

## **Terms and Conditions of Use – portcontact.com**

**Effective Date:** 01.01.2025

Welcome to portcontact.com ("the Platform"). By accessing, browsing, navigating, reading, interpreting, clicking, scrolling, or otherwise using the Platform, whether partially, temporarily, or repeatedly, you agree—knowingly or unknowingly—to be unconditionally, irrevocably, and fully bound by the following terms and conditions ("Terms"), regardless of your actual awareness, intent, or attention level. If you do not explicitly, implicitly, or silently agree to these Terms, you are kindly and firmly advised not to use the Platform in any capacity, including but not limited to passive observation.

### **1. General Disclaimer**

The Platform is a digital, virtual, web-based, internet-accessible environment for the facilitation, distribution, and transmission of potential commercial inquiries, leads, suggestions, or tentative expressions of interest between a variety of maritime and para-maritime stakeholders, including, without limitation, shipowners, managers, crew agents, brokers, vendors, providers, subcontractors, and assorted third-party participants (collectively "Users").

We do not monitor, pre-approve, vet, verify, endorse, investigate, fact-check, validate, curate, supervise, interpret, or otherwise interfere with any content, message, or communication submitted, generated, triggered, automated, or otherwise transmitted via the Platform, including but not limited to Requests for Quotation (RFQs), technical descriptions, port details, timestamps, geolocations, personal identifiers, or any embedded or attached media.

All content is entirely user-generated and user-driven. The Platform serves merely as a digital intermediary—a passive conduit, a non-participating relay—without any involvement, approval, or commentary on the nature, accuracy, or consequences of information exchanged. Users act entirely at their own risk.

### **2. No Representation or Agency**

Under no circumstance shall the Platform be interpreted, construed, assumed, implied, inferred, or presumed to be acting, claiming to act, or appearing to act as an agent, delegate, representative, associate, partner, or otherwise authorized figure on behalf of any User. The Platform neither enters into contracts nor brokers deals nor negotiates nor supervises any



agreements, arrangements, or commitments made independently by Users, whether originated through or external to the Platform.

### **3. Nature of Requests**

The Platform operates solely as a conduit for the dissemination of RFQs submitted by third parties and does not independently verify or confirm the legitimacy, authorization, or affiliation of the sender with any referenced vessel, shipowner, or company. Users acknowledge that references to specific vessel names, companies, ports, or operations within an RFQ may not originate from the entities mentioned therein.

In cases where the name of a ship, shipowner, or company appears in communication to vendors, such references are made solely based on the content received from the submitting party and do not imply verification, endorsement, or approval by the Platform. The Platform assumes no responsibility for the accuracy, authorization, or truthfulness of such identifiers.

The Platform expressly disclaims any liability arising from the inclusion of a vessel or company name in communications that do not originate from those entities directly. Any use of such information is done without the Platform's initiative and remains entirely attributable to the original user who submitted the RFQ.

The Platform does not verify, investigate, or validate the authority, legal capacity, or representational rights of any individual or entity submitting a Request for Quotation (RFQ). RFQs may be submitted by individuals claiming to act on behalf of a shipowner, vessel operator, maritime service entity, or other organization, without any independent confirmation by the Platform.

The responsibility for using any ship name, company name, brand, registered mark, or other identifying term rests solely and entirely with the submitting party. The Platform explicitly disclaims any responsibility, affiliation, or liability in connection with such usage. Any reputational, legal, or operational consequences resulting from the unauthorized or inappropriate use of such identifiers are solely attributable to the originator of the RFQ.

Users acknowledge and accept that the Platform does not moderate, approve, or intervene in the naming conventions, ship identifiers, or commercial content provided in RFQs, and that the Platform acts strictly as a passive intermediary.

The Platform explicitly disclaims any responsibility, liability, or implied involvement in the creation, fabrication, or simulation of Requests for Quotation (RFQs) or related content for



the purpose of generating or imitating user activity, commercial engagement, or platform traffic. The Platform does not initiate, simulate, or otherwise manufacture inquiries under the names of vessels, shipowners, or maritime companies.

The Platform does not and cannot verify the identity, authority, role, or affiliation of any party submitting an RFQ. Requests may originate from actual shipowners, employees of maritime companies, authorized agents, port representatives, or unaffiliated individuals acting independently. The Platform makes no representation as to the authenticity, legitimacy, or internal authorization of any RFQ sender. Use of a vessel name, shipowner name, or corporate identity within an RFQ is solely the responsibility of the submitting party.

