

1. Definition

1.1. In these Terms of Use, the following terms, always capitalised and used in both singular and plural, shall have the following meanings:

- 1.1.1. Account the Ecolands Account and/or the Ecommit Account.
- 1.1.2. Bought Credits tokens that can be bought through the Ecolands Platform via the Credit Purchase Agreement and can be used on the Ecolands Platform to buy Domains via the Primary Purchase Agreement and Secondary Purchase Agreement and which tokens cannot be sold to Ecolands;
- 1.1.3. Certificate the certificates specified in the purchase agreement for CO2 compensation packages
- 1.1.4. Credit the Bought Credits and/or Earned Credits;
- 1.1.5. Credit Purchase Agreement The purchase agreement for the purchase of Bought Credits from Ecolands, which may have been or can be concluded between the User and Ecolands via the Ecolands Platform;
- 1.1.6. Credit Sales Agreement the agreement for the sale of Earned Credits by the User to Ecolands, which may have been or can be concluded between the User and Ecolands via the Ecolands Platform;
- 1.1.7. Service the provision of the Ecolands Platform and the Ecommit Website;
- 1.1.8. Domains the digital content, specifically a digital piece of land on the Ecolands Platform, as described further on the Website, which can be purchased with Credits and sold through the Marketplace;
- 1.1.9. Earned Credits Tokens earned through the Ecolands Platform by having a Certificate placed on the User's Domains or by the User selling a Domain through the Marketplace, and which tokens can be used on the Ecolands Platform to purchase Domains through the Primary Purchase Agreement, Secondary Purchase Agreement, or sell to Ecolands through a Credit Sales Agreement;
- 1.1.10. EcoGroup Eco Group B.V., the parent company of Ecolands and Ecommit, as further described in Article 3 of these Terms of Use;
- 1.1.11. Ecolands ecolands B.V., subsidiary of EcoGroup and Ecommit, as further described in Article 3 of these Terms of Use;
- 1.1.12. Ecolands Account The User's profile which can be registered with Ecolands and which allows access to and use of the Ecolands Platform;
- 1.1.13. Ecolands Platform the platform made available to the User by Ecolands on the Ecolands Website, which includes Domains with which various (legal) actions, such as buying and selling,

	can be carried out, as further described on the Ecolands Website;
1.1.14. Ecolands Website	the web pages accessible via the url ecolands.io, and all web pages of Ecolands under it;
1.1.15. Ecommit	ecommit B.V., subsidiary of EcoGroup and parent company of Ecolands, as further defined in Article 3 of these Terms of Use;
1.1.16. Ecommit Account	the User's profile which the User may register with Ecommit and which allows access to and use of the Ecommit Website;
1.1.17. Ecommit Website	the web pages accessible via the url ecommit.io, and all web pages of Ecommit under it;
1.1.18. User	the User of the Service;
1.1.19. User Agreement	the agreement for the use of the Service, to which these Terms of Use apply;
1.1.20. Terms of Use	this set of general conditions;
1.1.21. Intellectual Property Rights	all intellectual property rights and related rights, anywhere in the world and both registered and unregistered, including but not limited to copyrights, trade secrets, database rights, domain names, trade name rights, trademark rights, design rights, neighbouring rights, and patent rights; the purchase agreement for the purchase of Certificates, which may have been or may be concluded between the User and Ecommit through the Ecommit Website;
1.1.22. CO2 Compensation Packages for Purchase Agreements	the purchase agreement for the purchase of Certificates, which may be or have been concluded between the User and Ecommit via the Ecommit Website;
1.1.23. Marketplace	the trading platform made available by Ecolands through the Ecolands Platform to Users to buy and sell Domains from each other through a Secondary Purchase Agreement;
1.1.24. Agreements	the Credit Purchase Agreement, Credit Sales Agreement, User Agreement, CO2 compensation package purchase agreement, Primary Purchase Agreement and/or Secondary Purchase Agreement;
1.1.25. Party	the User, EcoGroup, Ecolands and/or Ecommit;
1.1.26. Primary Purchase Agreement	The purchase agreement for the initial purchase of Domains, which may have been or can be concluded between the User and Ecolands via the Ecolands Platform;
1.1.27. Privacy Statement	the joint and unified privacy statement of EcoGroup, Ecolands and Ecommit, as made available on the Ecolands Website (URL) and the Ecommit Website (URL);

- | | |
|--------------------------------------|--------------------------------------------------------------------------------------------------------------------------|
| 1.1.28. Secondary Purchase Agreement | an agreement for the (re)purchase of Domains, which may have been or can be concluded between Users via the Marketplace; |
| 1.1.29. Voucher | The voucher worth one (1) Bought Credit. |
| 1.1.30. Websites | the Ecolands Website and the Ecommit Website jointly. |

