

## CONTAINERCHAIN TERMS OF USE

Containerchain Germany GmbH and its related companies (**Containerchain**) request that you carefully read, understand and agree to the following terms and conditions of use (**Terms of Use**) before you access and/or use our Website and/or Services. **Website** in these Terms of Use includes any webpages, microsites, mobile sites and includes the online empty container software owned by Containerchain. **Services** in these Terms of Use means all existing and future Containerchain products and services and includes Containerchain's hardware and software and mobile applications.

The words "we", "us", "our" or any of their derivatives refer to Containerchain. The words "you", "your", "yours" or any of their derivatives refer to the person using our Website and/or Services, or otherwise providing information to or communicating with us. These Terms of Use apply to and govern your use and access of your account ID, User ID and/or password (**Your Account Information**), as well as your access and/or use of the Website and/or Services.

Your access and/or use of the Website and/or Services signifies your agreement to be bound by these Terms of Use and the Containerchain privacy policy, which is incorporated by reference into these Terms of Use and is available on our Website (the **Privacy Policy**). In the event that any additional or different terms may apply to your use of the Website and/or certain parts of the Services (**Additional Terms**), those Additional Terms will prevail to the extent there is a conflict between these Terms of Use and any Additional Terms.

### **1. NOTIFICATION SERVICE**

- 1.1 Containerchain operates the notification service via the Website which you can use to make a booking, notifying a container facility of your intention to deliver or pick up a container to or from the container facility (the **Notification Service**). The provisions in this clause 1 apply to your access and/or use of the Notification Service.
- 1.2 To use the Notification Service, you notify your intention to deliver or pick up a container from the relevant container facility by logging on to your account via the Website with Your Account Information and carrying out a booking transaction. It is your responsibility to ensure that the information you submit via the Website for your booking transaction is accurate, correct, current and complete to utilise the Notification Service. Containerchain will not be liable for any claims of non-receipt of services or payment by a container facility, including any non-receipt of services, notification or payment resulting from incorrect information supplied by you.
- 1.3 A successful booking transaction will be confirmed by the provision of a notification number once you have saved your notification in the Website. By saving the notification, you agree to observe and comply with the notification, these Terms of Use, the terms of the applicable container facility's carrier access arrangement and any applicable Additional Terms.
- 1.4 In utilising the Notification Service, you agree and acknowledge that:
  - (a) you must make all necessary facilities available for a scheduled delivery or pick up of a container and use your best endeavours to comply with the scheduling arrangements as advised by Containerchain;
  - (b) you must advise Containerchain immediately via the Website of any actual or expected delays or circumstances detrimentally affecting your ability to effect a delivery or pick up of a container at a scheduled location; and

- (c) you must use your best endeavours to minimise the adverse consequences of any such delay or circumstance on the container facility, Containerchain, other users of the Notification Service and/or other transport operators.
- 1.5 You acknowledge and agree that Containerchain's service to you as part of the Notification Service ends and is completed when you have saved your notification and been provided with a notification number.
- 1.6 Any fees charged by a container facility for your allocated time for returning or picking up a container as booked by you via a notification through the Notification Services (the **Notification Fee**) are set and imposed entirely by the container facility without any influence by Containerchain. Any contract between you and the container facility in respect of any goods or services provided to you by the container facility (or vice versa), including the delivery or collection of containers, is entirely between you and the container facility. Accordingly, you agree to pursue all queries, claims and disputes against a container facility, directly with the applicable container facility, unless stated otherwise in these Terms of Use.
- 1.7 You agree that you will have no claim against Containerchain in relation to any costs incurred by you in using the internet connection to provide you with Services under these Terms of Use.

