

OCEAN FREIGHT EXCHANGE SERVICES TERMS AND CONDITIONS

These terms and conditions (the “**Terms**”) govern your access and use of the Services (defined below). Please read these Terms carefully.

By continuing to access and/or use the Services, you are consenting/agreeing to be bound by these Terms. If you do not agree to all of the terms of these Terms, you must not use or access the Services. This is a contract between (a) you (either a sole proprietor or the entity you represent) (“**You**” or “**you**” or “**your**” or the “**Customer**”); and (b) Ocean Freight Exchange Pte. Ltd. (UEN 201606932N) (“**OFE**” or the “**Company**”), that governs your access and use of the Services.

If you have any questions about these Terms, or if you wish to send us any notices in relation to these Terms, you may contact us at Contact@theofe.com.

1. Definitions and interpretation

1.1 In these Terms, unless the context requires otherwise:

“**Applicable Laws**” means any statutes, laws, rules, regulations, codes and ordinances, any judicial or administrative court rulings or judgments, of any country, that are applicable to you and/or the Company.

“**Authorised Users**” means you, if you are a sole proprietor; or if otherwise, your employees, agents and independent contractors who are authorised by you to use the Services.

“**Business Day**” means a day other than a Saturday, Sunday or public holiday in Singapore.

“**Content**” or “**Contents**” means any data and/or information that is available, accessible or stored in the Services in an electronic form, including, without limitation, any information, advertisements, documents, text, files, images, sounds, moving images and videos, Foreground Data.

“**Customer Data**” means the data, content and/or information provided by you and/or your Authorised Users to the Company, and/or such of the Customer’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, Customer Data includes but is not limited to any and all emails of the Customer’s and/or its Authorised Users’ emails, including the contents therein, that the Customer provides the Company with access to.

“**Data Aggregation and Analytics Services**” or “**DAAS**” means the service provided by the Company where the Company analyses and/or aggregates Customer Data, and/or carries out data scraping on the Customer Data, to create Foreground Data.

“**Foreground Data**” means all such data, information and/or IPR that are arrived at, generated and/or created, arising from the Company carrying out DAAS or analytics and/or processing, on the Customer Data, or from the Company performing/providing the Services for/to you. Details of the DAAS and expected Foreground Data may be set out (at the discretion of the Company) in Guideline(s) and/or in the Services Description.

“General Purposes” means the purposes of :

- (a) carrying out due diligence or other screening activities (including background checks) in accordance with legal or regulatory obligations or risk management procedures that may be required by law or that may have been put in place by (i) in the case of the Company by the Company; and/or (ii) in the case of the Customer by the Customer;
- (b) dealing with, administering or carrying out an internal or external audit of the Party's processes or businesses (this is applicable to the Company for the Company's internal or external audit; and applicable to the Customer for the Customer's internal or external audit);
- (c) preventing or investigating any fraud, unlawful activity or omission or misconduct, including whether or not there is any suspicion of the aforementioned;
- (d) complying with or as required by any applicable law, governmental or regulatory requirements of any relevant jurisdiction (whether Singapore or a non-Singapore country), including meeting the requirements to make disclosure under the requirements of any law (whether Singapore or non-Singapore) binding on the Party and/or for the purposes of any guidelines issued by regulatory or other authorities, whether in Singapore or elsewhere, with which the Party is expected to comply;
- (e) complying with or as required by any request or direction of any governmental authority (whether Singapore or non-Singapore); or responding to requests for information from public agencies, ministries, statutory boards or other similar authorities, with which the Party is expected to comply. For the avoidance of doubt, this means that that Party may/will disclose the relevant personal data to the aforementioned parties upon their request or direction; and/or
- (f) storing, hosting, backing up (whether for disaster recovery or otherwise) of the individual's personal data, whether within or outside Singapore.

“Guidelines” means any and all additional terms, guidelines, policies and/or rules prescribed or issued by the Company with respect to the access and use of the Services, whether existing now or issued by the Company at a future date, and which forms part of these Terms between the Company and you and that may be posted by the Company on the Website, including any revised or amended version of the same as issued by the Company from time to time and that may be posted on the Website. Such revised or amended version of the same shall apply to you and you are deemed to have accepted the same, from the time it is published on the Website.