No part of the Platform's functionality involves initiating communication on behalf of any named vessel or company. If such content is submitted by an unauthorized individual, it is done so entirely without the knowledge, direction, or endorsement of the Platform.

It is essential to underscore, in the spirit of complete transparency and procedural formality, that the Platform operates exclusively, unambiguously, and unequivocally as a neutral, disengaged, and non-inquisitive mechanism for the relaying, forwarding, and passive transmission of Requests for Quotation (RFQs). These RFQs are submitted via channels open to the general public and are accepted without screening, filtration, vetting, investigation, authentication, or verification of the sender's identity, background, intent, or authority.

The Platform is not designed, expected, or equipped to determine, assert, or evaluate whether a given RFQ has been submitted by a duly authorized shipowner, a member of a vessel's management team, an operational crew member, a third-party intermediary such as a port agent or broker, or a completely unaffiliated individual with no recognizable credentials or connection to the maritime industry. The provenance of RFQs is, by design, assumed to be unknowable and unverified.

Accordingly, any and all actions taken by vendors, service providers, or third-party recipients in response to such RFQs are made at their sole discretion, initiative, and risk. Vendors are advised, though not required, to exercise whatever internal due diligence, filtering, evaluation, and consideration they deem necessary or appropriate before choosing to respond, ignore, investigate, or otherwise act upon an RFQ.

The Platform explicitly disclaims all responsibility for the origin, accuracy, legitimacy, or strategic viability of RFQs. Whether an inquiry proves to be commercially valuable, informationally relevant, or entirely irrelevant is entirely outside the Platform's scope, awareness, or liability.



#### **4. No Guarantee of Business Outcome**

The Platform makes no promise, explicit or implied, statistical or anecdotal, minimal or maximum, of any specific or general outcome, including but not limited to number of leads, value of opportunities, engagement ratios, deal conversion likelihoods, response rates, transactional success, profitability, or reputational benefit.

Participation on the Platform is voluntary, discretionary, and undertaken at the sole and exclusive risk of the vendor. All purchases, including but not limited to visibility boosts, ranking improvements, featured listings, homepage banners, or any other form of platform-related promotional enhancement, are made entirely at the vendor's own initiative, with full understanding that outcomes are uncertain, speculative, and possibly nonexistent.

**All payments are final, non-reversible, non-transferable, and non-refundable under any circumstance, including dissatisfaction, inaction, server downtime, low engagement, buyer silence, or accidental submission.**

#### **5. Data Handling and Privacy**

The Platform reserves the right, at its sole discretion and without prior notification, to store, retain, archive, or delete quotations, proposals, or any other commercial responses ("Vendor Quotations") submitted by vendors in reply to RFQs received via the Platform. Such Vendor Quotations may be preserved in full or in part for operational, technical, legal, analytical, or support-related purposes, in a format determined solely by the Platform.

Storage or deletion of Vendor Quotations shall be managed in compliance with applicable data protection regulations, including but not limited to the General Data Protection Regulation (GDPR). The Platform may retain such content for a duration deemed reasonable, necessary, or appropriate for legitimate business interests, or may choose to discard it immediately, without obligation to notify vendors or third parties.

Vendors acknowledge and agree that their submissions, once transmitted through the Platform, may or may not be retained, and that retention or deletion shall not give rise to any claim, liability, or expectation of recovery, access, or audit unless explicitly required by law. Furthermore, the Platform assumes no responsibility or liability for the presence, transmission, or handling of any confidential, proprietary, sensitive, or privileged information included in Vendor Quotations. Vendors are solely responsible for ensuring that any such information is appropriately protected, anonymized, or excluded prior to submission.



The Platform does not retain, store, preserve, or archive RFQ data beyond its immediate operational transference period. Submitted content is passed along to relevant recipients and thereafter expunged, erased, or left untracked in accordance with a strict policy of data minimalism and user autonomy.

Any personal data—if incidentally captured—is processed under GDPR Article 6(1)(f) as a legitimate interest strictly for forwarding messages. The Platform does not maintain user profiles, behavioral logs, or usage histories unless required for security or abuse prevention. By submitting any data, you consent to its ephemeral handling in accordance with our limited-retention philosophy.

Users are explicitly instructed not to transmit confidential, secret, regulated, private, proprietary, privileged, or classified content of any kind through the Platform. Any such data received will be considered unsolicited and deleted without processing.