## 2. DRIVER APP

- 2.1 The Driver App is a mobile app-based solution which facilitates connectivity between truckers, container facilities and other customers to enable automated gate processing, paperless document management and sophisticated tracking and dispatch capability (the **Driver App**). The Driver App may be provided free of charge or may be subject to a subscription fee.
- 2.2 The provisions in this clause 2 apply to your access and/or use of the Driver App. By using the App, you agree to observe and comply with this Terms of Use, the terms and conditions or terms of service of the applicable app store from which you purchased and/or downloaded the App (for example, Apple's App Store Terms and Conditions and Google's Google Play Terms of Service) (**App Store Terms and Conditions**).
- 2.3 The Driver App will provide you with access to any container facility already connected to the Website via an automatic gate where you have a scheduled delivery or collection to make and the container facility operates such a gate (**an eGate enabled container facility**). On each occasion on which you use the container facility, you agree to observe and comply with the container facility's carrier access agreement.
- 2.4 Using the Driver App requires your GPS location functionality to be active. As you approach an eGate enabled container facility, you will cross an 'approach geofence'. The approach geofence is a virtual barrier that the Driver App picks up a set distance away from an eGate enabled container facility. The Driver App also picks up a second virtual barrier (the 'boundary geofence') when you enter the container facility.
- 2.5 When crossing either geofence, your GPS location information will be accessed by the container facility, enabling the job to be automatically validated.
- 2.6 Your GPS location information is not visible to the container facility until you cross a geofence as described above.
- 2.7 You must be at least 18 years old to access, register for and/or use the Driver App. The Driver App is not intended for users below the age of 18. If you are under 18 years of age, then you may not access, register and/or use the Driver App. By using the

Driver App, you represent and warrant that you are fully able and competent to enter into these Terms of Use, the App Store Terms and Conditions and any Additional Terms, and to observe and comply with them.

- 2.8 The Driver App is available to you for your lawful business use and for no other purpose. You are granted a limited, non-exclusive, non-transferrable and fully revocable licence to download, install and use the Driver App on a single mobile computing device (including, without limitation, a device operating on the iOS or Android operating systems) (**Device**) that either you or your employer owns or controls, subject to these Terms of Use and any Additional Terms at all times. Accordingly:
- (a) we may modify, withdraw or deny access to the Driver App at any time; and
  - (b) we may withdraw or deny access to the Driver App at any time in relation to a user who breaches any of these Terms of Use, App Store Terms and Conditions and any Additional Terms.
- 2.9 If you select your own, or are allocated, Your Account Information, including any security code, password or any other information as part of creating your profile, account or complying with the security procedures for the Driver App, then you agree and undertake to keep all such information confidential and not to disclose Your Account Information to any other person or permit any other person to access or use the Driver App using Your Account Information.
- 2.10 Your use of the Driver App is reliant on you satisfying the following technical requirements and specifications:
- (a) you will need to have an internet connection that allows your Device to connect to our Website. It is your responsibility to ensure that your Device and the internet connection remain accessible and in a condition suitable for our Website to interconnect; and
  - (b) any such requirements and specifications as communicated to you by Containerchain from time to time.
- 2.11 You are responsible for the costs of all access, download and upload charges associated with the use of our Website, the Driver App, and the internet connection between your Device and our Website. Where you have agreed a subscription fee with Containerchain in relation to the Driver App, you are solely responsible for all fees and charges associated with that subscription service as agreed with Containerchain.
- 2.12 In utilising the Driver App, you agree and acknowledge that:
- (a) you must make all necessary facilities available for a scheduled delivery or pick up of a container and use your best endeavours to comply with the scheduling arrangements as advised by Containerchain;
  - (b) you must advise Containerchain immediately via the Driver App of any actual or expected delays or circumstances detrimentally affecting your ability to effect a delivery or pick up of a container at a scheduled location; and
  - (c) you must use your best endeavours to minimise the adverse consequences of any such delay or circumstance on the container facility, Containerchain, other users of the Driver App and/or other transport operators.

- 2.13 Subject to any warranties provided by Containerchain in these Terms of Use or any Additional Terms, you are solely responsible for the maintenance, upgrading and replacement of the Device on which the Driver App has been installed.

### **3. GENERAL USE OF THE WEBSITE AND THE SERVICES**

- 3.1 You agree that you will have no claim against Containerchain in relation to any costs incurred by you in using the internet connection to provide you with the Services or access to the Website under these Terms of Use.