2. Applicability

- 2.1. These Terms of Use apply to the User's use of the Service.
- 2.2. The Terms of Use apply to the Agreements between the User and EcoGroup and/or Ecolands and/or Ecommit and to the Secondary Purchase Agreement between Users. EcoGroup and/or Ecolands and/or Ecommit are not parties to the Secondary Purchase Agreement.
- 2.3. Any conditions of the User, such as general conditions, do not apply and are expressly rejected.
- 2.4. In the event of a contradiction between the Agreements themselves and/or these Terms of Use, the following order of precedence shall apply (unless expressly provided otherwise), with the previously mentioned document taking precedence over the subsequently mentioned document:
 - 2.4.1. the Terms of Use;
 - 2.4.2. the Primary Purchase Agreement;
 - 2.4.3. the Credit Purchase Agreement;
 - 2.4.4. the Credit Sales Agreement;
 - 2.4.5. Secondary Purchase Agreement;
 - 2.4.6. the User Agreement.
- 2.5. The User Agreement is established by the offer of the User Agreement by Ecommit or Ecolands to the User, and its acceptance by the User by: (a) clicking "Sign up" on the Ecolands Website; (b) clicking "Order and Pay" on the Ecommit Website; (c) signing the User Agreement; or (d) tacit acceptance.
- 2.6. The Credit Purchase Agreement is established by the offer of the Credit Purchase Agreement by Ecolands to the User, and its acceptance by the User by: (1) clicking on "Proceed"; and (2) clicking on "Pay" hereinafter.
- 2.7. The Credit Sales Agreement is created by the offer of the Credit Sales Agreement by Ecolands to the User, and its acceptance by the User by: (1) clicking on "Proceed" on the Ecolands Website; and (2) then clicking on "Proceed".
- 2.8. The Primary Purchase Agreement is established by the offer of the Primary Purchase Agreement by Ecolands to the User, and its acceptance by the User by clicking on "Order and Pay" on the Ecolands Website.
- 2.9. The Secondary Purchase Agreement is established by the offer of the Secondary Purchase Agreement by one User to the other User, and its acceptance by the other User by clicking on "Order and Pay" on the Ecolands Website.
- 2.10. The CO2 Compensation Packages Purchase Agreement is established by the offer of the CO2 Compensation Packages Purchase Agreement by Ecommit to the User, and its acceptance by the User by: (a) clicking "Order and Pay" on the Ecommit Website; (b) signing the CO2 Compensation Packages Purchase Agreement; or (c) tacit acceptance.
- 2.11. EcoGroup, Ecolands and Ecommit reserve the right to amend the Terms of Use and/or the Agreements at any time. The most recent version of the relevant Agreements shall always apply (if agreed) and can be found (with the exception of the Secondary Purchase Agreement) on the Ecolands Platform and on the Websites. If EcoGroup, Ecolands and Ecommit amend the Terms of Use, the User will be informed accordingly. If, after the amended Terms of Use take effect, the User continues to use the Service, the User is deemed to be bound by the amended Terms of Use. If the User does not wish to agree to an amended version of the Terms of Use, the User must terminate the User Agreement before the amended Terms of Use take effect.
- 2.12. The User agrees that the User Agreement qualifies as an agreement to provide a service.
- 2.13. The User agrees that EcoGroup and/or Ecolands and/or Ecommit will immediately start full delivery of the Service after entering into the User Agreement.

2.14. If the User is a consumer, except as otherwise provided in these Terms of Use or the Agreements, it waives its right of revocation (right of withdrawal) when entering into the Terms of Use or the Agreements.

3. Company Information

3.1. For questions, complaints or other matters, the User can contact EcoGroup, Ecolands or Ecommit's customer service via the following details:

EcoGroup B.V.
Van de Spiegelstraat 2
4461 LL Goes, Nederland

Contact details (for complaints):

Mail address:	support@the-ecogroup.io
Phone number:	085 - 060 41 77
CoC-number:	86189719
VAT identification number:	NL863890039B01

ecommit B.V.
Van de Spiegelstraat 2
4461 LL Goes, Nederland

Contact details (for complaints):

Mail address:	info@ecommit.nl
Phone number:	085 - 060 41 77
CoC-number:	86193929
VAT identification number:	NL863891366B01

ecolands B.V.
Van de Spiegelstraat 2
4461 LL Goes, Nederland

Contact details (for complaints):

Mail address:	support@ecolands.io
Phone number :	085 - 060 41 77
CoC-number:	86689622
VAT identification number:	NL864050562B01

