

ShipEcharter Terms and Conditions

General Terms and Conditions for Users

Please read these terms and conditions before using the ShipEcharter Portal. These T&C's tell you the terms of use under which you access the ShipEcharter Portal either as a registered user or a guest which includes accessing, browsing or registering use of our Service. By using this Portal, you confirm acceptance of these terms and agree to comply with them. If you do not agree to these T&C's, please do not register for this Portal.

1. Definitions

1.1 The following terms have the following meanings:

Algorithm and Analytical Services (AAS) means the services provided by ShipEcharter in analysing and / or aggregating Data provided by the Parties to create Foreground Matching Data.

Broker means the person who acts on behalf of either the Ship Owner or Cargo Owner or both to facilitate the carriage of cargo from Cargo Owner on board the ship of a Ship Owner. Broker compensation is managed outside the purview of this Portal, although same may be referenced by either Ship Owner or Cargo Owner purely to form part of the commercial consideration of the fixture.

Cargo Owner means the entity who requires the Ship Owner to contract services for the carriage of his / her goods as per the mutually agreed terms of carriage of the goods outside the purview and scope of this Portal.

Company means ShipEcharter

Confidential Information means confidential, proprietary and commercially-sensitive information (irrespective of the form or the manner in which the information is disclosed, or the time of such disclosure) including information which:

- (a) is identified as confidential or ought to have been known to be confidential;
- (b) relates to a Provider or Recipient; and
- (c) but does not include information which is in, or comes into, the public domain other than by a breach of this agreement, or which is independently known to the other party as evidenced by its written record.
- (d) the parties agree by default of participating on this portal, certain confidential information may be shared as dictated by the choices provided to the Parties involved at the time of uploading this information.

Force Majeure Event means any act, event or cause including earthquakes, cyclones, floods, fires, lightning, storms or other acts of God, strikes or industrial disputes, riots, terrorist acts, civil disturbances, breakages of machinery, or industrial conditions, or arising out of any other unexpected and exceptional cause including pandemics, dispositions or orders of governmental authority, which:

- (a) directly or indirectly results in a party being prevented from or delayed in performing any of its obligations under these terms; and

(b) is beyond the reasonable control of that party.

Foreground Matching Data means all such Data or information that is arrived at, generated and / or created through ShipEcharter carrying out its AAS on the Data to produce Matches for the exclusive use of its Users.

Party means Ship Owner, Cargo Owner or Broker

Principal means ShipEcharter

Privacy Laws means the Privacy Act 1988 (Commonwealth) or any other applicable laws relating to the collection of personal information (as that term is commonly defined) as may be applicable in the jurisdiction where such personal information is collected.

Portal and/or Website means the platform designed and launched by ShipEcharter.

Ship Owner means the carrier who either owns or operates a ship engaged by the Cargo Owner to provide the carriage of cargo under the COGSA Rules.

Subscription Charge means the fee payable to the Portal Owner by Ship Owner, Cargo Owner or Broker for the use of the Portal.

Services means : (a) access to the Website; (b) a licence to use the Software; (c) creation of and access to Foreground Data (where relevant); (c) Data Aggregation and Analytics Services; and/or (d) the subscription services provided by the Company to you under these Terms via the Portal Website or any other website notified to you by the Company from time to time.

Terms means these general terms and conditions.

User denotes Ship Owner or Cargo Owner or Broker and their representatives

User Data means the data, content and/or information provided by you and/or your Authorised Users to the Company, and/or such of the User's or the Authorised Users' data, content and/or Information that the Company gains access to : (a) in the course of your or your Authorised Users' use of the Services; and/or (b) whether by you and/or your Authorised Users sending such or uploading such data, content and/or information to the Services, or otherwise. Without limiting the generality of the foregoing, User Data includes but is not limited to any portal alerts and all emails /notification of the Users and/or its Authorised Users' emails, including the contents therein, that the User provides the Company with access to.

