

LASTDODO TERMS AND CONDITIONS OF USE

These terms and conditions of use (the “Terms and Conditions of Use”) lay down the terms and conditions subject to which you may make use of the service that LastDodo offers via its websites and its mobile applications. Read these terms and conditions of use carefully so that you know what your rights and obligations are when you make use of the service. You can download these Terms and Conditions of Use here https://www.lastdodo.com/en/help/terms_of_use

Article 1. Definitions

In these Terms and Conditions of Use the following terms start with capital letters. These terms are understood to mean the following:

- 1.1 Database: the joint (personal) data of yourself and other Users which are collected by LastDodo, which includes User Material and Information.
- 1.2 Service: the service provided to you by LastDodo via the Website and which is described on the Website and in article 3 of these Terms and Conditions of Use.
- 1.3 Email Address: the email address provided by you upon registering for the Service.
- 1.4 User: the natural or legal person that has created a Profile and/or the natural or legal person that uses the Service without having registered.
- 1.5 User Name: the name or alias under which you have registered with LastDodo.
- 1.6 User Material: information on the Website originating from Users, or made accessible or public via the Service or the Website by Users including, but not limited to, Object Information, opinions, advertising expressions, messages, hyperlinks, offers and/or announcements irrespective of whether these appear in the general section of the Website or in another section such as the forum.
- 1.7 Information: all the material and all information placed by LastDodo on the Website and/or made accessible via the Service. User Material is expressly excluded from this.
- 1.8 Intellectual Property Rights: all rights to intellectual property and rights associated therewith, such as copyrights, trademark rights, patent rights, design rights, trade name rights, database rights and neighbouring rights, as well as domain names, rights to know-how and performances on a par with such rights (eenlijnsprestaties).

- 1.9 LastDodo: the private company with limited liability LastDodo B.V., with its registered office in (9401 GE) Assen, the Netherlands, at Vaart Z.Z. 1-D, and registered with the Chamber of Commerce under file number 78160871.
- 1.10 Report: a fully and correctly completed Report of Unlawful Material <https://www.lastdodo.com/en/help/reportunlawfulmaterial> by which allegedly unlawful or criminal User Material can be reported to LastDodo.
- 1.11 Objects: items collected by Users of which Object Information is placed on the Website by a User as part of a Collection or otherwise.
- 1.12 Object Information: images (including of packaging materials), sound-recordings, audio-visual recordings, descriptions, specifications, advertising expressions, catalogue prices or covers of Objects.
- 1.13 Profile: the personal section with the (personal) details filled in as created by you when you register for the Service and which is managed by you.
- 1.14 Collection: all Objects displayed on the Website by a User within a given category or catalogue.
- 1.15 Password: the password provided by you.
- 1.16 Website: the websites of LastDodo, accessible through www.lastdodo.com, www.lastdodo.nl, www.lastdodo.be, www.lastdodo.de, www.lastdodo.fr and through other top level domains registered by LastDodo, including all subdomains thereof, as well as the mobile versions of that website and the LastDodo apps (iPhone and Android).

Article 2. Applicability of and Amendments to the Terms and Conditions of Use

- 2.1 The Terms and Conditions of Use apply to each and every use made by you of the Service or of the Website.
- 2.2 LastDodo is entitled at any time to amend or supplement the Terms and Conditions of Use. The most up-to-date Terms and Conditions of Use can be found on the Website or will be brought to your attention while using the Service. LastDodo will also inform you in principle 15 days prior to the entry into force thereof by means of an email to the Email Address.
- 2.3 Should you continue to use the Service after amendment of or additions to the Terms and Conditions of Use, you will thereby irrevocably accept the amended or supplemented Terms and Conditions of Use. If you do not agree with the amended or supplemented Terms and Conditions of

Use, your only option is to no longer use the Service and to remove your Profile. LastDodo therefore advises you to consult the Terms and Conditions of Use regularly.