“Intellectual Property Rights” or **“IPR”** means all vested, contingent and future intellectual property rights including but not limited to goodwill, reputation, rights in confidential information, copyright, trade marks, logos, service marks, devices, plans, models, diagrams, specifications, source and object code materials, data and processes, design rights, patents, know-how, trade secrets, inventions, get-up, database rights, in each case whether registered or unregistered, and any applications or registrations for the protection of these rights and all renewals and extensions thereof existing in any part of the world, whether now known or in the future created.

“Licence” is defined at clause [3.1].

“Parties” means you and the Company collectively and **“Party”** means either one of them.

“PDPA” means Singapore's Personal Data Protection Act including all subsidiary legislation related thereto.

“Personal Data” or **“personal data”** means data, whether true or not, about an individual who can be identified (i) from that data; or (ii) from that data and other information to which the organisation has or is likely to have access.

“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 Website or any other website notified to you by the Company from time to time,

as may be further described in the Documentation and/or Guidelines.

“Services Description” means the description of the Services, if any, made available to you by the Company online via the Website.

“Services Purposes” means the purposes of :

- (a) dealing with, managing or administering the Services; and/or
- (b) conducting research, analysis, development, new product activities (including but not limited to data analytics, surveys, profiling, rating, and digitalizing) to improve the Company’s services and facilities.

“Software” means any online software application(s) provided by the Company as part of the Services.

“Subscription Term” has the meaning given in clause [15.1].

“Trade Mark” means the trade marks “OFE”, and/or “Ocean Freight Exchange”, and/or “ShipRank”, and/or “The Collective”.

“User Account” means the account created by an Authorised User in order to access and use the Services, which is subject to these Terms, and/or such other Guidelines which may be issued by the Company from time to time.

“User Subscriptions” means the user subscriptions selected by you pursuant to clause [10] which entitle Authorised Users to access and use the Services and the Documentation in accordance with these Terms.

“Website” means “www.theofe.com” or such other website as may be notified by the Company from time to time.

1.2 Unless the contrary intention appears:

- (a) A reference to this agreement or another instrument includes any variation or replacement of any of them;
- (b) A reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (c) The singular includes the plural and vice versa;

- (d) The word “person” includes an individual, a firm, a body corporate, a partnership, joint venture, an unincorporated body or association, or any government agency, and includes a reference to the person’s executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and assigns;
- (e) No rule of construction applies to the disadvantage of a Party because that Party was responsible for the preparation of these Terms or any part of it; and
- (f) Headings are inserted for convenience and do not affect the interpretation of these Terms.

2. Agreement

- 2.1 These Terms represent an agreement entered into between you and the Company concerning your access and/or use of the Services. By proceeding to access and/or use the Services, you are declaring that you have read, understood and agree to accept and be bound by and comply with these Terms.
- 2.2 These Terms may be amended or supplemented from time to time by the Company at its sole discretion, by posting revisions or a revised/amended set of the Terms on the Website. Your continued access or use of the Services or any part thereof following the posting of any changes or modifications will constitute your acceptance of such changes, modifications, supplements or of such modified Terms.
- 2.3 You agree to be bound by and to fully observe and comply with these Terms including any Guidelines that may be issued by the Company from time to time, with regard to your access and/or use of the Services.
- 2.4 These Terms shall apply to the provision of the Services by the Company to the exclusion of any other terms and conditions which you may purport to apply and in whichever way you purport to introduce them (the “**Customer’s Provisions**”). For the avoidance of doubt, you acknowledge and agree that the Company shall not be bound by any of the Customer’s Provisions.

3. User Subscriptions

- 3.1 Subject to you selecting the User Subscriptions in accordance with clause **[10.1]**, the restrictions set out in this clause **[3.2]** and the other terms and conditions of these Terms, the Company hereby grants to you a non-exclusive, non-sublicensable, non-transferable, terminable and revocable licence/right to permit the Authorised Users to use the Services and the Documentation during the Subscription Term solely for the Customer’s internal business operations (the “**Licence**”). The grant of this Licence does not constitute a transfer or sale of the Services or any copy thereof, and the Company retains all right, title, and interest in and to the Services, including any Contents, Software or any Intellectual Property Rights therein.
- 3.2 In relation to the Authorised Users, you undertake that:
 - (a) the maximum number of Authorised Users that you authorise to access and use the Services and the Documentation shall not exceed the number of User Subscriptions you have selected, or that may be permitted by the Company;
 - (b) you will not allow or suffer any User Subscription to be used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use the Services and/or Documentation;