1.2 In this Agreement, unless otherwise indicated by the context:

- (a) words importing the singular include the plural and vice versa;
- (b) headings are for convenience only and do not affect interpretation of this Agreement;
- (c) a reference to a clause, paragraph or schedule is a reference to a clause, paragraph or schedule of this Agreement;
- (d) where any word or phrase is given a definite meaning in this Agreement, any part of speech or other grammatical form of that word or phrase has a corresponding meaning;
- (e) a reference to a statute, statutory provision or regulation includes all amendments, consolidations or replacements thereof;

- (g) a reference to a party to a document includes that party's authorised representatives, successors and permitted assigns;
- (h) a covenant or agreement on the part of or for the benefit of two or more persons binds or benefits them jointly and severally:
- (i) a reference to a body, whether statutory or not:
 - (i) which ceases to exist; or
 - (ii) whose powers or functions are transferred to another body, is a reference to the body which replaces it or which substantially succeeds to its powers or functions; and
- (j) including and similar expressions are not words of limitation.

2.0 **Broker Terms & Registration**

- 2.1 These Terms shall apply between ShipEcharter / Dev Global Logistics Services (ABN 563 807 899 75 and the Broker engaged to use the services of the Portal for ship chartering matching & fixing purposes.
- 2.2 The Broker must register and set up a profile on the Site to post and receive potential ship matches and fixing opportunities. The Broker is responsible for maintaining the confidentiality of its profile password and registration and is fully responsible for all activities that occur under the Broker's profile. The Broker agrees to immediately notify ShipEcharter / Dev Global Logistics Services of any unauthorised use of the profile or any other breach of security.
- 2.3 Prior to being considered for engagement on the portal and/or having its registration to the portal accepted, the Broker must satisfy certain minimum requirements and provide certain information. This includes:
 - (a) the Broker's details, including their registered address and nominated Single Point of Contact (SPOC);
 - (b) their bonafide evidence or business registration and
 - (c) any additional information and documentation required by ShipEcharter / Dev Global Logistics Services.
- 2.4 ShipEcharter / Dev Global Logistics Services reserves the right to request additional and/or updated information from the Broker at any time and the Broker will promptly provide such information.
- 2.5 ShipEcharter will verify registrations and reserves the right to prohibit without reason the creation of a Site profile or delete it. ShipEcharter is under no obligation to accept a Broker's registration on the Site and reserves the right, in its sole and absolute discretion, to reject a Broker's request for engagement, including where the Broker does not satisfy the minimum requirements set out above.
- 2.6 The Broker warrants and represents that any and all information provided by it to ShipEcharter is relevant, accurate, complete and current information.
- 2.7 We may, on notice to the Broker, vary these Terms. The Broker's continued usage of the portal following any changes indicates the Broker's acceptance of the changes.

2.8 Compliance with legal requirements

The Broker must:

- (a) comply with all applicable Laws; and
- (b) have all necessary permits.

2.9 ShipEcharter takes no responsibility for any legal requirements of the Broker's operations within or external to this portal.

3.0 **Warranties**

The Cargo Owner, Ship Owner and Broker individually and independently represents and warrants that:

- (a) it has the full power and authority to enter into and perform its obligations under this Agreement and to carry out the transactions and services contemplated by this Agreement;
- (b) there are no pre-existing rights or obligations which would prevent it from complying with its obligations under this Agreement;
- (d) it will comply with all applicable laws, codes, and regulations (including the international codes and regulations such as the IMDG, SOLAS and other related requirements); and
- (e) it will retain all documents or records in any manner required by any applicable laws, codes, and regulations.
- (f) Subject to any express warranties in this Agreement but otherwise to the fullest extent permitted by law, ShipEcharter expressly exclude all warranties, conditions and representations in whatever form, relating to the Portal Services, including any warranties or representations relating to performance, quality or fitness for use.
- (g) You acknowledge and agree that the Services (including all Contents therein) are provided on an "as is" and "as available" basis, with all faults, and ShipEcharter disclaims all warranties and makes no warranty of any kind, whether express or implied (statutory or otherwise), including but not limited to warranties on the merchantability, sufficiency, quality and fitness for a particular purpose of the Services. ShipEcharter further makes no warranty that the Services do not infringe the rights (including Intellectual Property Rights) of any party. Subject to the foregoing, you wholly assume all risks in your access and use of the Services. Hence, ShipEcharter does not warrant, and excludes all liability in respect of:
 - (i) the accuracy, completeness, fitness for purpose or legality of any information published by the Company through the Services, or that is communicated to you relating to the Services;
 - (ii) the Services (including any Contents therein) in respect of their quality, usability, fitness for purpose or any other aspect thereof; and
 - (iii) any of the information, data, materials or facilities contained or incorporated in or on the Services, and/or the accuracy of the same.
- (h) ShipEcharter disclaims any warranties regarding security, reliability, timeliness, and performance of the Services. You further understand and agree that your access and use of the Services are at your own discretion and risk and that you will be solely responsible for

any loss or damages to your mobile device system or computer or loss of data that results from the access and use of the Services.