- 3.2 You must use the Website and Services only for the purposes set out in these Terms of Use and not:

- (a) to breach, or in breach of, any applicable laws or regulations;
- (b) in a way which causes, or is likely to cause injury or damage to the Website and/or the Services;
- (c) in a way which, or might reasonably be expected to, interferes with, disrupts or creates an undue burden on the Website and/or Services; or
- (d) to encourage or procure the performance of any illegal activity by a third party.

- 3.3 You must not, and must not attempt to:

- (a) authorise any other person to do any act which would, if that act were to be done by you, infringe any of our intellectual property rights or any intellectual property rights of our licensors or any third parties;
- (b) sell, rent, lease, assign or transfer all or any of your rights granted under these Terms of Use whatsoever;
- (c) incorporate the Website and/or Services or any of its features or contents into any other software application, plug-in, website or enhancement whatsoever;
- (d) reverse engineer, decompile, disassemble, modify, translate, or otherwise uncover the source code of the Services or any software forming part of the Website unless to do so would not constitute infringement of copyright under applicable law;
- (e) capture or copy any software on or aspect of the Website for any reason whatsoever (temporary copies for facilitating a technical computing process excepted);
- (f) use the Website and/or Services in a manner which implies that you and Containerchain have any connection other than that of principal and independent contractor;
- (g) hack, infiltrate or otherwise do anything which may compromise the Website and/or Services in any manner;
- (h) cause us to lose (in whole or in part) the services of our internet service providers (ISPs) or other suppliers;
- (i) introduce any computer viruses, macro viruses, trojan horses, worms or anything else designed to interfere with, interrupt or disrupt the normal operating procedures of a computer or to surreptitiously intercept, access without authority or expropriate any system, data or personal information;

- (j) use the Website and/or any of the Services for any unlawful or improper purpose, including to create, host, store, distribute or transmit any information, data, material or code that is defamatory, offensive, obscene, constitutes an illegal threat or that is otherwise in violation of any applicable law, statute, rule or other regulation;
- (k) use the Website and/or any of the Services to engage in activities which would cause offence to, insult, humiliate or intimidate others on the grounds of race, religion, creed or sex;
- (l) disparage Containerchain or do anything that would or may adversely affect Containerchain's goodwill and reputation in and in relation to the Website and/or Services or otherwise bring Containerchain or its goodwill or reputation into disrepute; or
- (m) use the Website and/or any of the Services to harm, or attempt to harm, any persons in any way, except to the extent the foregoing restriction is prohibited by applicable law.

#### **4. INTELLECTUAL PROPERTY**

- 4.1 You acknowledge and agree that the Website and/or Services, including user interfaces and scripts and software used to implement the Services, contain proprietary information and material that is owned by Containerchain and/or its licensors, or that is licensed to or made available for use to Containerchain, and that you do not have any right, title or interest in or to such proprietary information and material.
- 4.2 You agree not to use such proprietary information or materials in any way except in accordance with these Terms of Use or as otherwise expressly authorised in writing by Containerchain or otherwise permitted by applicable law. In particular, you acknowledge and agree not to copy, reproduce, communicate, re-transmit, publicly perform, publish, distribute, commercially exploit, adapt, translate, modify, bundle, merge, share, make available to any person, or create derivative works based on or sell any content of the Website and/or Services unless permitted by applicable law or with the prior written consent of Containerchain.

#### **5. TAXES**

- 5.1 Unless otherwise stated, fees and charges for any goods or services supplied (or offered for supply) under these Terms of Use are stated exclusive of GST (or any other applicable taxes). Where GST applies to any supply made to you, Containerchain will issue you with a tax invoice where required to do so.

#### **6. WARRANTIES AND LIMITATION OF LIABILITY**

- 6.1 To the fullest extent permissible pursuant to applicable law, Containerchain disclaims all warranties and conditions, express, implied or statutory, including, but not limited to, implied warranties and conditions of merchantability, satisfactory quality, suitability, security, accuracy, reliability, fitness for a particular purpose, workmanlike effort, title, and non-infringement. The following disclaimer of warranties, conditions and liability limitations in clauses 6.2 - 6.7 apply to the maximum extent permitted under applicable laws.
- 6.2 You expressly agree that your use of the Website, Services and all products and services delivered to you through the Website and/or Services are (except as expressly

stated by Containerchain) provided "as is", "with all faults" and "as available" for your use.