4. User

- 4.1. The User represents and warrants that he/she is legally competent, at least 18 years old, or at least of legal age of majority in the jurisdiction where the User resides, and authorised to use the Service.
- 4.2. The User declares to use the Service only personally and that the User is solely responsible for compliance with the Terms of Use.
- 4.3. The User may not misuse the Service. This means, inter alia, that the User guarantees that it:
 - 4.3.1. does not commit or encourage any criminal offence;
 - 4.3.2. does not transmit or distribute any virus, trojan, worm, logic bomb or other material that is malicious, technologically harmful, in breach of confidence or in any way offensive or obscene;
 - 4.3.3. does not hack any aspect of the Websites, Service, the Ecolands Platform, Ecolands Account, Ecommit Account or other Users, damage data, or cause annoyance to other Users;
 - 4.3.4. does not infringe any Intellectual Property Rights;
 - 4.3.5. does not send unsolicited advertising or promotional material;

- 4.3.6. does not attempt to affect the performance or functionality of any computer facility of or accessible through the Service;
- 4.3.7. does not use an emulator or similar software, third-party or otherwise, to cheat in collecting benefits or to gain an advantage;
- 4.3.8. does not make any false, inaccurate, misleading or deceptive statements;
- 4.3.9. does not engage in fraudulent conduct or misuse or attempt to misuse the Service;
- 4.3.10. not disseminate content that violates any law;
- 4.3.11. does not infringe any privacy rights;
- 4.3.12. does not violate any applicable state, federal or international laws or regulations;
- 4.3.13. is not guilty of defamatory or libelous behaviour towards another person;
- 4.3.14. does not threaten or harass any other person;
- 4.3.15. does not publish or participate in obscene material;
- 4.3.16. does not publish or cause to be published any malicious code, script or data that may damage, disrupt or alter the Service; and
- 4.3.17. does not engage in conduct deemed contrary to the spirit of the Service.
- 4.4. If the User violates Article 4.3, Ecolands and/or Ecommit is entitled to take the measures it deems advisable, including but not limited to suspending and/or terminating access to the Ecolands Account, Ecommit Account and/or the Service, limiting, preventing and/or remedying the (consequences of the) violation, and/or any other measures pursuant to these Terms of Use and/or the law.
- 4.5. Ecolands and/or Ecommit shall not be liable for any loss of Domains or assets suffered as a result of measures taken for breach of the aforementioned provision, such as the suspension or termination of access to the Service.

5. Account

- 5.1. In order to use the Service, the User must register an Account. To register an Account, the User must use a valid e-mail address and the correct personal information. The User declares and guarantees that the information provided is correct and complete and that it will be kept up-to-date, correct and complete during the use of the Service.
- 5.2. The User's Account is strictly personal. The User may not forward the Account or allow it to be used by anyone else, except with Ecolands and/or Ecommit's express permission.
- 5.3. The User is responsible for the security of the Account, including but not limited to keeping (the combination of) access keys username and password secret.
- 5.4. The User is fully responsible and liable for all actions performed through the Account.
- 5.5. The User must contact Ecolands and/or Ecommit immediately when it suspects and/or detects unauthorised use of its Account. In such a case, Ecolands and/or Ecommit may close the Account (temporarily or otherwise) or take other measures.
- 5.6. Ecolands and/or Ecommit reserves the right at any time to close the User's Account, suspend access to it, and/or disclose personal information to interested parties, if the User does not comply with the Agreements.

6. Use of the Service

- 6.1. The Service is exclusively intended for use as described on the Websites. It is expressly prohibited to use the Service for other purposes and/or to use the Service (otherwise) in violation of applicable laws and regulations.
- 6.2. The Service is offered to the User for personal, non-commercial use only.
- 6.3. Ecolands and Ecommit will make every effort to enable the User to use the Service.
- 6.4. The User and visitor of the Websites accept that the Websites and the Service contain only the functionalities and other features as they find them on the Websites and/or the Service at the time of use ("as is"). Ecolands and Ecommit expressly exclude express and implied warranties, undertakings and/or indemnities of any kind, including but not limited to warranties, undertakings and/or indemnities regarding the quality, security, legality, integrity and accuracy of the Websites and/or the Service, unless otherwise provided in these Terms of Use. More specifically, Ecolands and Ecommit do not guarantee that the Service can be used by User at all times and without errors, defects or failures.