- (i) Save as otherwise expressly provided for in these Terms, ShipEcharter makes no guarantee, representation or warranty whatsoever that: (a) the Services (including any Contents therein) will be error free; (b) you will be able to access the Services or that the Services access will be uninterrupted; (c) the Services will meet your requirements or be fit for your purposes, whether or not such requirements or purposes have been informed to the Company or otherwise; and/or (d) any information (including Foreground Data) provided via the Services is accurate.
- (j) You acknowledge that your access of the Services presents the possibility of human and machine errors, inaccuracies, omissions, delays, and losses, including the inadvertent loss of data which may give rise to loss or damage suffered by you, and you agree and undertake that you shall not hold ShipEcharter liable in any way whatsoever for the said loss or damage. You fully assume all risks and responsibility for your reliance on the Contents or Foreground Matching Data and ShipEcharter makes no warranty/representation in relation to the accuracy of such Contents or Foreground Matching Data.
- (k) To the extent permitted by law, you agree that ShipEcharter shall not be liable to you in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever and whatever the cause thereof, for any: (a) loss of your data whatsoever; (b) indirect, consequential, collateral, special or incidental loss or damage suffered or incurred by you in connection with the Services (including any Contents contained therein) and/or your User Accounts, including but not limited to your access and use of the same. For the purposes of this clause, indirect or consequential loss or damage includes, without limitation, loss of existing or anticipated revenue or profits, anticipated savings or business, loss of data or goodwill, business interruption, loss of use or value of any equipment including software, claims of third parties, and all associated and incidental costs and expenses.
- (l) Where ShipEcharter's liability is not expressly excluded under these Terms or under any applicable law, ShipEcharter's liability to you in contract, tort (including negligence) or otherwise howsoever and whatever the cause thereof, arising by reason of or in connection with these Terms, the Services (including the Contents therein), shall be limited to USD \$10,000.
- (m) Notwithstanding anything that may be to the contrary, no action may be brought by you against ShipEcharter, under these Terms and/or the Services, more than one (1) year after the cause of action arose. For the avoidance of doubt, this limitation shall not apply to claims by ShipEcharter against you.
- (n) ShipEcharter assumes no responsibility for the activities or conduct of other users of the Services.
- (o) ShipEcharter makes no guarantee nor warranty on any uptimes of the Services and you further acknowledge that the Services may be subject to maintenance at the discretion of ShipEcharter during which access to or use of the Services is not possible.

4.0 **Indemnity**

The Cargo Owner, Ship Owner and Broker individually and independently indemnifies and keeps indemnified ShipEcharter, its officers, employees and agents (Indemnified Parties) in a damage, loss, cost, expense, liability, fine, penalty, sanction or legal expenses (on a full

indemnity basis) incurred or suffered by the Indemnified Parties as a result of the Ship Owner's, Cargo Owner's and or Broker's:

- (a) act or omission;
- (b) breach of any terms of this Agreement; and/or
- (c) breach of any applicable law, code, or regulation (including the international codes and regulations such as the IMDG, SOLAS and other related requirements)

5.0 **Liability of the Principal**

5.1 To the extent permitted by law, ShipEcharter will not be liable to the Cargo Owner, Ship Owner and /or Broker or any other person who uses this Portal for any damage, loss, cost, expense, liability, fine, penalty, sanction or legal expenses:

- (a) arising from or caused by the injury, illness or death of any person; and/or
- (b) any other loss or damage of any kind, however caused and whether direct or consequential, including, but not limited to, negligence or breach of contract by ShipEcharter, its employees, subcontractors or agents, that arises in whole or in part from, or in connection with, any services provided by ShipEcharter, including any outages or portal downtime.

