

ICEmarket Web Site - Terms, Conditions, And Notices

Last revised on September 15th, 2018

Agreement between customer, supplier and ICEmarket / Jadranski skiperi d.o.o.

ICEmarket constitutes the website www.icemarket.hr and the affiliated application hosted at <https://app.icemarket.hr> owned by Jadranski skiperi d.o.o.

Consumers constitute fleet operator accounts.

Suppliers constitute shipyards and leasing providers.

The ICEmarket website is offered to customer and supplier, by Jadranski skiperi d.o.o., Gradna 86a, 10430 Samobor, Croatia, VAT ID HR04890438022, conditioned on your acceptance without modification of the terms, conditions and notices contained herein. Your use of this website constitutes your agreement to all such terms, conditions, and notices. If you do not agree with these terms and conditions, then you are not authorized to use this website or the related app.

Jadranski skiperi d.o.o. may at any time change these Terms of Use and your continued use of this ICEmarket website is conditioned upon acceptance of the updated Terms of Use.

Use of the website

In general terms the website is used for promotion of new yacht models by shipyards, B2B communication fleet operator-to-shipyard, all leading towards the sales of the product.

No sales or financial transactions of any kind take place between fleet operator and shipyard on this website. All sales are concluded directly via usual channels, outside of ICEmarket. Only the agreement on an upcoming purchase/sale is done on ICEmarket. These agreements on future financial transactions will be recorded as sales and if concluded, will be submitted to a lead commission charge. Sales agreements not concluded on the ICEmarket platform are not part of this contract and are not bound to commission charges.

As a condition of your use of this website, you warrant that:

- (i) you are at least 18 years of age
- (ii) you possess the legal authority to create a binding legal obligation
- (iii) you will use this website in accordance with these Terms of Use
- (iv) you will only use this website to make legitimate business inquiries, orders and offers for a company for which you are legally authorized to act
- (v) you will inform the responsible person at this company (CEO) about the terms that apply to the actions you have made on their behalf, including all supplier rules and restrictions applicable thereto
- (vi) all information supplied by you on this website is true, accurate, current and complete
- (vii) you will safeguard your account information and will supervise and be completely responsible for any use of your account by you and anyone other than you.

We retain the right at our sole discretion to deny access to anyone to this website and the services we offer, at any time and for any reason, including, but not limited to, for violation of these Terms of Use.

Prohibited activities

The content and information on this website (including, but not limited to, pricing of yachts, equipment and services), as well as the infrastructure used to provide such content and information, is proprietary to us or our providers. While you may make limited copies of your inquiries, orders and offers, you agree not to otherwise modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell or re-sell any information, software, products, or services obtained from or through this website. Additionally, you agree not to:

- (i) make any speculative, false, or fraudulent inquiries, orders or offers
- (ii) access, monitor or copy any content or information of this website using any robot, spider, scraper or other automated means or any manual process for any purpose without our express written permission
- (iii) violate the restrictions in any robot exclusion headers on this website or bypass or circumvent other measures employed to prevent or limit access to this website
- (iv) deep-link to any portion of this website for any purpose without our express written permission
- (v) "frame", "mirror" or otherwise incorporate any part of this website into any other website without our prior written authorization.

If your account shows signs of fraud, abuse or suspicious activity, ICEmarket / Jadranski skiperi d.o.o. may cancel any dealings associated with your account and close any associated ICEmarket / Jadranski skiperi d.o.o. accounts. If you have conducted any fraudulent activity, ICEmarket / Jadranski skiperi d.o.o. reserves the right to take any necessary legal action and you may be liable for monetary losses to ICEmarket / Jadranski skiperi d.o.o., including litigation costs and damages.

IMPORTANT: ICEmarket platform is a communication tool for Suppliers; proving an efficient marketing and communication channel directly to a targeted customer base. This implies the obligation of the Supplier to respond to all inquiries received. Repeated failure to reply to inquiries within a reasonable timeframe (3 business days) or actively and repeatedly re-directing communication to other channels can result in cancelation of the subscription.

