## **15. Tax Matters**

By using the Platform, you agree to comply with any applicable tax laws and fulfil all obligations to the tax authorities in a timely and complete manner.

As between the parties, you will be responsible for the collection and payment of any and all of your taxes together with the filing of all relevant returns, such as VAT and Intrastat returns and issuing VAT invoices/credit memos where required.

BLOCSER are not responsible for collecting, remitting or reporting any VAT or other taxes arising from sales etc. on the Platform. Unless stated otherwise, any and all fees payable by you pursuant to the Terms are exclusive of all value added, sales, use and similar taxes, and you will pay any taxes that are imposed and payable on such amounts. If we are required by law or by administration thereof to collect any value added, sales, use or similar taxes from you, you will pay such taxes to us.

If any deduction or withholding is required by law, you will notify us and will pay us any additional amounts necessary to ensure that the net amount that we receive, after any deduction and withholding, equals the amount we would have received if no deduction or withholding had been required. Additionally, you will provide us with documentation showing that the withheld and deducted amounts have been paid to the relevant taxing authority.

## **16. Privacy and Confidentiality**

BLOCSER respects your privacy. Please have a look at our Privacy Policy for further information.

During the course of your subscription, you may receive Confidential Information. You agree that during the applicability of the Terms and 5 years after termination: (a) all Confidential Information will remain BLOCSER's exclusive property except for the user's personal data owned by the respective user; (b) you and your affiliates will use

Confidential Information only as is reasonably necessary for your use of the Platform; (c) you will not, and will cause your affiliates not to, directly or indirectly (including through a third party) otherwise disclose Confidential Information to any individual, company, or other third party except as required to comply with the law; and (d) you will take all reasonable measures to protect the Confidential Information against any use or disclosure that is not expressly permitted in the Terms; and (e) you will retain Confidential Information only for so long as its use is necessary for the use of the Platform or to fulfill your statutory obligations (e.g. tax) and in all cases will delete such information upon termination or as soon as no longer required for the fulfilment of statutory obligations. The foregoing sentence does not restrict your right to share Confidential Information with a governmental entity that has jurisdiction over you, provided that you limit the disclosure to the minimum necessary and explicitly indicate the confidential nature of the shared information to the governmental entity. You may not issue any press release related to the Platform, or use our name, trademarks or logo in any way (including in promotional material) without our advance written permission or misrepresent or embellish the relationship between us in any way.

We act as a data controller of any personal data collected on the Platform and transfer the personal data on users to you for your own use as an independent data controller. Use of the personal data transferred to you may only be used for the purpose to fulfil orders and providing the agreed upon services to users. If you use the personal data for other purposes, it is your responsibility to ensure sufficient legal bases as laid out by applicable law. You must keep personal data confidential at all time (the above 5 years' term limit does not apply to personal data).

## **17. Complaints**

Any claims or complaints by users against you, your Services (including related to the offered (special/promotion) price, policy or specific requests made by the user) are to be dealt with by you. BLOC SER are not responsible for and disclaims any liability in respect of such complaints, claims and (Service) liabilities.

Any such claims or complaints must be submitted promptly by the user, but in any event within 48 hours after the scheduled day of receipt of the Service. Any claim or complaint that is submitted after the 48 hours period, may be rejected and the claimant shall forfeit its right to any (damage or cost) compensation.

## **18. Transfer of Rights**

The Terms are personal to you as an Affiliate. You may not assign, novate, or otherwise dispose of the Terms to any third party, including as a result of a change of control in Affiliate, via operation of law, or otherwise, without the prior consent in writing off BLOC SER. BLOC SER are entitled to assign, novate or otherwise dispose of its rights and obligations under the Terms wholly or partly, including the assignment of all of its rights and obligations under the Terms to another business unit outside BLOC SER.

## **19. Miscellaneous**

BLOC SER retain the right to immediately halt any Transaction, prevent or restrict access to the Platform or take any other action to restrict access to or availability of any inaccurate listing, any inappropriately categorised items, any unlawful items, or any items otherwise prohibited by legislation, the Terms, etc.

The authentic language of the Terms and subsidiary or associated documentation is English, and any translations provided are for convenience only. In the event of any conflict or difference in interpretation between the English language version of the Terms

and subsidiary or associated documentation and any translation of them, the English language version and interpretation will prevail.

The Terms represent the entire agreement between the parties with respect to the Services and related subject matter described herein and supersede any previous or contemporaneous oral or written agreements and understandings.

## **20. Applicable Law and Jurisdiction**

Except when prohibited by mandatory regulation on choice-of-law or venue, the Terms and the provision of our services shall be governed by and construed in accordance with Danish law, and any dispute arising out of the Terms and our services shall exclusively be submitted to the High Maritime and Commercial Court in Copenhagen, Denmark.

If any provision of the Terms is or becomes invalid, unenforceable or non-binding, you shall remain bound by all other provisions hereof. In such an event, such invalid provision shall nonetheless be enforced to the fullest extent permitted by applicable law, and you will at least agree to accept a similar effect as the invalid, unenforceable or non-binding provision, given the contents and purpose of the Terms.