5.2 To the extent permitted by law ShipEcharter is not liable to the Cargo Owner, Ship Owner and/or Broker or any other person who uses this Portal, whether such liability is based on breach of contract, tort (including negligence), statute or otherwise for any economic loss, loss of revenue, loss of production, loss of profits, loss of income, loss of markets, loss of reputation, loss or impairment of goodwill, loss of business, loss of customers, loss of an opportunity or chance, loss of value, loss of use, loss of anticipated savings, increased costs of work or materials, or any consequential, indirect, incidental, punitive or special loss of any kind, or the cost of defending and settling any claim or any other form of indirect and/or consequential loss or damage arising from any act or omission of ShipEcharter under this Agreement.

5.3 ShipEcharter's aggregate liability in connection with this Agreement whether in contract, tort (including negligence), statute or otherwise will not exceed the annual subscription charges paid by the Ship Owner, Cargo Owner or Broker in the 6 months preceding any claim for any such liability.

6.0 **Force majeure**

Neither Party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in performance of any of its obligations under this agreement due to a Force Majeure Event.

7.0 **Insurance**

7.1 The Cargo Owner, Ship Owner and Broker must take out and maintain an insurance cover that is common industry practice and reasonable with respect to each ship fixture, including Charterer's Liability and Hull & Machinery cover as applicable.

7.2 Upon request, the Cargo Owner, Ship Owner and /or Broker must provide certificates of currency of the relevant insurance policy as outlined in 9.1 above.

8.0. Data privacy

- 8.1 All Parties will comply with all applicable Privacy Laws, including with regard to the use, disclosure, storage and processing of any Customer personal information.
- 8.2 All Parties agree and undertake to allow sharing of information and user data uploaded through the Portal in accordance with the design controls built in for each user. All data uploaded through the Portal will be solely shared for the purpose of fulfilling the functionality of the Portal to its users and at all times in accordance with ShipEcharter's Privacy Policy stated herein.
- 8.3 All Parties hereby grant(s) to ShipEcharter a non-exclusive, assignable, transferable, sublicensable, worldwide, perpetual, unfettered and irrevocable right and licence to : (a) use, store, reproduce, execute, display, publish, perform, process, copy, modify, distribute, adapt, deal in and create derivative works from, the Parties Data or any part thereof, for the purposes of this agreement and/or any other purposes whatsoever as determined by ShipEcharter; (b) generate or create the Foreground Matching Data : (1) from and/or using the Parties Data or any part thereof; and/or (2) by the Company applying its AAS to such Customer Data; and/or (c) commercialize and/or exploit the Parties Data or any part thereof.
- 8.4 ShipEcharter is under no obligation whatsoever to seek any further permission or to account to you, whether in royalties or fees or otherwise, in ShipEcharter's exercise of the right and licence granted to it under clause 10.3, and you shall not be entitled to receive any fees or compensation from ShipEcharter in ShipEcharter's commercialization, use or exploitation of the Parties Data and/or of the Foreground Matching Data.
- 8.5 You warrant that you are the proprietor/owner of the Parties Data and any IP therein and that you have the right and authority to grant the right and licence under clause 10.3 to ShipEcharter.
- 8.6 Subject to clause 10.3, you shall remain the owner of the Parties Data and you shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Parties Data.
- 8.7 You acknowledge and agree that even though the Foreground Matching Data is derived from or may contain Parties Data, ShipEcharter is neither bound to you nor obliged, to keep such contents or data in the Foreground Matching Data confidential and ShipEcharter therefore may commercialize, make public and exploit the Foreground Matching Data in any way ShipEcharter deems fit. Without prejudice to the generality of the foregoing, you warrant that all Authorised Users have given their consent and agreement to ShipEcharter gaining access to, using, commercializing and/or exploiting their content and data (including in their emails), that ShipEcharter gains access to in the course of : (a) providing the Services; and/or (b) you or the Authorised Users using the Services, in ShipEcharter exercising the licence or carrying out the activities pursuant to clause 10.3
- 8.8 You shall archive and create backups of the Parties Data so that should the Data be lost or damaged in any way, you will still have the archived and backup copy of the Data to restore the Data. In the event of any loss or damage to Data caused by the actions or omissions of ShipEcharter or when Data is in the technology platform for the Services, your sole and exclusive remedy against ShipEcharter shall be for ShipEcharter to use reasonable commercial endeavours to restore the lost or damaged Data from the latest back-up of such

Data maintained by you and provided by you. ShipEcharter shall not be responsible for any loss, destruction, alteration or disclosure of Data caused by any third party.