- 6.5. The Service is still under development and may undergo significant changes over time. Ecolands and Ecommit may make changes to such features and specifications, all of which may mean that the Service no longer meets the User's initial expectations. The User declares to be aware of this and agrees to it.
- 6.6. Ecolands and Ecommit do not guarantee that Domains, Credits or Certificates will have any particular value or any monetary value at all.
- 6.7. Ecolands and Ecommit are at all times entitled (but not always obliged) to restrict, modify, adapt, (temporarily) take the Websites and/or Service out of use, restrict its use, and/or terminate it, without being or becoming liable for damages or liability in any way to the User and visitors to the Websites, without prior notice. If the User and visitor to the Websites do not agree with the adjustments and/or changes made, their only option is to stop using the Websites and/or Service.
- 6.8. Ecolands and Ecommit may reverse benefits granted to the User, or at least cause a corrective transaction to take place, if Ecolands and/or Ecommit reasonably believe that the circumstances warrant this, for example if Domains, Credits or Certificates have been accidentally granted to the User or if the User has accumulated them through misuse of the Service or in a manner that is fraudulent, unlawful, unfair or otherwise unacceptable.

7. Ecolands Platform & Ecommit Website

- 7.1. The User acknowledges and accepts that Ecolands makes efforts solely to provide an Ecolands Platform, which the User and other users can use and, inter alia, allowing the buying and selling of Domains based on supply and demand, purchasing Bought Credits, and earning and selling Earned Credits. Certificates can be purchased by the User on the Ecommit Website.
- 7.2. Ecolands and/or Ecommit has no knowledge of and/or involvement in the actions or information carried out or made available by Users via the Ecolands Platform and/or the Ecommit Website. If another User or a third party reports to Ecolands and/or Ecommit unlawful actions or information through use of the Service, and makes this plausible, Ecolands and/or Ecommit will restrict, remove or otherwise make inaccessible the actions or information concerned according to the notice-and-takedown principle known in the industry. The User acknowledges and accepts that Ecolands and/or Ecommit shall not be liable for restricting, removing or otherwise rendering inaccessible the relevant actions or information.
- 7.3. Ecolands and/or Ecommit is not responsible for any decision whatsoever made by Users through the Service. Accordingly, Ecolands and/or Ecommit offers no guarantees on results, expressly including any gains or losses on the purchase and/or sale of Domains, Credits or Certificates.
- 7.4. Ecolands and/or Ecommit is explicitly not involved in the contact made between Users as a result of the Service nor in any agreements and/or contracts, including Secondary Purchase Agreements, resulting from this contact.
- 7.5. Ecolands and/or Ecommit is not a party to any agreement between Users and/or third parties, expressly including Secondary Purchase Agreements, unless otherwise agreed.
- 7.6. The User is fully responsible and liable for all actions he/she performs using the Service. The User indemnifies Ecolands and/or Ecommit from any claim arising from its actions using the Service.
- 7.7. The Ecolands Platform may contain links to other platforms, services, or websites not operated by Ecolands. Ecolands has no control or authority over them, does not provide any warranties or representations regarding them, and assumes no responsibility for them or for any loss or damage that may arise from their use. It is possible that the use of these third-party platforms, services, or websites may be subject to terms of use or service provisions of the respective third party, in which Ecolands is not a party.
- 7.8. The Ecolands Platform may fail to secure the critical involvement and cooperation of key participants. Ecolands and/or the Service may face competition from other entities that have more capital or resources and offer a wider range of products and services that may outperform the Ecolands Platform. Ecolands and/or the Ecolands Platform may be subject to actions by private parties regarding Intellectual Property Rights and other contractual matters.

(International) laws, regulations and/or rules applicable to technology industries may affect or limit the design, implementation and operation of the Ecolands Platform.

- 7.9. Ecolands and/or Ecommit may refuse, freeze or hold transactions in certain circumstances and for certain reasons, for example where fraud is suspected, in order to comply with anti-money laundering regulations or economic or trade sanctions, in accordance with Ecolands and/or Ecommit's internal risk controls or due to possible violation of Ecolands and/or Ecommit's policy or that of a third-party payment service provider.

8. Price

- 8.1. Use of the Service is in principle free of charge, without prejudice to the provisions of this article.
- 8.2. The responsibility and risk for the use of the (appropriate) resources necessary for the use of the Service, such as a computer, internet connection, electricity, and their security, etc., lie with the User.
- 8.3. Domains, Bought Credits and Certificates are not free of charge. Domains can be purchased with Credits through Primary Purchase Agreements and/or Secondary Purchase Agreements, subject to offers. Bought Credits can be purchased through the Credit Purchase Agreement. Certificates can be purchased through the CO2 compensation packages Purchase Agreement, subject to offer.
- 8.4. The applicable standard currency of Ecolands and Ecommit is the euro (€). It is possible to convert prices in euros (€) to dollars (\$) at the exchange rate in effect at the time of payment.
- 8.5. The present value of one (1) Credit is equal to €1.