- (c) each Authorised User shall keep a secure password for his User Account to use the Services and Documentation, that such password shall be changed on a regular basis and that each Authorised User shall keep his password confidential;
- (d) you shall ensure that each Authorised User complies with your obligations as set out in these Terms, and the Guidelines;
- (e) you shall maintain a written, up to date list of current Authorised Users and provide such list to the Company within 2 Business Days of the Company's written request at any time or times;
- (f) you shall permit the Company to audit your use of the Services in order to establish the name and password of each Authorised User, including but not limited to providing the Company with access to your premises from which your Authorised Users gain access to the Services, as well as providing the Company with access to your records dealing with such access. Such audit may be conducted no more than once per quarter, at the Company's expense, and this right shall be exercised with reasonable prior notice (in this regard 2 Business Days notice shall be deemed as reasonable notice);
- (g) if any of the audits referred to in clause **[3.2(f)]** reveal that any password has been provided to any individual who is not an Authorised User, then without prejudice to the Company's other rights and remedies under this Agreement or at law, you shall promptly disable such passwords and the Company has the right to not issue any new passwords to any such individual; and

3.3 You shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify the Company.

3.4 The right provided under this clause **[3]** is granted to you only, and shall not be considered granted to any of your subsidiaries or holding company.

4. User Account

4.1 Authorised Users of the Services, may log into their User Accounts on the Website for the purpose of:

- (a) Accessing the Services;
- (b) viewing and checking information relating to their User Accounts and their use of the Services only.

4.2 You acknowledge and agree that you are solely responsible for :

- (a) maintaining the confidentiality, safekeeping and security of your User Accounts details, including any passwords that may be used to access to your User Accounts; and
- (b) ensuring that your Authorised Users maintain the confidentiality, safekeeping and security of their User Account details, including any passwords that may be used to access to your User Accounts.

You undertake to be responsible for the actions and omissions of your Authorised Users with respect to their User Accounts. You must promptly notify the Company at Contact@thefe.com if you know or suspect that your passwords or User Accounts, or that of your Authorised Users, have been compromised. Please note that in accessing and using

your User Accounts (including by any of your Authorised Users) through the Services, you must ensure that you and your Authorised Users continue to comply with these Terms and Guidelines which may be issued by the Company from time to time.

- 4.3 Without prejudice to the foregoing, you shall be solely liable and responsible for any activity conducted through your User Accounts or using your User Account information, unless you have notified the Company in writing of the closure, compromise or misuse of your User Accounts and the Company has received such notification. You acknowledge that the Company would not have the means to verify the identity of the party using any of your User Account information or of your username and password on the Services and you agree that the Company will not be responsible, in any way whatsoever, for losses or damages suffered by you or any third party if there is any unauthorised use of any of your User Accounts information, username or password.

5. Invitations to Treat

- 5.1 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.

6. Use of the Services

- 6.1 You are entitled to access and use the Services in accordance with these Terms.
- 6.2 Notwithstanding anything that may be to the contrary, the commencement date of the Services shall be at the absolute discretion of the Company.
- 6.3 The Company :
- (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.
- 6.4 You agree that you shall not and you shall ensure that your Authorised Users do not :
- (a) modify, disassemble, decompile or reverse engineer the Services, including the Software therein;
 - (b) reproduce, republish, download, display, transmit, distribute or make any copies of the Website and/or any Contents in or on the Services, in whole or in part, including the Software therein, in any form or media or by any means, except with the prior written consent of the Company;
 - (c) remove, circumvent, disable, damage or otherwise interfere with security-related features of the Services, including but not limited to any features that:
 - (i) are designed to verify the identity of the Authorised User;
 - (ii) prevent or restrict the access to or use of any particular functionalities and/or facilities of the Services; and/or