9.0 **Data Security**

9.1 While ShipECharter offers no warranties pursuant to Clause 5 (f) of this agreement for use of the Portal, ShipEcharter will host the Portal through world class Cloud Services provider Amazon Web Services (AWS) who manages the complete security of the Cloud. AWS global infrastructure including hardware, software, networking and associated facilities is protected through their own security protocol including the best available technology.

10.0. **Confidentiality**

10.1 Each party must keep all Confidential Information confidential and use such information for the sole purpose of performing the obligations under this agreement.

10.2 Neither party may use or disclose the Confidential Information except:

- (a) to that party's employees or advisers on a need-to-know basis and that party must ensure that such persons understand and comply with the obligations imposed by this agreement;
- (b) as required by law, subject to that party notifying the other party immediately if that party becomes aware that such disclosure may be required; or
- (c) with the other party's prior written consent.

11.0 **Dispute resolution between Parties or Users**

11.1 Any party who claims to have a dispute against another party must be handled outside this Portal.

12.0. **General**

12.1 Nothing in this Agreement will be taken as giving rise to a relationship of employment, agency, partnership or joint venture. Except as otherwise provided in this Agreement, the parties acknowledge and agree that neither party will have any authority to bind the other party or to enter into an agreement in the name of the other party.

12.2 This Agreement contains the entire understanding between the parties concerning the subject matter of the agreement and supersedes all prior communications.

12.3 The failure of either party to enforce any provisions under this Agreement will not waive the right of such party thereafter to enforce any such provisions.

12.4 If any term or provision of this Agreement is held by a court to be illegal, invalid or unenforceable under the applicable law, that term or provision will be severed from this agreement and the remaining terms and conditions will be unaffected.

12.5 Unless otherwise expressly set out under this Agreement, the Party may not assign, transfer or otherwise deal with this agreement or any right under this agreement without the prior written consent of the other party, which must not be unreasonably withheld.

12.6 Any warranty, indemnity, or obligation of confidentiality in this agreement will survive termination. Any other term which by its nature is intended to survive termination of this agreement survives termination of this Agreement.

12.7 Parties to this Agreement shall ensure that their employees who are granted access to this Portal shall abide by the terms and conditions of this Agreement.

13. Fees and Payment

13.1 All amounts due to ShipEcharter are payable in United States dollars.

13.2 Subscription Fees are payable by the Users as follows:

(a) For new users, access will be granted once funds have been received into ShipEcharter Bank Account

(b) within 28 days prior to expiry of the Annual Subscription of the previous year, unless otherwise agreed between the parties;

(b) to the bank account nominated by ShipEcharter on the invoice;

(c) All amounts payable are inclusive of GST payable in Australia where applicable.

13.3 If the User wishes to raise a genuine dispute about an invoice the customer must notify ShipEcharter of the dispute before the Due Date.

13.4 If any undisputed fees are not paid in full by the Due Date then, without limitation to its rights, ShipEcharter may charge interest on the late payment at the rate of 2% per month (or the highest amount permitted by law) and /or deny access to the Portal until all dues are settled and paid.

13.5 The Subscription Term shall commence on the date you subscribe for the Services and shall continue until terminated in accordance with these Terms.

13.6 ShipEcharter may amend or modify all or part of the Services (including any of its Contents) at any time.

13.7 ShipEcharter has the right to and you acknowledge that ShipEcharter can: (a) withdraw any information, data, product, service or Content forming a part of the Services; or (b) immediately suspend, withdraw or terminate : (i) your User Accounts (if applicable); (ii) your access and use of the Services; (iii) the Licence; and/or (iv) this agreement entered into between you and ShipEcharter based on these Terms, at any time, without liability and without notice to you or any third party, for any or no reason whatsoever. You shall not hold ShipEcharter liable in any way whatsoever for any of the aforesaid. Without limiting the generality of the foregoing, in the event that your access and/or use of your User Account and/or the Services is in breach of these Terms, ShipEcharter has the right to immediately terminate your User Account (if applicable), your access and use of the Services, without notice and take all such action as it considers appropriate, desirable or necessary including but not limited to taking legal action against you.