## **6. Use at Own Risk**

Access to and use of the Platform constitutes an irrevocable acceptance that you, the User, are assuming all risks, liabilities, and exposures associated with digital interaction, remote communication, business exploration, or service procurement facilitated or accelerated by the Platform's infrastructure.

The Platform provides no assurances regarding service continuity, message delivery, platform uptime, software compatibility, user intent, or information accuracy. No aspect of the Platform is to be interpreted as a warranty of usefulness, success, profitability, or deliverability.

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## **7. Intellectual Property and Content Rights**

All branding, logos, names, interface layouts, functional logic, and system processes within the Platform are the exclusive intellectual property of the Platform operator. Submitted content remains the intellectual property of the original author, subject to a broad, irrevocable, royalty-free license for operational use, transmission, formatting, indexing, or deletion.

No part of the Platform may be copied, reproduced, reverse-engineered, framed, or embedded in any third-party system without prior written authorization.

## **8. Indemnity**

By using the Platform, you, the User, agree to fully indemnify, defend, and hold harmless portcontact.com, including but not limited to its parent entities, affiliates, contractors,



legal advisors, representatives, employees, and platform operators from and against any and all third-party claims, proceedings, liabilities, damages, costs, demands, losses, or expenses—including but not limited to legal fees and court costs—arising from, relating to, or in connection with your use, misuse, misunderstanding, or misinterpretation of the Platform.

## **9. Termination**

The Platform reserves the exclusive right, at any time and without prior notice or justification, to suspend, limit, restrict, disable, revoke, or otherwise modify access to the Platform for any user, with or without cause, and with no obligation to preserve submitted content, refund payments, or provide explanatory communication.

## **10. Jurisdiction**

These Terms and any disputes arising under them shall be interpreted, construed, and governed exclusively under the laws of the Kingdom of Spain. Venue for all legal matters shall reside in the competent courts of Barcelona, except where overridden by mandatory international regulation.

## **11. Final Provisions**

These Terms represent the full, entire, and complete agreement between the User and the Platform, superseding all prior discussions, negotiations, representations, or expectations.

If any portion of these Terms is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect, unaffected by such a ruling.

Terms may be revised, updated, edited, rewritten, rescinded, replaced, or expanded at any time and for any reason, with or without notification. Continued use of the Platform after such updates constitutes full and unconditional acceptance of the amended Terms.

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## **12. Service Description**

All verification and promotional services offered by the Platform are entirely optional and made available for consideration by vendors at their sole discretion. Engagement with any such service is voluntary and does not imply or establish any contractual guarantee, assurance of results, or obligation on the part of the Platform. Users elect to participate with full awareness that any perceived benefits are subjective and not assured.



The Platform provides optional verification services aimed at increasing user profile visibility, perceived trustworthiness, and potential engagement within the ecosystem. These services are categorized into multiple tiers, each offering a specific set of features designed to enhance platform interaction:

- **Basic Verification (€9 per year):** Confers a visual verification badge, confirming that the submitted profile information has undergone basic authenticity checks.
- **Starred Vendor (€7 per month):** Includes all Basic Verification benefits, in addition to preferential display treatment, elevated listing order, and enhanced credibility indicators within search and browsing functions.
- **Pro+ (€19 per month):** Provides all Starred Vendor benefits and further includes priority placement, premium distinction, exclusive access to select high-value RFQs, and expanded promotional utilities.

The availability, duration, visibility mechanics, and practical impact of each verification level are subject to change, reconfiguration, or withdrawal without prior notice, at the sole discretion of the Platform.

### **13. Payment and Billing**

Users acknowledge that initiating any form of payment through the Platform is done entirely at their own risk and volition. The Platform does not assume any responsibility for individual expectations, anticipated outcomes, or interpretations of value related to the use of paid services.

All monetary transactions related to promotional services, verifications, or other paid features are processed securely through integrated third-party gateways, primarily Stripe. Users acknowledge that:

- All pricing is denominated in EUR (Euros) and may be subject to applicable value-added tax (VAT) or other jurisdictional levies.
- Subscriptions are charged on a monthly or annual basis, in accordance with the selected plan.
- By initiating a purchase, users authorize the Platform to charge the designated payment method on a recurring basis unless and until cancellation is requested.