9. Earned Credits

- 9.1. A User can earn Earned Credits when a Certificate is placed on the User's Domain and/or when the User owns at least one of the eighteen Domains that surround the Domain where a Certificate is placed. Ecolands pays out 10% of the total purchase price of the Certificate (excluding VAT) in euros, evenly distributed over the duration of the Certificate and per domain per day, to the User(s) who own the nineteen (19) Domains where the Certificate is placed or surrounds.
- 9.2. After the expiry of each month, the number of Earned Credits in accordance with article 9.1 will be credited to the User's Ecolands Account.
- 9.3. Earned Credits have a validity period of five (5) years from the time of acquisition and are non-transferable.
- 9.4. The User's Earned Credits that expire first will be used first for a payout or for the purchase of Domains.
- 9.5. Ecolands applies a minimum of one (1) Earned Credit for a payout. Ecolands charges a €0.50 transaction fee to the User for a payout of Earned Credits. The transaction fee will be deducted by Ecolands from the total amount of Earned Credits to be paid out to the User.
- 9.6. Earned Credits payments will be made within three (3) business days. Ecolands shall not be liable for delays or failure to meet this obligation if the delay or failure arises from circumstances beyond the reasonable control of Ecolands or third parties.

10. Invite-a-Friend Programme

- 10.1. Each Ecolands Account of an existing User is linked to a unique referral code, which can be entered by another new User when creating an Ecolands Account.
- 10.2. If a new User has entered a referral code of an existing User when creating their Ecolands Account, such new User will be credited with a 10% discount on the total amount when making their first purchase of Bought Credits. The existing User, after the new User makes an initial purchase for Bought Credits, will be credited 10% of the total amount of Bought Credits on the Ecolands Account whose referral code was entered.
- 10.3. The referral code can only be entered at the time a new User creates an Ecolands Account and is valid only for the first purchase for Bought Credits by the new User.
- 10.4. Ecolands reserves the right to terminate the use of the Invite-a-friend programme by the User with immediate effect if the User commits fraud or misuses the Invite-a-friend programme.

- 10.5. Ecolands reserves the right to suspend, terminate or modify the Invite-a-friend programme at any time and for any reason.

11. Voucher

- 11.1. The User obtains a Voucher worth one (1) Bought Credit by completing the form as made available on the Ecolands Website and exchanging ten (10) ecoCREDIT tokens.
- 11.2. If the User uses a Voucher when purchasing one (1) Bought Credit, the User will have one (1) Bought Credit credited to his/her Ecolands Account.
- 11.3. A Voucher can be used once and is valid for a maximum of two (2) years from the issue date.
- 11.4. If the User is a consumer, when redeeming the ecoCREDIT tokens for a Voucher, it waives its right of revocation (right of withdrawal).
- 11.5. Ecolands reserves the right to terminate use of Vouchers by the User with immediate effect if the User:
 - 11.5.1. commits fraud or misuses the Vouchers;
 - 11.5.2. undertakes actions with the Vouchers for commercial purposes, including but not limited to resale of the Vouchers;
 - 11.5.3. causes damage to Ecolands;
 - 11.5.4. provides incomplete or incorrect information to Ecolands when redeeming ecoCREDITS tokens for a Voucher.

12. Intellectual Property Rights

- 12.1. All Intellectual Property Rights to all works developed or made available within the framework of the Service, explicitly including the Service, the Ecolands Platform, the Domains and the Website, and all related materials, computer software, graphical user interfaces, (source and object) codes, designs, documentation, analyses, protocols, advice, reports, offers, and configuration files on which Intellectual Property Rights may rest, and the preparatory material of these materials, rest with Ecolands and/or Ecommit and/or its licensor(s).
- 12.2. The User will only be granted the user rights and powers expressly granted under the Agreements or the law.
- 12.3. The licence to use the Service granted to the User under the User Agreement hereby is non-exclusive, non-sublicensable, non-transferable, limited for the duration of the User Agreement and restricted to use in connection with the Service.
- 12.4. The licence to use a Domain granted to the User under the Primary Purchase Agreement upon entering into it is exclusive, non-sublicensable, transferable, limited for the duration of its Use Agreement with Ecolands and is limited to use in connection with the Service.
- 12.5. The licence to use a Domain is only transferable to another User via a Secondary Purchase Agreement and is limited for the duration of its User Agreement with Ecolands and is restricted to use in connection with the Service. If the first User enters into a Secondary Purchase Agreement with the second User, the license of the first User transfers to the second User, and the second User is exclusively entitled to the license referred to here, while the first User is no longer entitled to it. These Terms of Use are an inseparable part of the licence in question and therefore also apply to the Secondary Purchase Agreement.
- 12.6. EcoGroup and/or Ecolands and/or Ecommit and/or its suppliers reserve all rights, claims and interests not granted to the User in the Agreements or by law.
- 12.7. The User is expressly not allowed to download, copy, modify, reverse engineer, disclose, use for direct or indirect commercial purposes or use for any other purpose than the purposes specified in the Agreements, any information made accessible in the context of providing the Service, unless mandatory applicable law allows such use.
- 12.8. The User shall not remove or alter (or cause to be removed or altered) any indication(s) regarding the confidential nature or any Intellectual Property Right on any work.
- 12.9. EcoGroup and/or Ecolands and/or Ecommit is entitled to take technical measures (visible or otherwise) to protect materials or other works. The User is not permitted to circumvent or remove these security measures.
- 12.10. The User who has entered into a Purchase Agreement CO2 compensation packages with Ecommit gives Ecommit permission to use its (trade and/or brand) name and logo in the

