

GENERAL TERMS AND CONDITIONS

STOCKSPOTS B.V.

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Article 1 – Definitions

In these General Terms and Conditions, the following terms have the meanings set out below:

- 1.1** "Stockspots B.V." or "the Operator": the private limited company Stockspots B.V., registered in the Dutch Commercial Register (Handelsregister) of the Chamber of Commerce, operator of the Platform.
- 1.2** "Platform": the online marketplace operated by Stockspots B.V. – including website, mobile application and associated software – enabling Providers and Renters to advertise and book storage space and/or pallet positions.
- 1.3** "User": any natural or legal person who creates an account on or makes use of the Platform, regardless of capacity.
- 1.4** "Provider": a User who offers storage space or pallet positions to Renters via the Platform.
- 1.5** "Renter": a User who books storage space or pallet positions from a Provider via the Platform.
- 1.6** "Agreement": the direct agreement concluded between Provider and Renter regarding the use of storage space or pallet positions, separate from and independent of any relationship with the Operator.
- 1.7** "User Content": all content, texts, photographs, data and other information that Users publish or enter on or via the Platform.
- 1.8** "Platform Fee": the fee charged by the Operator for use of the Platform, in accordance with the rate schedule published on the website.
- 1.9** "Prohibited Goods": goods as referred to in Article 8 of these Terms and Conditions.
- 1.10** "DSA": Regulation (EU) 2022/2065 on a Single Market for Digital Services (Digital Services Act).
- 1.11** "GDPR": Regulation (EU) 2016/679 (General Data Protection Regulation).

1.12 "Services": the functionalities offered by the Operator via the Platform, including but not limited to searching, matching, communicating and – where applicable – facilitating payment transactions.

Article 2 – Role of the Operator

2.1 The Operator acts solely as a technical intermediary ("online platform" within the meaning of the DSA). The Platform facilitates contact between Providers and Renters.

2.2 The Operator is not a party to the Agreement between Provider and Renter. The Operator also does not act as custodian, carrier, logistics service provider, agent, representative, employer, contractor or partner of any User.

2.3 The Operator does not at any time take possession of, control over or responsibility for the goods that Renters store with Providers.

2.4 The fact that the Operator facilitates payments or charges Platform Fees does not make the Operator a party to the underlying Agreement.

2.5 The Operator provides no warranties regarding the quality, safety, legality, suitability or availability of storage space offered by Providers, nor regarding the nature or legality of goods Renters intend to store.

2.6 In accordance with Article 6 of the DSA, the Operator is not liable for User Content posted by Users, unless the Operator has knowledge of the unlawfulness of that content and fails to act expeditiously to remove or disable access to it.

Article 3 – Formation of Agreements

3.1 Agreements are concluded directly between Provider and Renter at the moment the Renter confirms a booking and the Provider accepts it, or at the moment the system automatically sends a confirmation in accordance with the Provider's availability settings.

3.2 The Operator is not a party to that Agreement and bears no responsibility for its performance by either party.

3.3 The content of the Agreement – including price, duration, access rights, notice periods and the liability arrangement between Provider and Renter – is determined solely by what Provider and Renter have agreed. Users are advised to record their mutual arrangements in writing.

3.4 The Operator does not guarantee the accuracy, completeness or currency of the information provided by Providers about their storage space.

Article 4 – Use of the Platform

4.1 Registration and account management

4.1.1 Users must provide complete, accurate and up-to-date information upon registration. Users are responsible for keeping their login credentials confidential and for all activities conducted under their account.

4.1.2 Business Users must state their Chamber of Commerce number, VAT number and contact details. The Operator is entitled to require verification.

4.1.3 An account is personal and non-transferable without the prior written consent of the Operator.

4.2 User obligations

4.2.1 Users must comply with all applicable laws and regulations, including but not limited to fire safety regulations, environmental law, health and safety law, customs regulations and local licensing requirements.

4.2.2 Users are prohibited from using the Platform for unlawful purposes, including deliberately spreading false information, circumventing security measures or disrupting the operation of the Platform.

4.2.3 Users may not use automated systems or bots to post User Content or access the Platform without the consent of the Operator.

4.3 Sanctions

4.3.1 The Operator is entitled, without prior notice and at its sole discretion, to suspend or permanently terminate accounts if Users breach these Terms and Conditions, act unlawfully or damage trust in the Platform.

4.3.2 Upon suspension or termination, the Operator retains the right to collect Platform Fees already due. Fees already paid will not be refunded unless the Operator is legally required to do so.

Article 5 – Payments

5.1 The Operator charges Users a Platform Fee in accordance with the rate schedule published on the website. The Operator reserves the right to amend rates with reasonable prior notice.