Article 3. The Service

- 3.1 The Service may be described as a platform for collectors. On this platform you can provide information about Objects and/or Collections which you possess, find information about Objects and Collections of other Users, modify certain Object Information about Objects of other Users, offer Objects for sale in your own webshop and buy Objects from other Users in their webshops. You can also create a search-list of Objects that you are looking for. LastDodo can automatically compare your search-list with Objects for sale in webshops of other Users. If a match is found, you and the User offering the Object for sale will receive an email. The Service also offers possibilities for establishing online contact with other Users.
- 3.2 On the Website you will also find a forum in which you and other Users can place messages. These messages can be read by third parties.
- 3.3 You accept that the Service comprises only the functionality and other properties as you find them in the Service at the time of use ("as is basis"). LastDodo specifically excludes express and implied warranties, undertakings and indemnities of whichever nature, including, but not limited to, warranties, undertakings and indemnities in respect of the quality, security, lawfulness, integrity and accuracy of the Service.
- 3.4 LastDodo is at all times entitled to (automatically) rank parts of the Website, including but not limited to the webshops of Users, based on parameters such as price, popularity and interest of Users for an Object as well as payment to LastDodo. LastDodo can change these parameters at any time it deems this necessary for purposes of the functioning of the Service.

Article 4. Registering for the Service

- 4.1 To be able to make optimum use of the Service you must create a Profile in the manner described on the Website. You are deemed to guarantee to LastDodo that the information which you provide when creating your Profile is complete, true and up-to-date. You may not create a Profile in the name of another person and/or provide false information. During your registration you need to provide a User Name and Password which will allow access to the Profile.
- 4.2 The information which you provide during the registration process will be stored in the Database and processed in accordance with the LastDodo Privacy Policy which you can consult here https://www.lastdodo.com/en/help/privacy_policy.

- 4.3 In principle anyone may register with LastDodo. If you are younger than 18 years of age, however, you need the consent of your legal representative(s) (your guardian or (one of) your parents). By accepting these Terms and Conditions of Use you guarantee that you are indeed 18 years of age or older or that you have obtained the consent of your legal representative(s) for creating your Profile.
- 4.4 LastDodo reserves the right to change the registration and login procedures, your Password and/or User Name if it deems this necessary for purposes of the functioning of the Service.

Article 5. Your use of the Service

- 5.1 All use made of the Service and the Website is at your own risk and at your own expense and responsibility.
- 5.2 By placing User Material on the Website or by making it accessible via the Service, you guarantee that:
- 5.2.1 you are authorised to do so in accordance with these Terms and Conditions of Use and that you are entitled to grant to LastDodo the rights referred to in these Terms and Conditions of Use;
- 5.2.2 the User Material which you make available:
- a) is not misleading;
 - b) is not discriminatory in respect of appearance, race, religion, gender, culture, origin, or is not otherwise offensive, does not incite violence against and/or harassment of any other person or persons and, in the opinion of LastDodo, is not contrary to public morality or good taste, is not violent, contains no link to pornographic material or pornographic websites, and does not promote the perpetration of illegal activities;
 - c) does not contain personal data about other persons;
 - d) does not consist of chain letters, junk mail or spam and contains no links to websites, commercial or otherwise;
 - e) relates purely to Objects, Collections or collecting in general;
 - f) can have no negative effects on the reputation or good standing of LastDodo, its affiliated enterprises and/or its directors;
 - g) is not in conflict with any law or regulations or with these Terms and Conditions of Use, does not infringe any rights of third parties, including rights arising from contract, Intellectual Property Rights or rights of privacy, and is not otherwise unlawful in respect of third parties or of LastDodo; and