Privacy Policy

ICEmarket supports protecting your privacy and aims to comply with industry standards. Please [click here](#) to review our current Privacy Policy, which also governs your use of the website and, as stated above, is incorporated by reference, to understand our practices. [Privacy Policy](#)

Liability disclaimer

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES PUBLISHED ON THIS WEB SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. IN PARTICULAR, THE ICEmarket / Jadranski skiperi d.o.o. COMPANY AND AFFILIATES DO NOT GUARANTEE THE ACCURACY OF AND DISCLAIM LIABILITY FOR INACCURACIES RELATING TO THE INFORMATION AND DESCRIPTION OF THE YACHTS, EQUIPMENT, PRICE SHEETS, DELIVERY DATES, FINANCING OPTIONS AND OTHER PRODUCTS DISPLAYED ON THIS WEBSITE, MUCH OF WHICH INFORMATION IS PROVIDED BY THE RESPECTIVE SUPPLIERS.

IMPORTANT: THESE TERMS AND CONDITIONS AND FOREGOING LIABILITY DISCLAIMER, DO NOT AFFECT MANDATORY LEGAL RIGHTS THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW (INCLUDING YOUR STATUTORY RIGHTS UNDER ANY APPLICABLE NATIONAL OR LOCAL LEGISLATION)

Indemnification

You agree to defend and indemnify ICEmarket / Jadranski skiperi d.o.o. and/or their respective suppliers and any of their officers, directors, employees and agents from and against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature including but not limited to reasonable legal and accounting fees, brought by third parties because of:

- (a) your breach of these website Terms, Conditions and Notices or the documents referenced herein
- (b) your violation of any law or the rights of a third party
- (c) your use of this website

No unlawful or prohibited use

As a condition of your use of this website, you warrant to ICEmarket / Jadranski skiperi d.o.o. that you will not use this Web site for any purpose that is unlawful or prohibited by these terms, conditions, and notices.

Links to third-party sites

This website may contain hyperlinks to websites operated by parties other than ICEmarket / Jadranski skiperi d.o.o. Such hyperlinks are provided for your reference only. ICEmarket / Jadranski skiperi d.o.o. does not control such websites and is not responsible for their contents or your use of them. ICEmarket / Jadranski skiperi d.o.o. inclusion of hyperlinks to such websites does not imply any endorsement of the material on such websites or any association with their operators.

Software available on this web site

Any software that is made available to download from this website or through your mobile application store, including ICEmarket mobile application is the copyrighted work of Jadranski skiperi d.o.o., and/or our respective suppliers. Your use of such software is governed by the terms of the end user license agreement, if any, which accompanies, or is included with, the software. You may not install or use any software that is accompanied by or includes a License Agreement unless you first agree to the License Agreement terms. For any software made available for download on this website not accompanied by a License Agreement, we hereby grant to you, the user, a limited, personal, non-exclusive, non-transferable license to download, install and use the Software and/or the Mobile Application for viewing and otherwise using this website and/or accessing the content and information available within the Mobile Application in accordance with these Terms of Use and for no other purpose.

WITHOUT LIMITING THE FOREGOING, COPYING OR REPRODUCTION OF THE SOFTWARE TO ANY OTHER SERVER OR LOCATION FOR FURTHER REPRODUCTION OR REDISTRIBUTION IS EXPRESSLY PROHIBITED. THE SOFTWARE IS WARRANTED, IF AT ALL, ONLY ACCORDING TO THE TERMS OF THE LICENSE AGREEMENT.

Bank and credit card fees

Some banks and credit cards impose fees for international transactions. If you are making a subscription payment, your bank may convert the payment amount to your local currency and charge you a conversion fee. This means the amount listed on your credit or bank card statement may be in your local currency and therefore a different figure than the figure shown on the billing summary. The currency exchange rate and foreign transaction fee is determined solely by your bank on the day that they process the transaction. If you have any questions about these fees or the exchange rate applied to your transaction, please contact your bank.

