



Website my-crane.com User Agreement

MYCRANE LLC, a company organized and existing under the laws of the United States, having its registered address at Corporate Center One, 5301 Southwest Parkway, Suite 400, Austin, Texas 78735, USA (hereinafter referred to as the "Organization") offers the Internet user (hereinafter referred to as the "User"), who is either an individual personally, or an individual authorized by a legal entity as designated by the User, to use the services of the site us.my-crane.com (hereinafter referred to as the "Website") on the terms set forth in this User Agreement (hereinafter referred to as the "Agreement"). The Agreement comes into force from the moment the User expresses consent to its terms in the manner provided for in clause 1 (d) of the Agreement.

1. General provisions

- a. The Organization offers Users access to a wide range of Website services, including means of navigation, communication, search, placement and storage of various kinds of information and materials, offers, requests and postings (collectively, "content"), personalization of content, and transactions, including offers or requests related to Lifting Services or Lifting Equipment. "Lifting Services" shall include any services related to or arising from the use of Lifting Equipment, but shall exclude the sale of Lifting Equipment.
- b. "Lifting Equipment" means vehicles, machinery, and related appurtenances, including, but not limited to: (i) self-propelled vehicles (tractors, road-building machines and other trackless-independently-driven vehicles); (ii) lifting mechanisms, including those mounted on automotive chassis, special-automotive-type chassis, pneumatic wheeled and crawler-mounted lifting cranes; (iii) construction and industrial equipment and associated machinery; and (iv) tower cranes (a lifting crane with a high tower, a slewing boom and a lifting winch mainly used in construction). All currently existing services of the Organization's Website, the terms of use of which refer to this Agreement, as well as any development of them and/or the addition of new ones are the subject of this Agreement.
- c. The use of the Website services is governed by this Agreement, as well as the following documents, which are an integral part of this agreement: the Privacy Policy, as well as the terms of use of individual Website services. The Agreement may be amended by the Organization without any special notice, the new version of the Agreement comes into force from the moment it is posted on the Internet at the address specified in this paragraph, unless otherwise provided by the new version of the Agreement. The current version of the privacy policy is always available on the website.
- d. By starting to use the Website, any service of the Website / its individual functions, or going through the registration procedure on the Website, the User is considered to have accepted the terms of the Agreement in full, without any reservations and exceptions. If the User does not agree with any of the provisions of the Agreement, the User does not have the right to use the Services of the Website. If the Organization has made any changes to the Agreement in accordance with paragraph 1 (c) of the Agreement, with which the User does not agree, User is obliged to stop using the services of the Organization's Website.



2. User Registration. User Account

- a. In order to use some of the services of the Organization's Website or some of the individual functions of the services of the Website, the User must complete the registration procedure, as a result of which a unique account will be created for the User.
- b. In order to register, the User undertakes to provide reliable and complete information about himself and, if applicable, the legal entity he represents on the issues proposed in the registration form, and to keep this information up to date. If the User provides incorrect information or the Organization has reason to believe that the information provided by the User is incomplete or unreliable, the Organization has the right, at its discretion, to block or delete the User's account and refuse the User to use the services of the Organization's Website (or their individual functions). User shall be responsible for any and all damages, and shall indemnify and hold Organization harmless, from or related to.

When registering, the User can upload an image for the account (avatar). The account image may accompany the materials published by the User as part of the use of the services of the Organization's Website. If the User's image is used as an account image, the User understands and agrees that the Organization has the right to publish and further use the User's image for use in the Organization's services, advertising products, corporate blogs and accounts of the Organization on third-party resources.

c. Account Confirmation

- i. The Organization reserves the right at any time to require the User to confirm the data specified during registration in the User account on the services of the Organization's Website and containing information about the User, as well as other information related to the use of the Organization's services available to the User after authorization using the User's login and password on the services of the Organization's Website.
 - ii. For the purposes of verifying the data declared by the User, the Organization has the right to request supporting documents (in particular, documents certifying legal capacity / identity), including those provided for by the registration form, the failure of which, at the discretion of the Organization, may be equated to providing false information and entail the consequences provided for in clause 2 (b) of the Agreement. If the User's data specified in the documents provided by him does not correspond to the data specified during registration, as well as in the case when the data specified during registration does not allow identifying the User, the Organization has the right to deny the User access to the account and use of the Organization's services.
- d. The User's personal information defined by the Privacy Policy and contained in the User's account is stored and processed by the Organization in accordance with the terms of the Privacy Policy (us.my-crane.com).

e. Means to access the User account.