- h) that no permission or licence is needed or required from any third party for the use of your User Material on the Website; and
- 5.2.3 LastDodo shall not be obliged to make any payment of whatever kind to any person whomsoever, including persons and parties whose work, design, brand or performance is contained in your User Material, including collective rights organisations.
- 5.3 You are personally responsible for keeping your User Name and Password combination secret. You are therefore accountable for all use that is made of the Service via your User Name and Password. LastDodo may assume that it is in fact you that is logging on with your User Name and Password. As soon as you become aware or have reason to suspect that a User Name and/or Password has come into the hands of unauthorised persons, you must inform LastDodo immediately of this, notwithstanding your own obligation to take effective measures immediately, such as changing your Password.
- 5.4 You guarantee that you will in no way abuse the Service, for example by modifying Object Information in an incorrect and/or misleading way, by not supplying the Objects offered by you and bought by other Users or by not taking delivery of the Objects ordered by you from other Users.
- 5.5 You guarantee that when using the Service you i) will not use viruses, Trojan horses, worms, bots or other software which may cause damage to the Service or the Website or any other technical aid or which may render the Service or Website inaccessible or are intended to circumvent technical protective measures, ii) will not carry out activities which may monopolise the Service unreasonably and/or disproportionately and/or impede the functionality of the Service, and/or iii) will use no applications that monitor the Service and/or copy parts of the Service.
- 5.6 All technical resources which are needed to make use of the Service including, but not limited to, hardware and an internet connection, as well as the costs using it, will be borne by you entirely.
- 5.7 Unless expressly permitted under applicable, mandatory law or under these Terms and Conditions of Use, or at the request or with permission of LastDodo, you are not permitted (i) to copy, make available, sublicense or otherwise commercialise the Service, the Website, User Material that does not originate from you and/or Information, (ii) to change, translate or otherwise make an adaptation, as defined in s.13 of the Dutch Copyright Act, of the Service, the Website, User Material that does not originate from you and/or Information, or (iii) to decompile or reverse-engineer the Service, the Website and/or the source or object code(s) thereof.

- 5.8 LastDodo may take technological measures for the protection of the Website or the Service and/or specific parts thereof. You may not remove or circumvent these technical protective measures or offer means to do so.

Article 6. Prices and Payment

- 6.1 Some parts of the Service can only be used against payment, including for acquiring an additional functionality by means of a subscription. The prices charged for using these parts are indicated on the Website. These Terms and Conditions of Use apply to the subscriptions, unless expressly stated otherwise at the time of subscription.
- 6.2 Payment must always be made in advance. You can therefore only use these parts of the Service after having paid the due amount in full.
- 6.3 Payment for these parts of the Service takes place via a secure payment environment of a third party, such as iDeal or a credit card company. LastDodo has no influence on this and is therefore not responsible or liable for the use of or inability to use this payment environment. We advise you to consult the Terms and Conditions of these third parties.
- 6.4 For certain parts of the Service, LastDodo will ask you for an authorisation to collect amounts you owe by direct debit. LastDodo may decline to offer the Service or parts of the Service if you fail to authorise the direct debit.
- 6.5 LastDodo reserves the right to change the prices for these parts of the Service at any time. No rights can be derived from any price changes.

Article 7. User Material

- 7.1 You retain all Intellectual Property Rights in your User Material, but hereby grant LastDodo a free, unencumbered, worldwide, non-exclusive, perpetual and non-terminable licence to make available and/or to copy your User Material for all purposes that LastDodo deems necessary including, but not limited to, promotional and commercial purposes.
- 7.2 Under the aforementioned licence you grant LastDodo inter alia, without exclusion, (i) the right to (automatically) translate (or arrange to translate) your User Material into languages other than English with a view to also offering the Service in other countries, (ii) the right to inclusion of advertisements in products incorporating (parts of) the User Material and (iii) the right to exploit the User Material at its sole discretion by sale or to borrow in print and in any other appropriate manner or form, including electronically, in whole or in part and whether or not in combination

with other material, including in a personalised booklet to be ordered by other Users. The User Material may possibly be reproduced and made public by third parties.