- (iii) prevent or restrict the access to, use of, or the copying of any Content that is made available or accessible through the Services;
- (d) delete any Trade Mark, including any other trade marks used by the Company, and/or other proprietary rights notices that is/are displayed in the Services and/or on the Website therein;
- (e) use the Services for any purpose that is unlawful or prohibited by these Terms;
- (f) use the Services in any manner that could damage, disable, overburden, or impair the operation of the Services provided therein, or interfere with any other persons' access to and use of the Services;
- (g) use any device, software or routine, including, but not limited to, any viruses, trojan horses, worms, time bombs or cancel bots intended to damage or interfere with the proper working of the Services provided therein and/or to intercept or expropriate any Content, system, data or personal data from the Services;
- (h) transmit any content of any type that : (1) infringes or violates any rights of any party; (2) is false, offensive, defamatory, inaccurate, misleading or fraudulent; and/or (3) violates any Applicable Laws;
- (i) use any data mining, robots or similar data gathering or extraction methods on the Services;
- (j) transmit or link to viruses, worms, defects, Trojan horses, malware or any other items that may introduce security vulnerabilities to or harm user devices, apps or personal data;
- (k) post or send any content or material in or through the Services that promotes or endorses false or misleading information or illegal activities, or endorses or provides instructional information about illegal activities or other activities prohibited by law, such as making or buying illegal weapons, violating someone's privacy, providing or creating computer viruses or pirating media;
- (l) access data not intended for you or log into a server or account which you are not authorized to access;
- (m) post or submit to the Services any incomplete, false or inaccurate information about yourself or information which is not your own; and/or
- (n) harass, incite harassment or advocate harassment of any group, company, or individual.

7. Intellectual Property

- 7.1 You 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, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Services, the Software and/or the Documentation.

- 7.2 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.
- 7.3 You 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.
- 7.4 You 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, you have no right to any compensation or fees whatsoever arising from such use, commercialization and exploitation of the Foreground Data by the Company.
- 7.5 You 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.
- 7.6 You 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 OFE 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 OFE; 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 OFE shall retain at all times all legal and beneficial rights, title and interest in the Domain Names.
- 7.7 You 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.

8. Customer Data

8.1 You (i.e. the Customer) hereby grant(s) to the Company 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 Customer Data or any part thereof, for the purposes of this agreement and/or any other purposes whatsoever as determined by the Company;
- (b) generate or create the Foreground Data :
 - (1) from and/or using the Customer Data or any part thereof; and/or
 - (2) by the Company applying its DAAS to such Customer Data; and/or
- (c) commercialize and/or exploit the Customer Data or any part thereof.

8.2 For the avoidance of doubt, the Company is under no obligation whatsoever to seek any further permission or to account to you, whether in royalties or fees or otherwise, in the Company's exercise of the right and licence granted to the Company under clause **[8.1]**, and you shall not be entitled to receive any fees or compensation from the Company in the Company's commercialization, use or exploitation of the Customer Data and/or of the Foreground Data.

8.3 You warrant that you are the proprietor/owner of the Customer Data and any IPR therein and that you have the right and authority to grant the right and licence under clause **[8.1]** to the Company.

8.4 Subject to clause **[8.1]**, you shall remain the owner of the Customer Data and you shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data.

8.5 You acknowledge and agree that even though the Foreground Data is derived from or may contain Customer Data, the Company is neither bound to you nor obliged, to keep such contents or data in the Foreground Data confidential and the Company therefore may commercialize, make public and exploit the Foreground Data in any way the Company deems fit. Without prejudice to the generality of the foregoing, you warrant that all Authorised Users have given their consent and agreement to the Company gaining access to, using, commercializing and/or exploiting their content and data (including in their emails), that the Company gains access to in the course of :

- (a) providing the Services; and/or
- (b) you or the Authorised Users using the Services,

in the Company exercising the licence or carrying out the activities pursuant to clause **[8.1]**.

- 8.6 You shall archive and create backups of the Customer Data so that should the Customer Data be lost or damaged in any way, you will still have the archived and backup copy of the Customer Data to restore the Customer Data. In the event of any loss or damage to Customer Data caused by the actions or omissions of the Company or when Customer Data is in the technology platform for the Services, your sole and exclusive remedy against the Company shall be for the Company to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by you and provided by you. The Company shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party.

9. Customer's Obligations

You shall:

- (a) provide the Company with:
 - (i) all necessary co-operation in relation to these Terms; and
 - (ii) all necessary access to such information as may be required by the Company;
in order to provide the Services, including but not limited to Customer Data, security access information and configuration services;
- (b) comply with all applicable laws and regulations with respect to your activities under these Terms;
- (c) carry out all your responsibilities set out in these Terms in a timely and efficient manner;
- (d) ensure that the Authorised Users use the Services and the Documentation in accordance with the terms and conditions of these Terms and you shall be responsible for any Authorised User's breach of these Terms;
- (e) obtain and shall maintain all necessary licences, consents, and permissions necessary for the Company, its contractors and agents to gain access and to use the Customer Data pursuant to clause [8] and to perform their obligations under these Terms, including without limitation the Services;
- (f) ensure that your network and systems comply with the relevant specifications provided by the Company from time to time; and
- (g) be solely responsible for procuring and maintaining your network connections and telecommunications links from your systems to the Company's data centre(s) (if any), and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to your network connections or telecommunications links or caused by the Internet.