- i. When registering, the User independently chooses a login (a unique symbolic name of the User account) and a password to access the account. The login is equal to the email-address used during registration. The organization has the right to prohibit the use of certain usernames, as well as to set requirements for login and password (length, allowed characters, etc.).
- ii. After the User logs in to the account, the account data can be automatically saved in the device browser until the User completes work under his account and does not require additional input of access means to the account each time the Organization's services are used. The User account data automatically saved in the device browser can be used to



access the services of the Organization's Website, including services, websites, applications and other software products of the Organization and other persons, except as specified in clause 2 (h, II) of this Agreement.

- f. The User is solely responsible for the security (including resistance to guessing) of the means chosen by him to access the account, and also independently ensures their confidentiality. The User is solely responsible for all actions (as well as their consequences) within or using the services of the Organization's Website under the User's account, including cases of voluntary transfer by the User of data for access to the User's account to third parties on any terms (including contracts or agreements). At the same time, all actions within or using the services of the Organization under the User account are considered to be performed by the User himself, except in cases when the User, in accordance with the procedure provided for in clause 2 (g), notified the Organization of unauthorized access to the services of the Organization using the User account and /or of any violation (suspicion of violation) of the confidentiality of their means of access to the account (mobile phone number, password or two-factor authentication means). User shall not share User's username or password with anyone.
- g. The User is obliged to immediately notify the Organization of any case of unauthorized (not authorized by the User) access to the Organization's services using the User account and / or of any violation (suspicion of violation) of the confidentiality of their means of access to the account. For security purposes, the User is obliged to independently perform a safe shutdown under his account (the "Exit" button) at the end of each session of work with the Organization's services. The Organization is not responsible for the possible loss or damage of data, as well as other consequences of any nature that may occur due to the User's violation of the provisions of this part of the Agreement.
- h. The User's use of his account.
 - i. The User does not have the right to reproduce, repeat and copy, sell and resell, as well as use for any commercial purposes any parts of the Organization's services (including content available to the User through the services), or access to them, except when the User has received such permission from the Organization, or when it is expressly provided by any service of the Website.
 - ii. Certain categories of User accounts may restrict or prohibit the use of certain services of the Organization's Website or their individual functions if this is provided for during registration or in the terms of use of a particular service.
- i. Termination of registration. The organization has the right to block or delete the User account and deny access using any account to certain services of the Organization, and to delete any content without giving reasons including in case the User violates the terms and conditions of this Agreement or the terms of other documents specified in clause 1 (c) Agreement, and the failure of the service, in particular:
 - i. if the User does not use their account in over one year. Or
 - ii. if the User violates any term or condition of this Agreement or any other Agreement between User and Organization.
- j. Deleting a User account.
 - i. The User has the right at any time to delete his account on all the services of the Organization or, if there is a corresponding function, to terminate it in relation to some of them.
 - ii. The account is deleted by the Organization in the following order:



- the account is automatically blocked for a period of one month, during which the User's access to his account becomes impossible, while the content posted using such an account can be deleted;
 - if the User's account is restored by the User within the above period, access to the User's account will be restored, however, the content (applications, documents, records, comments, etc.) posted with its help may not be subject to restoration;
 - if the User's account is not restored within the above period, all content posted using it will be automatically deleted, and the login will be available for use by other users. From this moment on, it is impossible to restore the account, any information related to it, as well as access to the Organization's services using this account.
- iii. The procedure given in paragraphs 2(j, II) of the Agreement (except for the availability of the login for use by other users) is also applicable to the prohibition of access using any account to certain services of the Website.