Modification of these terms and conditions

ICEmarket / Jadranski skiperi d.o.o. reserves the right to change the terms, conditions, and notices under which this website is offered.

This agreement is governed by the laws of Croatia. You hereby consent to the exclusive jurisdiction of the Croatian courts in all disputes arising out of or relating to the use of this website. Use of this website is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including, without limitation, this paragraph.

If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

This agreement constitutes the entire agreement between suppliers, customers and ICEmarket / Jadranski skiperi d.o.o. with respect to this website and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the customer, supplier and ICEmarket with respect to this website. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

General Terms and Conditions for Inquiries, Orders and Offers

The Services offered by ICEmarket can only be used by customers and suppliers who have first read these General Terms and Conditions and accepted them unconditionally by clicking on the appropriate box provided for the purpose. It is not possible to proceed with the website use without this acceptance. Customers undertake to fulfill the obligations contained within these terms and conditions.

The Customer's legal authority

The website helps the Customer to find products and acts as an interface in the communications with the Suppliers. The Customer must be at least 18 years old, be legally authorized to enter contractual obligations, have the requisite consent or authority to act for or on behalf of any persons included in a business negotiation and must use the website in accordance with these General Terms and Conditions and the website Terms of Use.

The Customer and Supplier are responsible for their activities on the website (financially or otherwise), including the possible use of their user name and password.

Any use of the website that is fraudulent or conflicts with these General Terms and Conditions shall be reason for refusing the Customer / Supplier access to the services offered by ICEmarket.

Confirming contracts between Customer and Supplier

An offer which includes but is not limited to the essential elements, such as the description of the product, price and delivery date will be sent to the Customer by Supplier, through ICEmarket protocol.

It is expressly agreed that the data stored in the information systems of ICEmarket shall constitute proof with respect to the deals made between the Customer and Supplier. Data stored in computers or electronic media are valid proof and shall therefore be acceptable under the same conditions and with the same evidential value as a physical written document.

In addition, any agreements between the Customer and Supplier that are not recorded on the ICEmarket protocol are not part of this contract.

Cancellation of agreements between Customer and Supplier

Cancellations can be made. All such requests will be dealt with on behalf of the Suppliers concerned. The Customer does not have an automatic right of cancellation unless such rights are provided by the individual Suppliers under their Rules and Restrictions / Contract (which are provided to the Customer prior to confirming an offer).

Limitation of Liability

ICEmarket does not limit its liability for (i) loss caused by its fraud or fraudulent misrepresentation or (ii) any other loss that may not be excluded or limited by applicable law. Otherwise ICEmarket shall be liable only for losses which arise directly: (a) from its breach of a legal duty of care; or (b) are a result of its breach of these General Terms and Conditions, and that liability is always limited to a sum equivalent to the cost of a yearly subscription of the Customer or Supplier (amount paid to Jadranski skiperi d.o.o. for use of ICEmarket website).

Pricing for Suppliers

The fee for the use of ICEmarket website will be as quoted on the website and official pricelist, except in cases of obvious error or when adjustments are made to fit special circumstances. Prices are liable to change at any time, but changes will not affect subscriptions already accepted.

ICEmarket retains the right to adjust both subscription pricing and sales commission according to special circumstances like low projected sales, high marketing value etc.

ICEmarket fees consist of a fixed and variable component; both can be altered because of negotiations with Customer or Supplier, respectively. The fixed fee applies to both Customer and Supplier, while the variable fee applies only to Suppliers.

Depending on the subscription package, additional services might be included or excluded. Fees may include complementary items like privileges on events like ICE, Charter Meetup, Mediterranean Corner etc. ICEmarket fees for Suppliers might exclude the Supplier Industry Data Package (IDP) as well as the Supplier Newsletter Service (NLS). The fees for customers might exclude the Booking Data Package (BDP), when it is not available.