- 6.3 Containerchain does not guarantee, represent or warrant that the availability of, or the functions contained in, the Website and/or Services, including any information or material provided or displayed on the Website and/or Services, will be reliable, accurate, complete, suitable, timely, uninterrupted, error-free, secure, or free from loss, corruption, attack, viruses, interference, hacking and/or other security intrusion, and Containerchain disclaims any liability relating thereto.
- 6.4 For avoidance of doubt, Containerchain does not accept any responsibility arising in any way from any error, or omission in or from, information or material on the Website and/or Services; or for any interruption, suspension, termination or delay in the transmission of content or information from the Website and/or Services for whatever reason; or for any computer viruses or other destructive programs encountered as a result of using the Website and/or Services. You acknowledge that the information, materials, products and services published on the Website and/or Services may include inaccuracies or typographical errors.
- 6.5 You agree that from time to time Containerchain may take down the Website and cease providing the Services for indefinite periods of time, where reasonably necessary to protect Containerchain's legitimate interests, or for regular maintenance, to make improvements or for circumstances beyond Containerchain's control, such as problems preventing access to the internet or webhosting services. In such circumstances, notwithstanding anything in these Terms of Use, to the maximum extent permitted by applicable law, Containerchain will incur no liability to you for such interruption or cessation of the Website and/or Services no matter how such liability would otherwise arise.
- 6.6 Your use of the Website and Services is at your sole risk. Containerchain will use reasonable efforts to protect information submitted by you in connection with the Website and/or Services, but you agree that your submission of such information is at your sole risk, and Containerchain hereby disclaims any and all liability to you for any loss or liability relating to such information in any way.
- 6.7 To the extent permitted by applicable law, under no circumstances shall Containerchain, its directors, officers, employees, affiliates, agents, contractors, or licensors be liable (whether in contract, tort or on any other basis in law or in equity):
  - (a) for any loss of profits, loss of data, business interruption, or any direct, incidental, punitive, special, indirect or consequential loss or damage whatsoever, arising out of or related to the use of, or inability to use, the Website and/or Services, and all products and services delivered to you through the Website and/or Services, including but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of any content (or product) posted, transmitted, or otherwise made available via the Website and/or Services, even if Containerchain has been advised or should have been aware of the possibility of those damages; or
  - (b) for any claim arising out of any personal injury or death to you or any third party caused directly or indirectly by your use of the App while driving or in any other situation.
- 6.8 To the extent that liability for breach of any implied warranty, term, condition or consumer guarantee cannot be excluded by applicable law, liability for breach of that implied warranty, term, condition or consumer guarantee will, to the maximum extent

permitted by applicable law, be limited, at Containerchain's sole discretion, to any one or more of the following:

- (a) in the case of services,
  - (i) the supplying of the Services giving rise to the liability again; or
  - (ii) the payment of the cost of having those Services supplied again,
- (b) in the case of goods,
  - (i) the replacement of the goods or the supply of equivalent goods;
  - (ii) the repair of the goods;
  - (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or
  - (iv) the payment of the cost of having the goods repaired.

6.9 In relation to any express warranty, term or condition set out in these Terms of Use in connection with any service and/or product supplied or offered by Containerchain, our liability to you is to the maximum extent permitted by applicable law, limited to any amount paid by you (if any) in respect of those services and/or product.

## 7. **SUSPENSION AND TERMINATION**

7.1 You acknowledge and agree that we may, in our sole discretion, suspend or terminate the provision of the Website and/or Services at any time.

7.2 You acknowledge and give Containerchain the right, in its sole discretion, to suspend or terminate your account or access to your account, and/or your use or access to the Website and/or Services, if Containerchain believes:

- (a) you have breached these Terms of Use; or
- (b) circumstances exist beyond its reasonable control, including acts of any government or administrative body, war, insurrection, sabotage, embargo, fire, flood, strike or other industrial action, unavailability or interruption or delay in telecommunication services or third party services (**Force Majeure Event**) which prevent it from carrying out its obligations in accordance with these Terms of Use.