3. General provisions on use and storage.

- a. The Organization has the right to set restrictions on the use of the services for all Users, or for certain categories of Users (depending on the User's place of residence, the language in which the service is provided, etc.), including: the presence/absence of certain functions of the Website service, the shelf life of documents and messages in the Website service, any other content, the maximum number of documents and messages that can be sent or received by one registered user, the maximum size of a message, document or disk space, the maximum number of requests to the Website service for a specified period of time, the maximum storage period of content, special parameters of downloadable content, etc. An Organization can prohibit automatic access to the Website's services, as well as stop accepting any information generated automatically (for example, spam).
- b. The Organization has the right to send informational messages to its users. Using the Organization's services, the User also agrees to receive advertising messages. The user has the right to refuse to receive advertising messages by using the appropriate functionality of the service within which or in connection with which the user received advertising messages. The User agrees with the Organization to notify other Users of the Service about the User's public actions, including the posting of new publications, actions performed by him in relation to the Content of other Users, as well as other activities performed by him within the Service.
- c. In order to improve the quality of the Website's services, the Organization and /or the persons involved in conducting the survey have the right to collect opinions and feedback from Users on various issues by sending an information message when the User next visits the service or by contacting the contact details specified by the User in the account (via phone calls or emails). The collected opinions and reviews can be used to generate statistical data that can be used in the services of the Organization's Website. The reviews provided by the User during the survey can also be published by the Organization in the services of the Organization's Website, both with the User's name (login) and without it. When leaving feedback, the User undertakes to be guided by the requirements of this Agreement, including the requirements set forth in clause 5 of this Agreement.



4. User Content

- a. The User is solely responsible for the compliance of the content posted by the User (including documents, information, data, bids, requests, offers, images, etc.) with the requirements of the current legislation, including liability to third parties in cases when the User posts this or that content (including documents, information, data, images, etc.) or the content of the content violates the rights and legitimate interests of third parties, including the personal non-property rights of the authors, other intellectual rights of third parties, and/or encroaches on the intangible benefits belonging to them.
- b. The User acknowledges and agrees that the Organization is not obliged to view any kind of content posted and /or distributed by the User through the services of the Organization's Website, as well as that the Organization has the right (but not the obligation) at its sole discretion, refuse to post and/or distribute content to the User or remove any content that is available through the services of the Organization's Website. The User understands and agrees that he must independently assess all risks associated with the use of the content, including assessing the reliability, completeness or usefulness of this content.
- c. The User understands and agrees that the technology of the Website services may require copying (reproduction) of the User's content by the Organization, as well as processing it by the Organization to meet the technical requirements of a particular service.

5. Terms of use of the Organization's Website services

- a. The User is solely responsible to third parties for User's actions related to the use of the Website Services, including if such actions lead to violation of the rights and legitimate interests of third parties, as well as for compliance with the law when using the Website Service.
- b. When using the Organization's services, the User does not have the right and shall not:
 - i. upload, send, transmit or in any other way post and/or distribute content that is illegal, malicious, defamatory, offends morality, demonstrates (or is propaganda) of violence and cruelty, violates intellectual property rights, promotes hatred and/or discrimination of people on racial, ethnic, sexual, religious, social grounds, contains insults against any persons or organizations, contains elements (or is propaganda) of pornography, eroticism, it is an advertisement (or is propaganda) of sexual services (including under the guise of other services), explains the procedure for the manufacture, use or other use of narcotic substances or their analogues, explosives or other weapons;
 - ii. violate the rights of third parties, including minors, and/or harm them in any form;
 - iii. impersonate another person or a representative of an organization and/or community without sufficient rights, including employees of the Organization, moderators of forums, the owner of the Website, as well as use any other forms and methods of illegal representation of other persons on the network, as well as mislead users or the Organization about the properties and characteristics of any subjects or objects;
 - iv. upload, send, transmit or in any other way post and/or distribute content, in the absence of rights to such actions under the law or any contractual relationship;
 - v. upload, send, transmit or in any other way post and/or distribute advertising information, spam, lists of other people's email addresses, pyramid schemes, multilevel (network) marketing (MLM), Internet earnings and e-mail business systems, "letters of happiness", as well as use the services of the Organization's Website to participate in these events, or use



the services of the Organization's Website solely to redirect users to pages of other domains;

- vi. upload, send, transmit or in any other way post and/or distribute any materials containing viruses or other computer codes, files or programs designed to disrupt, destroy or limit the functionality of any computer or telecommunications equipment or programs for unauthorized access, as well as serial numbers to commercial software products and programs for their generation, logins, passwords and other means for obtaining unauthorized access to paid resources on the Internet, as well as posting links to the above information;
- vii. unauthorized collection and storage of personal data of other persons;
- viii. disrupt the normal operation of the websites and services of the Organization's Website;
- ix. facilitate actions aimed at violating the restrictions and prohibitions imposed by the Agreement;
- x. otherwise violate the norms of legislation, including the norms of international law;
- xi. circumvent Organization in the acceptance or offering of any requests to obtain or offers to supply Lifting Equipment or Lifting Services.