Supplier package – for shipyards

- o includes a number of yacht model listings
- o yacht models are uploaded for a 12-month subscription
- o Industry Data Package (IDP) and Booking Data Package are included if available
- o Newsletter Service (NLS) is included; newsletters can be sent monthly to designated Customer groups (grouped per region, fleet size and yacht types) as per Supplier's preferences
- o yearly subscription fee includes mentioned uploads, services and customer support; the yearly subscription fee is charged 30 days after the launch, in full
- o every confirmed contract is charged a commission on the net amount stated in the contract
- o subscription can be cancelled within 30 days of launching, after this point no refunds will be granted for cancellations

Pricing for Customers

Customer's subscription grants access to all basic services which include access to Supplier's offer (yachts, option lists, pricing), the booking data report from MMK Systems, the yacht-compare-feature and use of the communication-channels provided by ICEmarket for establishing a business process with a Supplier. Live Customer support from ICEmarket staff is included, when available.

Any additional fees for ICEmarket services to Customers are determined and contracted separately and will be subject to prior notifications and agreements.

All Customers that have purchased any of the services offered by Jadranski skiperi d.o.o. can request a discounted subscription. Furthermore, ICEmarket reserves the right to offer the use of website and ICEmarket platform completely free of charge to existing Customers without informing them of this granted privilege.

Customer package – for fleet operators

- o includes a yearly subscription to the web-based platform
- o yearly subscription fee includes following features; browsing, comparing, chatting, sending inquiries, viewing booking data
- o the yearly subscription fee is charged in advance, in full
- o subscription can be cancelled but no refunds will be granted for cancellations

Subscribing to ICEmarket

Suppliers and Customers select and contract ICEmarket subscription packages either (i) individually through a direct contact with authorized personnel of Jadranski skiperi d.o.o. on behalf of ICEmarket or (ii) request them as a part of the annual ICE event exhibitor's contract through myICE registration portal (registration.internationalcharterexpo.com).

Customer Service and the handling of complaints

For ease of resolution Customers and Suppliers are encouraged to bring their complaints via email immediately after a flawed process or incorrect data is noticed.

ICEmarket Liability

The Customer accepts that where ICEmarket acts as an interface between the customer and the suppliers, ICEmarket will under no circumstances be held liable with respect to products the customer has contracted with one or more suppliers.

The information displayed on this website has been provided and controlled by the respective suppliers, and ICEmarket does not accept any liability for any inaccuracies. Customers must ensure that they verify all information given before signing a contract with a Supplier.

Yacht details, photographs, pricing, compatibility and delivery dates are solely the responsibility of the Supplier. Every yacht will be uploaded as draft and must be confirmed by Supplier. Every change to the data must be reported immediately to the ICEmarket staff. ICEmarket does not accept any liability for any inaccuracies.

Disclaimer

Except as expressly set out in these General Terms and Conditions, all the information contained in this website is provided without any warranty (either expressed or implied) or implied term of any kind, including but not limited to any implied warranties or implied terms of satisfactory quality, fitness for a purpose or non-infringement. All such implied terms and warranties are excluded. By accessing this website, the Customer and Supplier agree that ICEmarket will not be liable for any direct, indirect or consequential loss arising from the use of the website, any delay or inability to use the website, or from the Customer's use of links from the website. The exclusions and limitations contained in this clause apply only to the extent permitted by law.

Final Provisions

If ICEmarket does not invoke one of the provisions of the General Terms and Conditions at any one moment, this must not be interpreted as a cession of the right to invoke it later.

If any provision of these General Terms and Conditions (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part provision shall, to the extent required, be deemed not to form part of this agreement with the customer or supplier and the validity and enforceability of the other provisions shall not be affected.

ICEmarket will aim to resolve all issues in the interest of all contracted parties; if this should not be possible, Croatian courts in Zagreb have jurisdiction.

These revised General Terms and Conditions come into force on September 15th, 2018.

Jadranski skiperi d.o.o.