10. Charges and Payment

- 10.1 The Subscription Fees are presently waived subject to any changes by the Company, before which you will be notified ahead of making any form of payment.

11. Links to Third Party Content

- 11.1 Nothing in or on the Website shall be considered an endorsement, representation or warranty of or by the Company 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 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. The Company 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.

- 11.2 All Intellectual Property Rights to any and all such third party content, websites or applications accessible through links contained on the Website belong to their respective owners. The Company does not claim to have any rights over the same and in no circumstances shall the Company 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 Website.

12. Links to this Website

- 12.1 Except as expressly set forth at clause **[12.2]**, caching and links to (including deep linking), and the framing of the Website and/or any of the web pages therein are prohibited.
- 12.2 Linking to the home page: You may not link to the home page of the Website unless you first notify the Company in writing and obtain the prior written approval of the Company to do so.
- 12.3 Under no circumstances shall the Company be considered to be associated or affiliated in whatever manner with any Intellectual Property Rights used or appearing on websites that link to the Website and/or any of the web pages therein.
- 12.4 The Company 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 Website.

13. Disclaimer of Warranties and Liability

- 13.1 This clause **[13]** sets out the entire liability (if any) of the Company (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer :
- (a) arising under or in connection with this agreement;
 - (b) in respect of the Services;
 - (c) in respect of any use made by you or your Authorised Users of the Services; and/or
 - (d) in respect of any representation, statement or tortious act or omission (including negligence) arising under or in connection with this agreement.
- 13.2 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 the Company 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. The Company 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, the Company does not warrant, and excludes all liability in respect of:

- (a) 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;
 - (b) the Services (including any Contents therein) in respect of their quality, usability, fitness for purpose or any other aspect thereof; and
 - (c) any of the information, data, materials or facilities contained or incorporated in or on the Services, and/or the accuracy of the same.
- 13.3 The Company 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.
- 13.4 Save as otherwise expressly provided for in these Terms, the Company 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.
- 13.5 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 the Company 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 Data and the Company makes no warranty/representation in relation to the accuracy of such Contents or Foreground Data.
- 13.6 To the extent permitted by law, you agree that the Company 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.
- 13.7 Where the Company's liability is not expressly excluded under these Terms or under any applicable law, the Company'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.

- 13.8 Notwithstanding anything that may be to the contrary, no action may be brought by you against the Company, 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 the Company against you.
- 13.9 The Company assumes no responsibility for the activities or conduct of other users of the Services.
- 13.10 The Company 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 the Company during which access to or use of the Services is not possible.

14. Personal Data Protection

- 14.1 If the Company processes any personal data on your behalf when performing the Services, the Parties record their intention that the Company shall be the Customer's data intermediary. You agree to the following :
- (a) that the personal data may be transferred or stored outside Singapore to the Company's third party service providers or agents, for one or more of the Services Purposes or the General Purposes, or in order to carry out the Services;
 - (b) you shall ensure that the Company may lawfully use, process and transfer the personal data in accordance with these Terms on your behalf; and
 - (c) you shall ensure that the individuals whose personal data are being transferred overseas have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable data protection legislation including the PDPA.
- 14.2 You represent and warrant that:
- (a) for personal data of any Authorised Users and/or any other individuals that you disclose to the Company or that you disclose to the Company in the course of accessing and using your User Accounts (if applicable) and/or accessing and using the Services, that you would have prior to disclosing such personal data to the Company obtained consent from the individuals whose personal data are being disclosed, to:
 - (i) permit you to disclose the individuals' personal data to the Company for the Services Purposes and the General Purposes; and
 - (ii) permit the Company to collect, use, disclose and/or process the individuals' personal data for the Services Purposes and the General Purposes, including disclosing the said personal data to the Company's third party service providers or agents, which may be sited outside of Singapore, for the Services Purposes and the General Purposes and such third party service providers or agents of the Company processing their personal data for the Services Purposes and the General Purposes;
 - (b) any personal data of individuals that you will be or are disclosing to the Company are accurate; and
 - (c) for any personal data of individuals that you disclose to the Company, that you are validly acting on behalf of such individuals and that you have the authority of such individuals to provide their personal data to the Company and for the Company, its

third party services providers and agents to collect, use, disclose and process such personal data for the Services Purposes and the General Purposes.