- 7.3 This licence does not end as soon as you or LastDodo removes your Profile and/or you cease using the service.
- 7.4 To the extent possible, you hereby surrender your personal rights to your User Material as defined in s.25 of the Dutch Copyright Act.
- 7.5 You accept that your User Material may be used by other Users. LastDodo does not guarantee that Users will abide by these Terms and Conditions of Use.
- 7.6 You understand and accept that you are accountable and liable in respect of User Material that you place on the Website or make accessible by means of the Service.
- 7.7 You understand and accept that User Material of other Users is not checked and/or inspected by LastDodo. LastDodo therefore has no knowledge whatsoever thereof and is not accountable and/or liable in respect hereof.
- 7.8 If you are of the opinion that particular User Material is unlawful, you may report this to LastDodo. Here <https://www.lastdodo.com/en/help/reportunlawfulmaterial> you can find more information about how to submit a Report.
- 7.9 LastDodo reserves the right to remove User Material from the Website or to abridge or otherwise adapt it if it considers it necessary, without thereby becoming liable for any damage and without being liable to pay any compensation. This article does not detract from any other rights and powers of LastDodo and LastDodo reserves the right to take further (legal) measures including, but not limited to, the provision of your personal details to third parties.

Article 8. Availability and interruption of the Service

- 8.1 LastDodo does not guarantee that the Service is accessible at all times and without interruptions or breakdowns. Breakdowns in the Service can, although not exclusively, occur as a result of breakdowns in the internet or telephone connection or because of viruses or faults/defects. LastDodo is in no way liable to you, or liable to pay you compensation, for any damage arising from the temporary or permanent unavailability or interruption of the Service.
- 8.2 LastDodo is entitled, without prior notice, to make procedural and technical changes and/or improvements to the Website and/or Service.

- 8.3 LastDodo is entitled, without thereby becoming liable for compensation to you, to (temporarily) shut down the Website and/or Service and/or to limit the use thereof if it deems this necessary, for example in the context of maintenance which is reasonably required to the Website and/or Service. LastDodo will inform you as much as possible in advance.

Article 9. Intellectual Property Rights

- 9.1 The Intellectual Property Rights in respect of the Website, the Service, the Database and the Information, also including, but not limited to, the Intellectual Property Rights to the texts, images, design, photographs, software, audio-visual materials and other materials are vested in LastDodo or its licensors insofar as this does not relate to User Material. The Intellectual Property Rights in respect of the User Material are vested in the Users and/or their licensors.
- 9.2 In terms of the conditions as stipulated in these Terms and Conditions of Use, LastDodo grants you a limited, personal, revocable, non-exclusive, non-(sub)licensable, non-transferable right to use the Service and to view the Information in the manner and in the format that these are made available via the Service.
- 9.3 It is expressly prohibited to copy, make available, use for direct or indirect commercial purposes, or use for any other purpose than the purposes mentioned in these Terms and Conditions of Use the Service, the Website, User Material that does not originate from you and/or Information and/or other particulars, unless LastDodo or the relevant rights holder has given express and written consent thereto.
- 9.4 It is prohibited to remove, render illegible, conceal or change notices or announcements in respect of Intellectual Property Rights.
- 9.5 Nothing in these Terms and Conditions of Use is intended to transfer any Intellectual Property Rights to you. The use that you may make of the Service is limited to that which is described in these Terms and Conditions of Use. You may not carry out activities that could infringe the Intellectual Property Rights of LastDodo, Users and/or third parties, such as registering domain names, brands or Google Adwords keywords which resemble or are identical to any symbol in respect of which LastDodo and/or the Users may exercise Intellectual Property Rights. You acknowledge and accept that any unauthorised use of User Material or Information to which Intellectual Property Rights are attached is in breach of these Terms and Conditions of Use and of the applicable legislation.

Article 10. Privacy and access to data

- 10.1 While creating your Profile and while using the Service you will provide (personal) data to LastDodo. These (personal) data will be stored and processed in accordance with the Privacy Policy of

LastDodo https://www.lastdodo.com/en/help/privacy_policy and the applicable law and regulations.

- 10.2 LastDodo has access to the data described in the Privacy Policy, including username and password, name and address details, e-mail address, purchase and sales data and User Material.
- 10.3 User has access to the data described in the Privacy Policy, including the own Profile, User Material (only to the extent accessible or made public by Users specifically for this User or on public pages such as the forum), if a transaction at a webshop takes place the name and address details of the buyer/seller.