6. Exclusive rights to the content of the Organization's Website services and content

- a. All objects accessible through the services of the Organization's Website, including design elements, text, graphics, illustrations, videos, computer programs, databases, music, sounds and other objects (hereinafter referred to as the content of the services), as well as any content posted on the services of the Organization, are objects of the exclusive rights of the Organization, Users and other copyright holders.
- b. The use of the content, as well as any other elements of the Website services, is possible only within the framework of the functionality offered by this or that Website service. No elements of the content of the services of the Organization's Website, as well as any content posted on the services of the Organization's Website, may be used in any other way without the prior permission of the copyright holder. Usage means, among other things: reproduction, copying, processing, distribution on any basis, display in a frame, etc. Exceptions are cases directly provided for by the legislation of the United States or the terms of use of a particular service of the Organization's Website.

The User's use of elements of the content of the services, as well as any content for personal non-commercial use, is allowed provided that all copyright, related rights, trademarks, other notices of authorship are preserved, the name (or pseudonym) of the author/ name of the copyright holder is preserved unchanged, and the corresponding object is preserved unchanged. Exceptions are cases directly provided for by the legislation of the United States or user agreements of a particular service of the Organization's Website.



7. Third-party websites and content

- a. The services of the Organization's Website may contain links to other sites on the Internet (third-party sites). These third parties and their content are not checked by the Organization for compliance with certain requirements (reliability, completeness, legality, etc.). The Organization is not responsible for any information, materials posted on third-party sites that the User accesses using the Website's services, including for any opinions or statements expressed on third-party sites, advertising, etc., as well as for the availability of such sites or content and the consequences of their use by the User.
- b. A link (in any form) to any website, product, service, any commercial or non-commercial information posted on the Website does not constitute an endorsement or recommendation of these products (services, activities) on the part of the Organization, except in cases where this is explicitly indicated on the resources of the Organization.

8. Advertising on the services of the Organization's Website

- a. The Organization is responsible for advertising placed by it on the services of the Organization's Website, within the limits established by the legislation of the United States.
- b. The User agrees to receive information about events, conferences, trainings and other information from the Organization to the email address specified during registration.

9. Agreements made through or in connection with the Website or Services.

- a. To the extent User is a Supplier of Lifting Services or Lifting Equipment, User acknowledges and agrees to abide by any and all binding agreements between User and a customer which has agreed to User's terms or conditions for provision of the Lifting Services or Lifting Equipment.
- b. To the extent User is a customer seeking Lifting Services or Lifting Equipment, User acknowledges and agrees to abide by any and all binding agreements between User and a supplier which has agreed to User's terms or conditions for provision of the Lifting Services or Lifting Equipment.
- c. User shall not circumvent Organization in pursuing any leads for Lifting Services or Lifting Equipment learned of through the Services or Website.
- d. User shall indemnify, defend, and hold Organization harmless for any breach of this Section 9.

10. No warranty, limitation of liability

- a. The User uses the services of the Organization's Website at his own risk. The services are provided "as is". The Organization does not assume any responsibility, including for the compliance of the Website's Services with the User's goals;
- b. The Organization does not guarantee that: the Website services meet /will meet the User's requirements; the services will be provided continuously, quickly, reliably and without errors; the results that can be obtained using the services will be accurate and reliable and can be used for any purpose or in any capacity (for example, to establish and/or confirm any facts); the quality of any product, service, information, etc. obtained using the Website services will meet the User's expectations;