14.3 For the avoidance of doubt, any reference to 'you' in sub-paragraphs (a) to (c) under clause **[14.2]** is also a reference to the Authorised Users.

15. Alteration of the Services; Termination of User Accounts; and, Termination of the Licence

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

15.2 The Company may amend or modify all or part of the Services (including any of its Contents) at any time.

15.3 The Company has the right to and you acknowledge that the Company 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 the Company 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 the Company 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, the Company 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.

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

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

15.6 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. Without limiting the generality of the foregoing, clauses **[6.3, 6.4, 7, 8.1 to 8.5, 11, 12, 13, 14, 15.4, 15.6 and 17]** shall survive termination of this agreement.

16. Force Majeure

Without prejudice to clause **[13]**, the Company shall have no liability to you under these Terms if it is prevented from or delayed in providing the Services, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of the Company or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident,

breakdown of plant or machinery, fire, flood, storm, epidemic or default of suppliers or sub-contractors.

17. Governing Law and Dispute Resolution

- 17.1 These Terms and/or the agreement entered into with you for your access or use of the Services, are governed by and shall be construed in accordance with the laws of Singapore. Any dispute arising out of or in connection with these Terms and/or the said agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre (“SIAC”) in accordance with the Arbitration Rules of the Singapore International Arbitration Centre (“SIAC Rules”) for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be Singapore. The Tribunal shall consist of one (1) arbitrator. The language of the arbitration shall be English.
- 17.2 For the purpose of enforcing these Terms and notwithstanding clause [17.1], the Company has absolute discretion to seek equitable relief from a court of competent jurisdiction, as it may choose, without first attempting to resolve a dispute under clause [17.1] and you hereby submit to the jurisdiction of the court which the Company may seek relief from under this subclause. For the avoidance of doubt, the right under this subclause is only extended to the Company and not to you.

18. General

- 18.1 You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country, and (ii) you are not listed on any U.S. Government “watch list” of prohibited or restricted parties.
- 18.2 These Terms are the entire agreement between you and the Company in relation to your access and use of the Services and/or User Account and shall supersede all previous communications (whether written, oral or otherwise), discussions or letters relating to the same.
- 18.3 The invalidity of any provision of these Terms (or parts of any provision) will not affect the validity or enforceability of any other provision (or the remaining parts of that provision). If a competent court or arbitral tribunal holds any part of these Terms to be unenforceable as drafted, the Company may replace those terms with similar terms to the extent enforceable under applicable laws and regulations, without changing the remaining terms of these Terms.
- 18.4 No delay in enforcing any provision of these Terms will be construed to be a waiver of any rights under that provision.
- 18.5 The rights to access and use your User Account (if applicable) and/or this Services is personal to you, and you may not transfer or assign to a third party any of your rights and obligations as defined in these Terms. The Company may freely assign, transfer or subcontract these Terms or its rights and obligations under these Terms, in whole or in part, without your prior consent or prior notice to you.
- 18.6 You agree to indemnify, defend and hold the Company, its related corporations/affiliates, including their respective successors, assigns, employees, officers, harmless from and against all claims, demands, actions, losses, damages, costs and expenses (including legal fees), arising out of and/or in connection with your breach of these Terms, your access or use of the Services, your use of your User Accounts (if applicable), your Customer Data, your provision of the Customer Data, and/or your failure to comply with any Applicable Laws or regulations.

- 18.7 These Terms are entered into between you and the Company. For the avoidance of doubt, except as expressly stated in these Terms, a person who is not a party to these Terms shall have no right under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any of the terms of these Terms.
- 18.8 You agree that no joint venture, partnership, employment, or agency relationship will exist between you and the Company as a result of these Terms and/or your access and use of the Services and/or your User Account.
- 18.9 The Company has the right at its absolute discretion to enter into any sub-contract for the provision of the Services or any part thereof without the prior consent of the Customer.

19. Contact Information

- 19.1 You may contact the Company at :

Company name : Ocean Freight Exchange Pte. Ltd.

Address :

80 Robinson Road #08-01

Singapore 068898

Attn: John Hahn, CEO

Email : Contact@theofe.com

- 19.2 Any notice that the Company intends to give to you may be carried out by posting the relevant notice on the Website and/or by sending any such notice to any contact information found on your website or that you may have provided the Company with. You are deemed to have received notice of the same upon the Company posting the relevant notice on the Website and/or by sending any such notice to any contact information found on your website or that you may have provided the Company with.