Article 11. Database

- 11.1 The Database must be considered a database as defined in s.1(a) of the Dutch Database Act. LastDodo is the author of the Database and accordingly has the exclusive right to grant permission for i) the extraction or re-utilization of the entire Database or a substantial (in qualitative or quantitative terms) part of the contents thereof and ii) the repeated and systematic extraction or re-utilization of non-substantial (in qualitative or quantitative terms) parts of the content of the Database, insofar as this is in conflict with the normal exploitation of the Database or unreasonably prejudices the lawful interests of LastDodo. You may only extract or re-utilize information from the Database if and insofar as is permitted in terms of these Terms and Conditions of Use.

Article 12. Reporting of Allegedly Unlawful Material

- 12.1 In order to halt infringements of the rights of third parties as soon as possible LastDodo has developed a procedure whereby the presence of allegedly unlawful User Material on the Website, or accessibility thereof via the Website and/or the Service, can be reported to LastDodo: the Report of Allegedly Unlawful Material <https://www.lastdodo.com/en/help/reportunlawfulmaterial>.
- 12.2 LastDodo is not liable for any damage in connection with the unlawful use of the Website or the Service. LastDodo is only obliged, under the conditions indicated below, to remove manifestly unlawful User Material after receipt of a Report.
- 12.3 LastDodo is not, however, liable for damage of whatever nature, direct and/or indirect, suffered by third parties as a result of the unlawful use of the Service, unless LastDodo fails to block the relevant User Material or does not halt the unlawful activity while having actual knowledge by means of the Report of the fact that the User Material or the activity is manifestly unlawful.
- 12.4 LastDodo reserves the right not to grant a request for blocking User Material or halting an activity if it has good reason to doubt the accuracy of the Report or the lawfulness of the evidence supplied

or if a balance of interests requires LastDodo not to grant such a request. In that context LastDodo may for instance require a ruling by a competent court in the Netherlands demonstrating that the relevant User Material is manifestly unlawful.

- 12.5 LastDodo will in no way whatsoever be a party to any dispute between you and any third party who submits a Report.
- 12.6 If you submit a Report, you indemnify LastDodo and all its affiliated enterprises as well as its board of directors, managers, employees, representatives and successors in title against any claim by third parties in connection with the blocking or removal of User Material. The indemnity also relates to all damage and costs which LastDodo has incurred or may yet incur or may need to incur in connection with such claim, including – but not limited to – compensation for costs of legal assistance.
- 12.7 LastDodo respects and protects the privacy of third parties who submit Reports. All personal data disclosed to it in the context of a Report will always be treated in confidence and in accordance with the Privacy Policy and will only be used for purposes of dealing with the Report.

Article 13. Liability and Indemnity

- 13.1 You accept that LastDodo will act as an intermediary between you and other Users. LastDodo has no interest in and is not liable and/or accountable for User Material that is supplied via the Service or the Website or for any other information that is supplied by third parties via the Service or the Website.
- 13.2 LastDodo accepts no liability whatsoever for damage to property and/or financial loss and/or other prejudice as a result of an attributable failure in the performance of the agreement in respect of the provision of the Service, including, but not limited to, damage arising from or relating to the use of the Website and/or the Service or the impossibility of using these or as a result of a tortious act or any such damages otherwise incurred, insofar as such an exclusion of liability is permitted under applicable, mandatory law.
- 13.3 LastDodo accepts no liability whatsoever for damage as a result of circumstances that fall beyond its service provision. LastDodo is not a party to any agreements between you and other Users and therefore cannot be held liable for damage arising from such agreements. LastDodo therefore cannot be held liable for damage arising from the fact that you have entered into agreements that are unfavourable to you, for example by paying more for the Objects purchased by you than their actual value or receiving less than the actual value of Objects sold by you. LastDodo cannot be held liable for damage arising from Users failing to respond and/or not responding in a timely manner to an order placed by you in a webshop, the rejection and/or refusal of orders, not meeting final

orders, non-payment or late payment by a User for Objects purchased in your webshop and/or any other damage and costs suffered by you as a result of an act by another User.

