

## **TERMS AND CONDITIONS**

Please read the following information carefully. The information contained on these website pages (this “Site”) is communicated and issued by BehneMar DMCC in accordance with the following terms and conditions. By accessing any part of this Site, you will be deemed to have accepted the terms and conditions in this Legal Notice in full. If you do not accept these terms and conditions, please do not continue to access this Site.

### **Limited Audience**

The content of this website is not directed at or intended for persons outside the United Arab Emirates. Accordingly, it does not constitute an offer, solicitation, invitation or inducement in any jurisdiction outside the United Arab Emirates.

The content of this website is only directed at persons in the United Arab Emirates who are “Professionals” (being persons having professional experience in matters relating to the yachting industry) of which the laws associated with apply. BehneMar DMCC will engage in yachting activity or controlled activity only with such persons. Persons in the United Arab Emirates that do not have professional experience should not rely or act upon the content of this website unless they are persons in the United Arab Emirates to whom any of this paragraph applies.

### **BehneMar DMCC**

BehneMar DMCC is a Dubai, United Arab Emirates registered and licensed company under the rule and regulations of DMCC freezone. BehneMar DMCC is authorized and registered at Indigo Icon Tower - Office 508 | Jumeirah Lakes Towers, Dubai, United Arab Emirates, P.O. Box No. 29717.

### **Your Information, Privacy and Cookies**

Information gathered through this website will be held in a database and will be used periodically to assess the success of the website and to monitor its activity. When a user requests a page from the website's server, the server automatically collects some information about the user's system, including the IP address. BehneMar DMCC collects the minimum information necessary to ensure its services work successfully and reliably, and to monitor activity on its websites so that it can continually assess and improve them. BehneMar DMCC uses stats to analyze traffic to its website. Our stats do not create individual profiles of users and only collect aggregate data.

### **Marketing**

BehneMar DMCC asks for information from users of its website. Information gathered through its websites will be held in a database and will be used periodically to assist in the various marketing activities of BehneMar DMCC. Users' information may be shared with companies which are within the BehneMar DMCC network of companies, but BehneMar DMCC does not disclose users' information to any other third parties.

### **Data collection**

BehneMar DMCC collects data to operate effectively and provide you with the best customer experience possible. Some of this data will have been provided directly by you, such as when you subscribe to a mailing list, submit an enquiry relating to Yachts for Sale or For Charter, register for an event or specifically enquire with us for a particular service.

We'll also get some of the data by recording how you interact with our products and services, for example, using technologies like cookies as explained further under the heading “Cookies” below.

You have choices about the data we collect. When you are asked to provide personal data, you may decline, but if you choose not to provide data that is necessary for BehneMar DMCC to provide a service, you may not be able to use that service or get more information on a particular product for sale or charter.

The data we collect at BehneMar DMCC depends on the context of your interactions with us, the choices you make, including your privacy settings, and the services you use. The data we collect can include the following:

**Name and contact details:** We collect your first and last name, email address, postal address, phone number, company name, job title, and similar other contact data.

**Device and Usage data:** We collect data about your device and how you and your device interact with BehneMar DMCC and our services we offer. For example, we collect:

- Usage data. We collect data about the features you use, the items you purchase and the web pages you visit. This data includes text queries with our bots or customer service team.
- Device, connectivity and configuration data. We collect data about your device and the network you use to collect to our products. It includes the IP address, geolocation, regional and language settings.
- Error reports and performance data. We collect data about the performance of our products and any problems you experience with them. This data helps us to diagnose problems in the products you use, and to improve our products and provide solutions.

**Content:** We collect information on the content you engage with on our sites and via our marketing communications. This includes:

- The pages you visit
- How you interact with web pages
- The emails you open
- The emails you click on
- Emails that are sent but not delivered to you
- Emails that you unsubscribe from

This data is collected to enable us constantly to improve our service, whilst ensuring that you are only sent the information that you want, and like to engage with.

We also collect the information you agree to share with us, such as feedback and market research, or questions and information you provide for customer support.

### **Use of your data**

BehneMar DMCC uses the data we collect to operate our business and provide you with the services we offer, which includes using data to improve our services and personalize your experiences.

We may also use the data to communicate with you, for example, informing you about products or service information. BehneMar DMCC uses the data we collect for three basic purposes, described in more detail below: (1) to operate our business and provide (including improving and personalizing) the services we offer, (2) to send communications, including promotional communications, and (3) to potentially show advertising in our own products.

In carrying out these processes, we combine data that we collect to give you a more seamless, consistent and personalized experience. For example, we may use the yachts you have viewed on the “FOR SALE” section of our website to deliver more relevant yachts for sale listings in our emails to you. However, to enhance privacy, we have built in technologies and procedural safeguards designed to prevent certain data combinations. For further information see 'How does BehneMar DMCC keep my personal information secure?'

**Providing and improving our products and services.** We use data to provide and improve the products and services we offer and to perform essential business operations. This includes operating the products and services, maintaining and improving the performance of the products and services, developing new features, conducting research and providing customer support. Examples of such uses include the following:

- Providing the products and services. We use data to carry out your transactions with us and to provide our products and services to you. Often, these products and services include personalized features and recommendations that enhance your experience and enjoyment, and automatically tailor your product experiences based on the data we have about your activities, interests and location.
- Product improvement. We use data to continually improve our products, including adding new features or capabilities. For example, we use site behavior and usage data to improve the content we create and deliver to you.

