



TERMS AND CONDITIONS

Welcome to MiddleMan!

By accessing or using our yacht provisioning marketplace app ("MiddleMan"), you agree to comply with and be bound by the following Terms and Conditions ("Terms"). Please read these Terms carefully before using our services. If you do not agree with any part of these Terms, you must not use the app.

1. Use of the App

- 1.1. Eligibility: You must be at least 18 years old to create an account and use our app. By using the app, you warrant that you meet this age requirement.
- 1.2. Lawful Purposes: You agree to use our app only for lawful purposes and in compliance with these Terms, applicable laws, and regulations.
- 1.3. Account Security: You are responsible for maintaining the confidentiality of your account credentials and for all activities conducted under your account. If you suspect unauthorized use of your account, you must notify us immediately.

2. Transactions and Payments

- 2.1. Accuracy of Information: You agree to provide accurate, current, and complete information when creating an account or conducting transactions on the app. MiddleMan is not responsible for errors or issues resulting from incorrect or incomplete information provided by users.
- 2.2. Service Fee: A service fee of €5 will be charged for each accepted order on the platform. By accepting an order, you agree to pay this fee, which will be invoiced separately to the order.
- 2.3. Payment Obligations: You are responsible for ensuring timely payment for all transactions, including the €5 service fee. Failure to pay may result in account suspension or other penalties as determined by MiddleMan. Your cumulative service fee will be billed monthly, with a payment window of 10 days. All order related payments are to be facilitated by the supplier of said order, in person at delivery or otherwise stipulated by said supplier. MiddleMan has no obligation to or service for facilitating order payments through the app.
- 2.4. Third-Party Payment Processors: Payments made through the app may be processed by third-party payment providers. MiddleMan is not responsible for any errors, delays, or disputes arising from these providers.

3. Cancellations and Refunds

- 3.1. Order Cancellations: Users are required to comply with our cancellation policies, as detailed in the app or on our website. Cancellations may result in penalties or fees as applicable.
- 3.2. Refunds: Refund requests will be considered on a case-by-case basis and must be submitted within 7 days of the transaction. The €5 service fee is non-refundable under any circumstances.

4. Intellectual Property

4.1. Ownership: All content, materials, and intellectual property on the app (including logos, designs, text, images, software, and trademarks) are owned by MiddleMan or licensed to us.

4.2. Restricted Use: You may not copy, reproduce, distribute, modify, or publicly display any content from our app without prior written consent from MiddleMan.

4.3. User-Generated Content: By submitting content (e.g., reviews, feedback, or comments) to the app, you grant MiddleMan a perpetual, royalty-free, and non-exclusive license to use, modify, and display such content.

5. Limitation of Liability

5.1. No Guarantees: MiddleMan does not guarantee the continuous availability, accuracy, or reliability of the app or its services.

5.2. Liability Disclaimer: To the fullest extent permitted by law, MiddleMan is not liable for indirect, incidental, consequential, or punitive damages arising from your use of the app, including but not limited to financial losses, data breaches, or interruptions of service.

5.3. User Responsibility: You acknowledge that the app facilitates communication between users, those being buyers and suppliers, and that MiddleMan is not responsible for any disputes, damages, or issues arising from such transactions.

6. Privacy and Data Use

6.1. Privacy Policy: MiddleMan values your privacy. By using the app, you consent to the collection, storage, and use of your personal data as outlined in our Privacy Policy.

6.2. Data Accuracy: You are responsible for ensuring the accuracy and completeness of the data you provide.

7. Changes to Terms and Conditions

MiddleMan reserves the right to amend these Terms at any time. Changes will be communicated through the app or our website. Your continued use of the app constitutes acceptance of the updated Terms.

8. Suspension and Termination

8.1. Suspension Of Account: User accounts will be suspended as a result of outstanding service fee payments, up until the account holder's full fee has been paid. The user shall be reminded in a timely manner by MiddleMan about any and all outstanding fees owed.

8.2. Termination by User: You may terminate your account at any time by contacting our support team.

8.3. Termination by MiddleMan: MiddleMan reserves the right to suspend or terminate your account at its discretion, including but not limited to violations of these Terms, non-payment of fees, or fraudulent activities.

8.4. Post-Termination Obligations: Termination of your account does not relieve you of your obligation to pay any outstanding amounts, including service fees.

9. Governing Law

These Terms are governed by and construed in accordance with the laws of the United Kingdom. Any disputes arising from these Terms or the use of the app will be subject to the exclusive jurisdiction of the courts of the United Kingdom.

10. Contact Us

If you have any questions, concerns, or feedback regarding these Terms and Conditions, please contact us at:

Email: info@middleman.online

Mailing Address: MiddleMan Online Ltd., 71-75 Shelton Street, Covent Garden, London, WC2H9JQ