- 13.4 The only action which you can take if you believe that you have suffered damage is to discontinue using the Service and to remove your Profile.
- 13.5 To the extent that LastDodo may, despite of the above, still be liable for damage of whatsoever nature, then it shall only be liable for the compensation of direct damage. Direct damage is understood exclusively to mean material damage to property, reasonable costs incurred to prevent or limit direct damages and reasonable costs incurred to determine the cause of damage, the liability, the direct damage and the method of repair.
- 13.6 If and to the extent that LastDodo may be liable for damage of whatever nature, its liability is in any event limited to an amount of € 5,000,- (in words: five thousand euro).
- 13.7 You indemnify LastDodo against all claims by third parties, of whatever nature, in respect of compensation for damage, costs or interest, relating to or arising from your use of the Website, the Service and/or an infringement of these Terms and Conditions of Use and/or any other rights of third parties, including, but not limited to, Intellectual Property Rights.
- 13.8 You indemnify LastDodo against all costs which it must incur in order to comply with a request, order and/or judgement amounting to the imposition of a prohibition or order in connection with your User Material.
- 13.9 This limitation of liability does not, however, seek to exclude liability on the part of LastDodo for intentional misconduct and/or willful recklessness by LastDodo itself ("own conduct") or its board of directors.

Article 14. Duration and termination

- 14.1 You have the right to stop using the Service and remove your Profile at any time.
- 14.2 In addition to the other (legal) remedies available to LastDodo, LastDodo is at all times and without giving reasons and without prior explanation, entitled to (temporarily) restrict, suspend or deactivate your activities in connection with the Service, to temporarily or permanently end and/or remove your Profile, to send out a warning, to terminate the Service or to refuse to provide the Service to you to the extent permitted by applicable mandatory law, in particular - but not limited to - if you violate these Terms and Conditions of Use. LastDodo will in no way be liable or liable to compensation to you for this whatsoever. If LastDodo is obliged to do so on the basis of applicable

mandatory law, it will inform you prior to its decision to suspension, limitation or termination in accordance with the statutory period and / or give you the opportunity to respond.

Article 15. Miscellaneous; applicable law and competent court

- 15.1 Dutch law will apply exclusively to the Terms and Conditions of Use and the use of the Service and the Website, as well as any disputes arising therefrom.
- 15.2 If as a natural person you do not act in the exercise of a profession or business in using the Service, all disputes between you and LastDodo will at the discretion of the summoning or requesting party be submitted, insofar as national or international mandatory law does not prescribe otherwise, to the competent court in the district of its place of business, or to another competent court in terms of national or international law.
- 15.3 If you act in the exercise of a profession or business in using the Service, all disputes between you and LastDodo will be submitted to the competent court in the district of Amsterdam.
- 15.4 These Terms and Conditions of Use contain all relevant arrangements made by you and LastDodo. They replace all earlier arrangements and agreements which you and LastDodo have made or concluded respectively. Verbal statements, undertakings or arrangements have no legal effect, unless confirmed in writing.
- 15.5 LastDodo may transfer to third parties rights and obligations arising from these Terms and Conditions of Use, and will inform you of this. If you do not consider such transfer of obligations to a third party acceptable, you may discontinue using the Service and remove your Profile.
- 15.6 Without prejudice to any legal obligations on the part of LastDodo to retain an agreement between you and LastDodo for use of the Website and the Service, LastDodo is not obliged to keep any archived agreement accessible to you.
- 15.7 If these Terms and Conditions of Use are or become partially invalid, then you and LastDodo remain bound by the remaining part. LastDodo will replace any invalid part with clauses that are valid and of which the legal consequences, given the content and the meaning of these Terms and Conditions of Use, will correspond as much as possible with those of the invalid part.

Article 16. Contact

For questions about the Service, the Website or these Terms and Conditions of Use you can at all times contact LastDodo through the following contact details:

LastDodo B.V.
Vaart Z.Z. 1-D
9401 GE Assen

You can send an email through the contact form <https://www.lastdodo.com/en/help/contact> or via info@lastdodo.nl