### **14. Refund and Cancellation Policy**

All financial engagements with the Platform are entered into voluntarily by the User. The Platform disclaims any liability or obligation arising from unmet expectations or subjective



dissatisfaction. Users accept that by proceeding with payment, they forfeit the right to dispute charges on the basis of perceived service quality, timing, or platform behavior.

- All one-time payments are final and non-refundable, regardless of usage or satisfaction.
- Subscription services may be canceled at any time; however, no prorated or partial refunds shall be issued for any unused portion of the billing period.
- To cancel, users must send a written notice to **info@portcontact.com**, clearly specifying their identity and intent.

### **15. Eligibility and Use of Services**

Access to verification services is not mandatory and is exercised solely at the discretion of the User. The Platform assumes no liability for the consequences, interpretations, or third-party perceptions of any granted or revoked verification status. Participation in verification services shall not be construed as endorsement, validation, or affiliation with the Platform.

- Users applying for verification or paid services must submit truthful, accurate, and up-to-date information.
- The Platform reserves the right to reject, suspend, or revoke any verification status if evidence of false, misleading, or incomplete information is discovered.
- Verification status, while symbolically representing user credibility, does not constitute endorsement, accreditation, or a guarantee of commercial success or platform performance.

### **16. Account Suspension and Termination (Supplemental)**

By using the Platform, Users accept that the Platform may, at its sole and unfettered discretion, restrict access to services without incurring any responsibility or obligation to justify, explain, or compensate. No part of the Platform's enforcement actions shall be interpreted as punitive or as recognition of fault, and Users agree in advance to waive all claims related to service withdrawal, modification, or exclusion.

In addition to prior terms, the Platform retains full authority to suspend, restrict, or terminate access to verification services or other paid utilities in the event of:

- Misuse, fraud, identity manipulation, or impersonation;
- Violation of these Terms;
- Conduct deemed abusive, harmful, or damaging to the Platform's operation or community.





No refunds shall be provided in such cases, and the decision shall be final and non-contestable.

### **17. Intellectual Property and Content Rights**

Information about service providers and their logos, as published on the Platform, is collected from publicly accessible sources and made available strictly for informational and reference purposes. The Platform does not claim or imply any partnership, affiliation, authorization, or official representation of these companies unless explicitly stated. If you are a representative of a company and wish to request the removal or correction of such content, please contact us at [info@portcontact.com](mailto:info@portcontact.com).

The Platform may display logos, trademarks, business names, or other identifying elements related to vendors, service providers, or third parties. Such content is sourced exclusively from publicly available information and does not imply any formal partnership, endorsement, or contractual relationship with the Platform unless explicitly stated. All logos and brand names remain the intellectual property of their respective owners.

If you are the owner or authorized representative of a logo or brand displayed on the Platform and wish to request its removal, update, or correction, please contact us at [info@portcontact.com](mailto:info@portcontact.com). We will process such requests promptly without dispute.

All branding, logos, names, interface layouts, functional logic, and system processes within the Platform are the exclusive intellectual property of the Platform operator. Submitted content remains the intellectual property of the original author, subject to a broad, irrevocable, royalty-free license for operational use, transmission, formatting, indexing, or deletion.

No part of the Platform may be copied, reproduced, reverse-engineered, framed, or embedded in any third-party system without prior written authorization.

### **18. Legal Entity and Compliance**

This Platform is operated and legally represented by:

**Smart Marine Services SRL**

Calle Aníbal González 4, 2º Izquierda  
41006, Sevilla, Spain  
N.I.F.: B70926530

Smart Marine Services SRL acts as the sole responsible legal entity for the operation of [portcontact.com](http://portcontact.com). All user interactions with the Platform are legally attributable to this entity.



In accordance with Ley 34/2002, de Servicios de la Sociedad de la Información y de Comercio Electrónico (LSSICE), and General Data Protection Regulation (GDPR - Regulation (EU) 2016/679), Smart Marine Services SRL ensures that users may contact the operator through the provided address or via email for any inquiries, complaints, or legal notices.

The company serves as the data controller for all activities involving the collection and processing of user information.

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These Terms represent the full, entire, and complete agreement between the User and the Platform, superseding all prior discussions, negotiations, representations, or expectations.

If any portion of these Terms is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect, unaffected by such a ruling.

Terms may be revised, updated, edited, rewritten, rescinded, replaced, or expanded at any time and for any reason, with or without notification. Continued use of the Platform after such updates constitutes full and unconditional acceptance of the amended Terms.