- Security, safety and dispute resolution. We use data to protect the security and safety of our products and services and our customers, to detect and prevent fraud, or to resolve disputes and enforce our agreements.
- Business operations. We use data to aggregate analysis and business intelligence that enables us to operate, protect, make informed decisions and report on the performance of our business.

**Communications.** We use data we collect to communicate with you and personalize our communications with you. Additionally, you can sign up to email subscriptions and choose whether you would like to receive promotional and marketing communications from BehneMar DMCC, by email, telephone or post. To manage your contact data, email subscriptions and promotional communications, please contact us as per the below.

### **Cookies**

We use cookies and similar tracking technology (collectively, “Cookies”) to collect and use personal information about you, including to serve interest-based advertising.

### **How does BehneMar DMCC keep my personal information secure?**

We use appropriate technical and organizational measures to protect the personal information that we collect and process about you. The measures we use are designed to provide a level of security appropriate to the risk of processing your personal information.

### **Legal Disclaimer**

Although BehneMar DMCC makes every effort to preserve users' privacy, it may need to disclose personal information when required by law wherein it has a good-faith belief that such action is necessary to comply with a current judicial proceeding, a court order or legal process served on its websites. Owing to BehneMar DMCC policy of continuous development, the right is reserved to change specifications, prices or any other details at any time.

### **No Offer and No Advice**

The Website is for information purposes only. Nothing in the Website should be construed as an offer, invitation or general solicitation to buy or sell any yachts or related products and services, provide yachting advisory and consultancy services, make personal recommendations or to engage in any other transaction, and must not be relied upon in connection with any transactional decision.

Further, the information on the Website, including all opinions or other content is not intended to and does not constitute financial, accounting, tax, legal, investment, consulting or other professional advice or services.

### **No Representation of Warranty**

This Website is subject to regular update and revision. While we attempt to ensure the correctness and timeliness of all material posted on the Website, we take no responsibility for errors or omissions which are the result of technical causes, or otherwise. We maintain the right to delete or modify in part or in full any information on this Website without prior notice.

You are solely liable for any use you may make of this information. BehneMar DMCC makes no representation, warranty, condition, undertaking or term either express or implied as to the condition, quality, performance, accuracy, suitability, fitness for purpose, completeness or freedom from viruses of the content contained on the Website or that such content will be accurate, up to date, uninterrupted or error free. Whilst we take every care to ensure that the standard of the website remains high and to maintain the continuity of it, the internet is not always a stable medium and errors, omissions, interruptions of service and delays may occur at any time for which BehneMar DMCC accepts no responsibility.

Save in respect of liability for death or personal injury arising out of negligence or for fraudulent misrepresentation, we and all contributors to the Website hereby disclaim to the fullest extent permitted by law all liability for any loss or damage including any consequential or indirect loss or damage incurred by you, whether arising in tort, contract or

otherwise, and arising out of or in relation to or in connection with your access to or use of or inability to use the Website.

### **Intellectual Property Laws**

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### **Third Party Websites**

Any links provided will allow you to leave this Website. The linked sites are not under the control of BehneMar DMCC and BehneMar DMCC is not responsible for the contents of any linked site or any link contained in a linked site. BehneMar DMCC is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by BehneMar DMCC.

### **Governing Law and Jurisdiction**

These terms and conditions, your use of the Website, and all matters connected with them, are governed by and shall be construed, in accordance with the law of the United Arab Emirates and shall be subject to the exclusive jurisdiction of the United Arab Emirates courts. If you access the Website from outside the United Arab Emirates, you are responsible for ensuring compliance with any local laws relating to access.

### **Your data protection rights**

You have the following data protection rights:

- If you wish to access, correct, update or request deletion of your personal information, you can do so at any time by contacting us using the contact details provided under the “Access and Contact Information” heading below
- In addition, you can object to processing of your personal information, ask us to restrict processing of your personal information or request portability of your personal information. Again, you can exercise these rights by contacting us using the contact details provided under the “Access and Contact Information” heading below
- You have the right to opt-out of marketing communications we send you at any time. You can exercise this right by clicking on the “unsubscribe” link in the marketing e-mails we send you. To opt-out of other forms of marketing (such as postal marketing or telemarketing), then please contact us using the contact details provided under the “Access and Contact Information” heading below
- Similarly, if we have collected and process your personal information with your consent, then you can withdraw your consent at any time. Withdrawing your consent will not affect the lawfulness of any processing we conducted prior to your withdrawal, nor will it affect processing of your personal information conducted in reliance on lawful processing grounds other than consent.

### **Access and Contact Information**

You have a right of access to your personal data collected by our website. You have the right at any time to ask us for a copy of the information supplied by you that we hold. You also have the right to ask us to stop using your information or to ask us to modify it and send us your new information. If you would like to make one of the above-mentioned requests, please contact [info@behnemar.com](mailto:info@behnemar.com). If you have any other question on our privacy policy, please contact [info@behnemar.com](mailto:info@behnemar.com).