context of promotional activities, including listing on the Websites and on the Ecolands Platform.

13. Privacy

- 13.1. The processing of personal data by EcoGroup and/or Ecolands and/or Ecommit is subject to the joint and unified Privacy Statement as made available on the Ecolands Website ([URL](#)) and the Ecommit Website ([URL](#)).

14. Indemnity

- 14.1. To the maximum extent permitted under applicable law, and unless mandatory applicable law provides otherwise, the User shall be liable for and indemnify EcoGroup, Ecolands, Ecommit and affiliates, as well as its management and executive staff, from any and all liability, loss, damage costs or claims of third parties (including, but not limited to, legal fees on an indemnity basis), regardless of cause, in connection with the use of the Service and any breach of these Terms of Use and/or any other contractual provision in force between the User and EcoGroup and/or Ecolands and/or Ecommit.

15. Liability

- 15.1. The liability of Ecolands and/or Ecommit for attributable failure to comply with these Terms of Use and/or the Agreements or any wrongful act is excluded to the extent permitted by mandatory law.
- 15.2. If Ecolands and/or Ecommit is liable to the User for damage, the liability of Ecolands and/or Ecommit is limited to compensation of direct damage up to a maximum of the amount of the purchase price (excluding VAT, if applicable) stipulated for (the part of) the Agreement(s) to which the liability relates. Under no circumstances shall the total liability of Ecolands and/or Ecommit for direct damage, on any legal basis whatsoever, exceed EUR 1,000 (one thousand euros).
- 15.3. Direct damage means exclusively:
 - 15.3.1. material damage to property;
 - 15.3.2. reasonable costs incurred to prevent or limit direct damage that could be expected as a result of the event on which the liability is based; and
 - 15.3.3. reasonable costs incurred to determine the cause of the damage.
- 15.4. Liability of Ecolands and/or Ecommit for indirect damage is excluded. Indirect damage means all damage not explicitly qualified as direct damage in the previous paragraph, including but not limited to consequential damage, loss of profit, missed savings, reduced goodwill, damage due to business stagnation, damage caused by materials or software of third parties and damage due to mutilation, destruction or loss of data and/or documents.
- 15.5. The limitations of liability mentioned in these Terms of Use do not apply if and insofar as the damage is the result of intent or gross negligence of Ecolands and/or Ecommit or its management.
- 15.6. Unless fulfilment of the relevant Agreement(s) by Ecolands and/or Ecommit is permanently impossible, Ecolands and/or Ecommit shall only be liable for attributable failure to fulfil its obligations under the relevant Agreement(s) if the User immediately gives Ecolands and/or Ecommit notice of default, whereby a reasonable period is given to rectify the failure, and Ecolands and/or Ecommit has also after that period attributable failed to fulfil its obligations under the relevant Agreement(s). The notice of default must contain a full and detailed description of the shortcomings so that Ecolands and/or Ecommit are given the opportunity to respond adequately.
- 15.7. A prerequisite for the User to have any right to compensation is that the User reports the damage to Ecolands and/or Ecommit in writing as soon as possible, but no later than thirty (30) days after the damage has occurred. Any claim for damages against Ecolands and/or Ecommit lapses by the mere expiry of three (3) months after the occurrence of the claim, unless the User has filed a legal claim for damages before the expiry of that period. This does not affect the User's obligation to complain.

- 15.8. The User shall indemnify Ecolands and/or Ecommit for all third party claims and consequential damages resulting from a failure of the User to comply with the Agreements.