5.2 To the extent that the Platform facilitates payment processing, this is done via a certified Payment Service Provider (PSP) holding a PSD2 licence. The Operator itself is not a payment institution within the meaning of PSD2 and does not process payment orders in its own name.

5.3 The Operator is not responsible for payments made directly between Provider and Renter outside the Platform. The use of external payment methods is at the risk of the Users involved.

5.4 In the event of late payment of the Platform Fee, the User is in default by operation of law and statutory commercial interest is due, together with extrajudicial collection costs in accordance with applicable Dutch law.

5.5 The Operator is entitled to suspend or reclaim payments to Providers in the event of disputes, fraud or breach of these Terms and Conditions.

Article 6 – Liability

6.1 The Operator is not liable for damage, loss, theft, deterioration or delay of goods stored by Renters with Providers. Providers are at all times solely responsible for the security and management of their storage space.

6.2 The Operator is not liable for damage arising from: (a) inaccurate or incomplete information provided by Users; (b) non-performance of the Agreement by Provider or Renter; (c) outages, interruptions or security incidents on the Platform falling outside the Operator's reasonable sphere of influence; (d) acts or omissions of third parties, including PSPs.

6.3 Any liability of the Operator is limited to direct loss. Liability for indirect loss, consequential loss, loss of profit, reputational damage or loss of data is expressly excluded.

6.4 To the extent that the Operator is liable towards a User, that liability is at all times limited to the amount received by the Operator from the relevant User as Platform Fees during the three (3) months preceding the loss-causing event, subject to an absolute maximum of €5,000 per event.

6.5 The limitations set out in this Article do not apply to the extent that the loss is the direct result of intent or deliberate recklessness on the part of the Operator itself (not including its Users or third parties).

6.6 Users are responsible for taking out adequate insurance (including property, liability and goods insurance) to cover risks associated with the storage of goods. The Operator expressly advises Providers and Renters to make separate arrangements in this regard.

Article 7 – Indemnification

7.1 Users fully and irrevocably indemnify the Operator, its directors, employees, advisers and affiliated companies against all claims by third parties (including other Users, regulators and government authorities) arising from or related to: (a) the relevant User's use of the Platform; (b) breach of these Terms and Conditions; (c) breach of applicable law or regulations; (d) the storage space or goods offered or stored.

7.2 The indemnification also covers legal costs at the actual rate charged, as well as fines and penalty payments imposed by regulators as a result of the relevant User's conduct.

Article 8 – Prohibited Goods and Prohibited Use

8.1 Renters are prohibited from storing the following goods via the Platform:

- Narcotic drugs, precursors and psychotropic substances within the meaning of applicable drug legislation and EU regulations;
- Firearms, ammunition, explosives, pyrotechnics and other weapons within the meaning of applicable weapons legislation;
- Hazardous substances and chemicals subject to ADR regulations (transport of dangerous goods) without adequate safety provisions and permits;
- Radioactive materials;
- Protected flora and fauna and products thereof (CITES Convention);
- Counterfeit goods or goods that infringe intellectual property rights;
- Human remains, organs or biological material;
- Material depicting sexual abuse of minors;
- Illegally obtained goods or goods subject to embargoes or sanctions;
- Perishable foodstuffs for which the storage space is not certified;
- Goods that are otherwise prohibited from being possessed or stored under applicable law.

8.2 Providers are responsible for complying with all licensing obligations, fire safety requirements, environmental regulations and other public law requirements applicable to their storage space. Providers warrant that their space complies with applicable laws and regulations for the offered storage category.

8.3 Renters declare and warrant that the goods they intend to store do not fall within the category of Prohibited Goods as referred to in Article 8.1 and that they hold all necessary permits and exemptions.

8.4 The Operator is entitled – but not obliged – to screen Users and require verification. Conducting or omitting a screening does not create any liability for the Operator in respect of any breach of this Article by Users.

Article 9 – User Content and Intellectual Property

9.1 Users grant the Operator a non-exclusive, royalty-free, worldwide, sub-licensable licence to use, reproduce, display, distribute and adapt User Content, solely for the purpose of operating and promoting the Platform.

9.2 Users warrant that they are entitled to publish the User Content and that it does not infringe the rights of third parties.

9.3 All intellectual property rights in the Platform, the software, the trade name and other distinctive signs of Stockspots B.V. vest in the Operator. Users acquire no rights therein, other than the right to use the Platform in accordance with these Terms and Conditions.

9.4 The Operator is entitled to remove User Content if it is contrary to these Terms and Conditions, applicable law or the DSA.