- c. Any information and / or materials (including downloadable software, letters, any instructions and guides to action, etc.) that the User gets access to using the services of the Organization's Website, the User can use at his own risk and is solely responsible for the possible consequences of using the specified information and / or materials, including for the damage that this may cause to the User's computer or third parties, for data loss or any other harm;
- d. The Organization is not responsible for any kind of losses that occurred as a result of the User's use of the services of the Organization's Website or individual parts / functions of the services of the Organization's Website.
- e. Organization shall not be responsible for any Lifting Services or Lifting Equipment. Any claim related thereto shall be solely between User and the party either (1) providing to User such Lifting Services or Lifting Equipment or (2) to whom User is providing such Lifting Services or Lifting Equipment, as applicable under the circumstances.
- f. **NO LIABILITY FOR CONSEQUENTIAL OR INDIRECT DAMAGES. EXCEPT LIABILITY FOR INDEMNIFICATION, IN NO EVENT SHALL EITHER PARTY OR ITS REPRESENTATIVES BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF THE AGREEMENT CONCLUDED BY A COMPANY AND A USER VIA THE PLATFORM, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT IT WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.**
- g. **MAXIMUM LIABILITY FOR DIRECT DAMAGES. IN NO EVENT SHALL LISTING MYCRANE'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE AGREEMENT CONCLUDED BY A SUPPLIER AND A CUSTOMER VIA THE PLATFORM, WHETHER ARISING OUT OF OR RELATED TO BREACH OF THE AGREEMENT CONCLUDED BY A SUPPLIER AND A CUSTOMER VIA THE PLATFORM, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO LISTING SUPPLIER PURSUANT TO THE AGREEMENT CONCLUDED BY A SUPPLIER AND A CUSTOMER VIA THE PLATFORM OR \$5,000, WHICHEVER IS LESS.**

11. Other provisions

- a. This Agreement is an agreement between the User and the Organization regarding the use of the services of the Organization's Website and replaces all previous agreements between the User and the Organization.
- b. This Agreement is governed by and interpreted in accordance with the laws of the United States and, particularly, the State of Texas. Issues not regulated by this Agreement are subject to resolution in accordance with the legislation of the United States. All possible disputes arising from the relations regulated by this Agreement shall be resolved in accordance with the procedure established by the current legislation of the United States and the State of Texas. Throughout the text of this Agreement, unless explicitly stated otherwise, the term "legislation" means the laws, rules, or regulations of the United States, the State of Texas, and any other applicable laws.
- c. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability does not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal, or unenforceable, the Parties



shall negotiate in good faith to modify this Agreement to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

d. No waiver under this Agreement is effective unless it is in writing, identified as a waiver to this Agreement, and signed by an authorized Representative of the Party waiving its right. Any waiver authorized on one occasion is effective only in that instance and only for the purpose stated, and does not operate as a waiver on any future occasion. Neither of the following constitutes a waiver or estoppel of any right, remedy, power, privilege, or condition arising from this Agreement: (i) any failure or delay in exercising any right, remedy, power, or privilege or in enforcing any condition under this Agreement; or (ii) any act, omission, or course of dealing between the Parties.

e. Dispute Resolution.

i. Good faith Negotiations. In the event of a dispute arising out of or relating to this contract, including any question regarding its breach, existence, validity or termination, and including any non-contractual claims (whether in tort or otherwise) ("Dispute"), the parties shall endeavor to reach a resolution of the Dispute satisfactory to both parties. Either party may commence such process by requesting a meeting with the other party, which may take place in person, or remotely. Each party shall nominate a representative who shall meet to try to resolve the Dispute.

ii. Mandatory Mediation. If the Dispute is not resolved within 10 business days following the meeting between the parties' representatives, the Parties shall undertake to mediate the Dispute before an agreed upon mediator, with both parties to split the cost of the mediator. This mediation is mandatory.

iii. Binding Arbitration. If the Parties fail to resolve the Dispute within 30 days of the mediation, the Dispute shall then be resolved by final and binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Claims shall be heard by a single arbitrator. The place of arbitration shall be Houston, Texas. The arbitration shall be governed by the laws of the State of Texas. Pursuant to the Commercial Arbitration Rules, the arbitrators will have the authority to allocate the costs of the arbitration process among the parties, but will only have the authority to allocate attorneys' fees if a particular law permits them to do so. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties. The parties agree that failure or refusal of a party to pay its required share of the deposits for arbitrator compensation or administrative charges shall constitute a waiver by that party to present evidence or cross-examine witness. In such event, the other party shall be required to present evidence and legal argument as the arbitrator(s) may require for the making of an award. Such waiver shall not allow for a default judgment against the non-paying party in the absence of evidence presented as provided for above.