16. Force Majeure

- 16.1. A Party cannot be held to fulfil any obligation in the event of force majeure.
- 16.2. Force majeure occurs when a Party is hindered in the fulfilment of its obligation(s) due to a circumstance that cannot be attributed to its fault, nor is it for its account by virtue of the law, a legal act or generally accepted practice.
- 16.3. Force majeure on the part of EcoGroup and/or Ecolands and/or Ecommit includes, in addition to what is understood in this respect by law and case law, illness of employees and/or absence of employees who are crucial to the provision of the Service, interruptions in the supply of electricity, strikes, riots, fire, natural disasters, floods, failures of EcoGroup and/or Ecolands and/or Ecommit's suppliers, failures of third parties engaged by EcoGroup and/or Ecolands and/or Ecommit, Internet connection failures, hardware failures, failures in (telecommunications) networks, epidemics, pandemics, government measures and all other external causes beyond the control of EcoGroup and/or Ecolands and/or Ecommit.
- 16.4. The Party that has invoked force majeure is obliged to endeavour to ensure that the force majeure situation is of the shortest possible duration.
- 16.5. If a force majeure situation lasts longer than thirty (30) days, or as soon as it is established that the force majeure situation will last longer than three (3) months, the User and EcoGroup and/or Ecoland and/or Ecommit are entitled to dissolve the Agreements in writing and in part (insofar as it affects the force majeure situation). What has already been performed under the relevant Agreement(s) will be settled proportionately, with the User and EcoGroup and/or Ecolands and/or Ecommit owing each other nothing else. This has no effect on the other provisions of these Terms of Use.

17. Duration and Termination

- 17.1. The User Agreement is entered into for an indefinite period and may be terminated by either Party at any time without any obligation to pay damages to the other Party. The Credit Purchase Agreement, the Primary Purchase Agreement and the Secondary Purchase Agreement shall be terminated by completion, subject to Article 17.7. The CO2 Compensation Packages Purchase Agreement is entered into for the term specified therein and upon the termination conditions set forth therein.
- 17.2. Each Party shall be entitled to terminate the Agreements as a result of an attributable failure in the performance thereof by the other Party, if the other Party continues to fail imputably in the performance of the relevant Agreement even after proper notice of default and the expiry of the reasonable periods given therein. If there is sufficient connection between the Agreements concluded, the aforementioned shall apply to all such concluded Agreements. The notice of default must contain as complete and detailed a description of the failure as possible, so that the other Party is given the opportunity to respond adequately.
- 17.3. If, at the time of the termination, (part of) the Service has already been delivered to the User by Ecolands and/or Ecommit, this Service and the related obligation(s) are not subject to the undoing obligations as a result of the termination.
- 17.4. Ecolands and/or Ecommit shall, due to termination of the Agreements in whatever manner and for whatever reason, never be liable for compensation or any refund of fees already received.
- 17.5. Unless explicitly agreed otherwise, the User cannot terminate third-party services, such as (software) licences, which are required for the Service separately from the Agreements. If the User nevertheless does so, the User may no longer be able to (fully) use the Service.
- 17.6. Upon termination of the Agreements in any manner and for any reason: (i) all rights of the User under the relevant Agreement(s) will be terminated immediately; and (ii) the User will not be entitled to a refund of any amount paid.
- 17.7. All provisions intended to continue to exist after the termination of the Terms of Use and/or Agreements in any manner shall survive their termination. These provisions include, but are not limited to, the provisions concerning the exclusions and limitations of liability of EcoGroup,

Ecolands, and Ecommit, those regarding Intellectual Property Rights, those concerning applicable law, dispute resolution, and this provision.

18. Governing Law

- 18.1. These Terms of Use and the Agreements shall be governed by and construed in accordance with Dutch law, unless mandatory law provides otherwise, Dutch law shall apply. The Vienna Sales Convention is not applicable.

19. Disputes

- 19.1. The User and EcoGroup and/or Ecolands and/or Ecommit shall work together in good faith to resolve any dispute. If the User and EcoGroup and/or Ecolands and/or Ecommit are unable to resolve a dispute within ninety (90) days of the other Party receiving written notice of such dispute, such dispute shall be definitively settled by arbitration as defined in Articles 19.2 and 19.3 below.
- 19.2. Any dispute shall be referred to and definitively resolved by arbitration under the rules of the SGOA in force at the time of arbitration. The number of arbitrators shall be one (1) chosen by EcoGroup and/or Ecolands and/or Ecommit. The seat, or legal place, of arbitration shall be The Hague. The language of the arbitration proceedings shall be Dutch. All documents to be submitted will be in Dutch.
- 19.3. If the User is a consumer, or if injunctive or conservatory relief is required, the User may bring legal proceedings before the competent court. The competent court is the District Court of Amsterdam in the Netherlands, unless mandatory law provides otherwise.