13.8 Any termination or suspension of your User Account (if applicable) shall not entitle you to receive any compensation in respect of the termination.

13.9 You may terminate your use of the Services, and the User Accounts, at any time.

13.10 Any termination of this agreement (howsoever occasioned) shall not affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

14. **Restrictions & Responsibilities**

- 14.1 Users will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services (“Software”); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services); use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third. Company hereby grants Customer a non-exclusive, non-sublicensable license to use such Software during the Term only in connection with the Services. Licenses can be transferred between users when a user leaves the Customer or changes their responsibilities and another user in effect replaces this first user at the Customer as a part of ongoing business operations and duly authorised internally by the User. In the event of such a breach, your right to use our Service will cease immediately.
- 14.2 Users must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. Users must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. Users must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Cybercrime Act 2001. Company will report any such breach to the relevant law enforcement authorities and Company will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Service will cease immediately.
- 14.3 User understands and agrees that only person who is permitted to use a username and password is the person whom the username and password is assigned. Passwords must be kept confidential and not disclosed or shared with anyone else. If the Customer knows or suspects that someone else knows a user's username and password User should notify User Admin. If the Company believes that there is a breach of security or misuse of the service, we may require you to change your password or we may terminate your account.
- 14.4 User shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, “Equipment”). User shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of User account or the Equipment with or without User’s knowledge or consent.

15.0 **Invitations to Treat**

- 15.1 Unless otherwise expressly stated, nothing in the Services is intended to be, or shall be construed as, an offer by the Company for the provision of any goods or services, and shall be deemed to be invitations to treat only. Any information relating to any goods or services, that may be found on the Services is for informational purposes only and should not be taken as a warranty or representation with respect to such goods or services.

16.0 **Use of the Services**

- 16.1 Users are entitled to access and use the Services in accordance with these Terms.

16.2 Notwithstanding anything that may be to the contrary, the commencement date of the Services shall be at the absolute discretion of ShipEcharter.

16.3 ShipEcharter : (a) does not warrant that the Customer's use of the Services will be uninterrupted or error-free; or that the Services, Documentation and/or the information obtained by the Customer through the Services will meet the Customer's requirements; and (b) is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

17.0 **Intellectual Property**

17.1 Users acknowledge that the Company or third parties (as the case may be) own all rights, title and interest in and to the Services, the Contents therein, the Documentation and/or the Intellectual Property Rights in the Services, including without limitation the Software and any other software relating thereto, and you shall not do or permit any act which is directly or indirectly likely to prejudice the rights, title or interest of the said rightful owner(s) in and to any of the aforesaid. Unless otherwise expressly permitted by mandatory Applicable Laws, you agree not to modify, adapt, translate, prepare derivative works from, or decompile, reverse engineer, disassemble or otherwise attempt to derive source code from the Services. Without prejudice to the generality of the foregoing, you shall not use in any way and shall not reproduce any trade marks that are associated with the Company and/or that you have sight of when accessing and using the Services without the prior written consent of the Company. Except as expressly stated in these Terms, these Terms do not grant you any rights to, or in, patents, copyright, database right, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of the Services, the Software and/or the Documentation.

17.2 The copyright and all other Intellectual Property Rights in the Foreground Data shall: (a) vest in; (b) be wholly assigned to (where not already owned by the Company); and/or (c) be wholly owned by, the Company.

17.3 Users undertake at the request of the Company to do all acts and execute all documents which may be necessary to confer and/or confirm the title of the Company and ownership by the Company to the Foreground Data.

17.4 Users acknowledge that as the Company is the owner of the Foreground Data, the Company retains absolute discretion on how it chooses to use, commercialize or exploit the Foreground Data including licensing such Foreground Data to third parties for their use, and for the avoidance of doubt, Users have no right to any compensation or fees whatsoever arising from such use, commercialization and exploitation of the Foreground Data by the Company.

17.5 Users undertake that you shall not use and you shall not allow the use of, the Trade Mark in any of the following ways: (a) as part of any corporate or legal business name, which you are connected with, involved in or participating in; (b) in connection with any of your services or activities; (c) as part of any domain name, homepage, electronic address, metatag, or otherwise in connection with the Internet or a website, except with the prior written consent of the Company; and (d) with any prefix, suffix, or other modifying words, terms, designs, or symbols.