7.3 Notwithstanding anything in these Terms of Use, Containerchain shall not be liable for any non-performance, error, interruption, failure or delay in the performance of its obligations or the availability of the Website and/or Services, or for any inaccuracy, unreliability or unsuitability of functions contained in the Website and/or Services, including any information or material provided or displayed on the Website and/or Services if this is due, in whole or in part, directly or indirectly by any of the following:

- (a) a Force Majeure Event;
- (b) the failure of your internet connection;
- (c) a domain name system issue beyond Containerchain's direct control including, without limitation, the introduction of a computer virus, hacking into the Website and/or Services by third parties and other forms of electronic sabotage; or
- (d) any breach of these Terms of Use by you.

## **8. INDEMNITY**

- 8.1 By using the Website and/or Services, you agree, to the maximum extent permitted by applicable law, to indemnify and hold harmless Containerchain and its directors, officers, employees, affiliates, agents, contractors and licensors, and agree to keep each of them fully indemnified, from and against any loss, claim or damages (including, without limitation, any costs (including legal costs) on a full indemnity basis) suffered, incurred or brought against any one or more of them as a result of or arising out of any:
- (a) breach by you of these Terms of Use;
  - (b) improper use by you of the Website or the Services, including but not limited to, any loss, claim or damages arising as a result (direct, indirect or otherwise) of any act, omission, failure or default by you or by anyone for whom you are legally responsible (vicariously or otherwise) in any way connected with your access to the Website or your account for or use of any of the Services; or
  - (c) any action taken by Containerchain as part of its investigation of a suspected violation of these Terms of Use, or as a result of Containerchain's finding or decision that a violation of these Terms of Use has occurred.
- 8.2 The indemnity provisions in this clause 8 apply to all violations described in or contemplated by these Terms of Use.

## **9. CONTACT**

- 9.1 If you have any questions about your use of the Website and/or Services or these Terms of Use, if you have any objections or complaints about any content or material appearing on the Website and/or Service, or if you believe that content or material posted on the Website and/or Service infringes your copyright, please contact us at [support@containerchain.com](mailto:support@containerchain.com).

## **10. GENERAL**

- 10.1 You acknowledge and agree that Containerchain may, from time to time, at its sole discretion, update, modify, vary or amend these Terms of Use. If Containerchain updates, modifies, varies or amends these Terms of Use, it will publish the updated, modified, varied or amended Terms of Use on the Website and/or Services (as appropriate), and any such modification, update, variation or amendment will be binding and effective immediately upon posting. By using/accessing the Website and/or Services after any such modification, update, variation or amendment, you agree to be bound by those updated, modified, varied or amended Terms of Use.
- 10.2 You agree to periodically review the Terms of Use, Privacy Policy and any Additional Terms, to ensure you are up-to-date with any amendments to this or any other of Containerchain's policies. If you do not wish to continue using the Website and/or Services under the updated, modified, varied or amended Terms of Use, you must stop using the Website and/or Services immediately.
- 10.3 Any provision of these Terms of Use which is prohibited or unenforceable in any jurisdiction is, where possible, to be severed to the extent necessary to make these Terms of Use enforceable. Any such severability does not invalidate the remaining provisions of these Terms of Use nor affect the validity or enforceability of that provision in any other jurisdiction.
- 10.4 These Terms of Use, the Privacy Policy and any other terms and conditions, or document or policy expressly referred to herein represent the entire agreement



between Containerchain and you, and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.

- 10.5 No failure to exercise nor any delay in exercising any right, power or remedy by a party operates as a waiver. A single or partial exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy. A waiver is not valid or binding on the party granting that waiver unless made in writing.
- 10.6 These Terms of Use are governed by the laws of the State of Victoria, Australia and the parties submit to the non-exclusive jurisdiction of the courts of the State of Victoria.

Terms of Use updated as of September 2020.