Article 10 – Notice Mechanism and DSA Obligations

10.1 In accordance with the DSA, the Operator provides an accessible notice mechanism through which Users and third parties can report allegedly illegal User Content or Prohibited Goods. Reports can be submitted via info@stockspots.nl.

10.2 The Operator handles reports in a timely and proper manner and informs reporters of the decision taken and the legal remedies available.

10.3 The Operator publishes an annual transparency report in accordance with DSA requirements, containing information on the number of reports received and measures taken.

10.4 The contact point for DSA-related matters can be reached via info@stockspots.nl. Users may also contact the competent Digital Services Coordinator in the Netherlands (Authority for Consumers and Markets, ACM).

Article 11 – Privacy and Data Processing

11.1 The Operator processes personal data of Users in accordance with the GDPR and applicable national privacy legislation. For a full description of the processing, purposes, data subject rights and retention periods, the Operator refers to the separate Privacy Policy, available at [www.stockspots.nl/privacy].

11.2 By using the Platform, Users accept the Privacy Policy. The Operator is the data controller for the processing of personal data in the context of the Services.

11.3 Users who process personal data of other Users via the Platform (e.g. Providers keeping access registers) are themselves data controllers for those processing activities and must act in accordance with the GDPR.

Article 12 – Dispute Resolution

12.1 Disputes between Provider and Renter arising from or related to the Agreement are to be resolved directly between them. The Operator is not a party to such disputes and has no obligation to mediate.

12.2 If a User has a dispute with the Operator, the parties will first attempt to resolve it within thirty (30) calendar days of written notice.

12.3 If the parties are unable to resolve the dispute amicably, it will be submitted exclusively to the competent court in Rotterdam, unless mandatory law prescribes a different competent court.

12.4 Consumers (natural persons not acting in the exercise of a profession or business) may also submit a complaint via the European Commission's ODR platform (www.ec.europa.eu/odr).

Article 13 – Term and Termination

13.1 These Terms and Conditions apply for an indefinite period and govern all use of the Platform for as long as a User holds an active account.

13.2 A User may terminate their account at any time by giving written notice (or via the account settings). Termination does not affect obligations arising from ongoing Agreements with other Users.

13.3 The Operator is entitled to suspend or terminate a User's access to the Platform with immediate effect in the event of: (a) breach of these Terms and Conditions; (b) bankruptcy or moratorium of the User; (c) reasonable indications of fraud or misuse; (d) an order from a competent authority.

13.4 Upon termination, Articles 6, 7, 9, 11 and 12 remain in force to the extent relevant.

Article 14 – Force Majeure

14.1 The Operator is not liable for failures to perform its obligations to the extent that these are the result of force majeure. Force majeure means circumstances beyond the Operator's reasonable control, including but not limited to: power outages, cybercrime, DDoS attacks, government orders, pandemics, strikes or outages at suppliers and PSPs.

14.2 The Operator will notify Users as soon as possible of a force majeure situation and its expected duration.

14.3 If a force majeure situation continues for more than sixty (60) days, both parties are entitled to terminate the agreement with the Operator by written notice.

Article 15 – Amendment of Terms and Conditions

15.1 The Operator is entitled to amend these Terms and Conditions. Amendments will be communicated to Users at least thirty (30) calendar days before they take effect, via email or a prominent notice on the Platform.

15.2 If a User does not accept the amendments, they have the right to terminate their account free of charge before the amendments take effect. Continued use after the effective date constitutes acceptance of the amended Terms and Conditions.

Article 16 – Governing Law

16.1 These Terms and Conditions and all legal relationships between the Operator and Users are governed exclusively by Dutch law, excluding the Vienna Convention on the International Sale of Goods (CISG).

16.2 To the extent that mandatory consumer law of a consumer User's country of residence affords greater protection, those mandatory provisions prevail.

Article 17 – Miscellaneous

17.1 If any provision of these Terms and Conditions is wholly or partially void, voidable or unenforceable, this does not affect the validity of the remaining provisions. The parties will replace the invalid provision with a legally valid provision that comes as close as possible to the intention of the original provision.

17.2 Amendments or additions on an individual basis are only binding if agreed in writing and signed by an authorised representative of the Operator.

17.3 The Operator's failure to exercise any right does not constitute a waiver of that right.

17.4 These Terms and Conditions are available in English and Dutch. In the event of any conflict between a translation and the Dutch text, the Dutch text prevails.

17.5 The Operator is entitled to transfer rights and obligations under these Terms and Conditions to an affiliated company or a third party acquiring the business or the Platform, subject to thirty (30) calendar days' notice to Users.

Contact Details

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