17.6 Users agree and undertake that: (a) all rights, title, interest and any goodwill in the Trade Mark, or any derivatives thereof, belong exclusively and wholly to ShipEcharter and that you shall not under any circumstances gain any right to or interest or goodwill in the Trade Mark or any derivatives thereof independently of ShipEcharter; and (b) you shall not register domain names associated with or including the Trade Mark, or any derivatives thereof, or any name that is confusingly similar to any of them including any visual or phonetic equivalent or other derivation thereof (hereinafter referred to as "Domain Names") and that ShipEcharter shall retain at all times all legal and beneficial rights, title and interest in the Domain Names.

17.7 Users shall not at any time, including in the event of a termination of the agreement entered into with you based on these Terms, use, adopt, register or apply to register, in any country, any name, corporate name, company name, business name, trading name, domain name, or trade mark which: (a) is identical, similar to, or is a colourable imitation of, the Trade Mark; (b) incorporates the Trade Mark, or is a combination or variation of the Trade Mark; or (c) is similar to any graphic, visual or phonetic representation of the Trade Mark.

18.0 Links to Third Party Content

18.1 Nothing in or on the Portal / Website shall be considered an endorsement, representation or warranty of or by ShipEcharter with respect to any third party or any third party's websites, content, products, services or otherwise. Without limiting the generality of the foregoing, the foregoing applies to any advertising content whether paid or unpaid, as well as links that may be provided in the Portal / Website or the contents available and accessible through the Website. Such links (if any) are provided solely as a convenience to you. You use such links to access third party content, websites or applications at your own risk. ShipEcharter makes no representations or guarantees regarding the availability or content (including its truthfulness, accuracy, completeness, timeliness or reliability) of such third-party content, websites or applications in respect of which links have been provided in the Website, nor with regard to broken links.

18.2 All Intellectual Property Rights to any and all such third-party content, websites or applications accessible through links contained on the Portal / Website belong to their respective owners. ShipEcharter does not claim to have any rights over the same and in no circumstances shall ShipEcharter be considered to be associated or affiliated in whatever manner with any such Intellectual Property Rights used or appearing on any and all such third party content, websites or applications accessible through links contained on the Portal / Website.

19.0 Links to this Portal / Website

19.1 Except as expressly set forth at clause 20.2, caching and links to (including deep linking), and the framing of the Portal / Website and/or any of the web pages therein are prohibited.

19.2 Linking to the home page: You may not link to the home page of the Portal / Website unless you first notify ShipEcharter in writing and obtain the prior written approval of ShipEcharter to do so.

- 19.3 Under no circumstances shall ShipEcharter be considered to be associated or affiliated in whatever manner with any Intellectual Property Rights used or appearing on websites that link to the Portal / Website and/or any of the web pages therein.
- 19.4 ShipEcharter reserves the right to disable any unauthorised links or frames and disclaims any responsibility for the content available on any other website that links to the Portal / Website.

20.0 Governing Law and Dispute Resolution

- 20.1 This Agreement is governed by, and construed in accordance with, the laws of New South Wales, Australia. The parties agree to submit to the non-exclusive jurisdiction of the courts of New South Wales, Australia.
- 20.2 All disputes arising out of or in connection with this Agreement, shall be resolved by arbitration according to the Rules of International Commercial Arbitration of the Arbitration and Mediation Centre of the Australian Chamber of Commerce in effect at the time of its initiation. The number of arbitrators will be one. The place of arbitration will be Sydney, Australia.

21.0 Contact Information

- 21.1 You may contact ShipEcharter at:
Suite 527, 1 Coronation Street
Hornsby NSW 2077
Australia
Tel: 612 7204 4815
Email: brian.devaraj@shipecharter.com
Email: support@shipecharter.com
PIC: Brian Devaraj
- 21.2 Any notice that ShipEcharter intends to provide you with may be done by posting the relevant notice on the Portal / Website and/or by sending any such notice to any contact information found on your website or that you may have provided ShipEcharter with. You are deemed to have received notice of the same upon ShipEcharter posting the relevant notice on the Portal / Website and/or by sending any such notice to any contact information found on your website or that you may have provided ShipEcharter with.