20. Marketplace

- 20.1. Ecolands provides on the Ecolands Platform a trading place where Users can offer, buy and sell Domains.
- 20.2. Ecolands does not own the Domains offered or sold through the Marketplace, and it is not involved in actual User transactions. The Secondary Purchase Agreement is a direct agreement between the User who is buying and the User who is selling. Ecolands is not an auctioneer in the traditional sense.
- 20.3. Ecolands has no control over the offers made by Users. Ecolands has no control over, and makes no guarantees about, the quality, security, or legality of the Domains offered, the accuracy of the Domains, offers or feedback from Users, the ability of selling Users to sell Domains; the ability of buying Users to pay for Domains with Credits; or that a User actually completes a transaction or transfers or returns a Domain.
- 20.4. Transactions through the Marketplace are conducted using Credits.
- 20.5. The User authorises Ecolands to debit or credit Credits for the transactions performed. Ecolands has the right to charge a fee to facilitate the transaction. Ecolands will notify you of these charges. If for any reason, Credits, payments, or amounts owed to Ecolands cannot be transferred, the User is still obligated to pay Ecolands all unpaid amounts, and Ecolands reserves the right to seek reimbursement through other means, including reimbursement of additional costs incurred in doing so.
- 20.6. When the User uses the Marketplace, the following (in addition to the other provisions of these Terms of Use) is not permitted:
 - 20.6.1. using the Marketplace if you are not permitted to enter into legally binding contracts (for example, if you are under 18 years of age) or if you have been suspended temporarily or indefinitely and are not permitted to use the Service;
 - 20.6.2. not paying for Domains you have purchased;
 - 20.6.3. failing to deliver Domains you have sold;
 - 20.6.4. manipulating the price of a Domain or obstructing offers from other Users;
 - 20.6.5. circumventing technical measures taken by Ecolands to offer its Marketplace.
- 20.7. When offering a Domain, the User agrees that:
 - 20.7.1. he is responsible for the accuracy, legality and content of the Domain offered and he agrees to offer the Domain;

- 20.7.2. he enters into a legally binding agreement to sell the Domain when he undertakes to offer the Domain and this offer is accepted;
- 20.7.3. he undertakes to offer the Domain at a price at least 1.5 times higher than that at which the User purchased that Domain;
- 20.7.4. Domains in breach of these Terms of Use and/or Agreements at Ecolands' discretion may be removed, modified or hidden;
- 20.7.5. Ecolands may revise details in the listing to supplement, remove or correct information;
- 20.7.6. offers through the Marketplace are visible on all media that (may) display the Service, such as the Site and applications for mobile phones and other devices, unless explicitly agreed otherwise.
- 20.8. When purchasing a Domain, the User agrees that:
 - 20.8.1. it is his responsibility to read the full offer before making a bid or commitment to buy an item;
 - 20.8.2. he enters into a legally binding agreement to purchase a Domain when he undertakes to purchase a Domain or when his bid is accepted.
- 20.9. Users are responsible for complying with all applicable laws and regulations regarding international sales, purchases and the shipment of Domains.
- 20.10. Users should check that their transactions comply with the laws governing the purchase, sale and shipment of the item, including export and import laws.
- 20.11. Users are responsible for customs fees and charges for items shipped internationally in accordance with local laws and regulations. The point at which these charges must be paid (upon purchase or upon delivery of the item) may depend on local laws and regulations.

21. Other

- 21.1. If any provision of these Terms of Use or the Agreements is found by a competent arbitrator or court to be invalid, ineffective or unenforceable for any reason, the User and EcoGroup and/or Ecolands and/or Ecommit shall negotiate in good faith to modify such provision in the Agreements in such a manner as to best effect the original intent of the User and EcoGroup and/or Ecolands and/or Ecommit in an acceptable manner so that the transactions contemplated hereby are carried out to the fullest extent possible as originally contemplated.
- 21.2. EcoGroup and/or Ecolands and/or Ecommit may assign rights and obligations arising from the Agreements to third parties. The User hereby irrevocably agrees to such a transfer, now and then. The User is not entitled to sell and/or otherwise transfer the rights and/or obligations under the Agreements to a third party without the prior written consent of EcoGroup and/or Ecolands and/or Ecommit.
- 21.3. EcoGroup and/or Ecolands and/or Ecommit are authorised to engage third parties in the performance of the Agreements.
- 21.4. The data held by EcoGroup and/or Ecolands and/or Ecommit regarding the performance of the agreements shall constitute authentic and binding proof, subject to proof to the contrary by the User.
