

## MITSUI O.S.K. Lines (“MOL”)

### TERMS AND CONDITIONS FOR USE OF THE PORTAL (“Portal Agreement”)

#### **1. Introduction**

- 1.1 It is important that you read this Portal Agreement carefully. We advise you to retain a copy of this Portal Agreement for your information and records.
- 1.2 This Portal Agreement, and the MOL Standard Terms and Conditions (as defined in Clause 1.3) govern our relationship with you in relation to your use of the Portal at [www.molace.com](http://www.molace.com), [www.molcarcarrier.com](http://www.molcarcarrier.com) and [www.molroto.com](http://www.molroto.com) and your request of services from it (see Clause 8.1).
- 1.3 The parties have previously entered into an agreement for the provision of services to you, consisting of the following documents (together the “MOL Standard Terms and Conditions of Shipment”):
  - 1.3.1 Mitsui O.S.K Lines, Ltd Bill of Lading;
  - 1.3.2 Mitsui O.S.K. Lines, Ltd Waybill (non negotiable);
  - 1.3.3 High and Heavy Terms and Conditions;
  - 1.3.4 Used Unit Terms and Conditions.
- 1.4 You will need to accept the terms of this Portal Agreement as part of the registration process which must be completed in order to gain access to the Portal.

#### **2. Who can register for use of the Portal?**

- 2.1 Our services are available for commercial use only.
- 2.2 Please do not register for use of the Portal or attempt to purchase services from it unless you are an existing customer of MOL and you have already entered into a

contract for services with MOL (“**MOL Customer**”) (please see clause 1.3 above for more details).

### **3. Registration**

- 3.1 To gain access to and use of the Portal you must register by making a request to your local customer services representative. The first time you access the Portal, you will also need to confirm acceptance of this Portal Agreement and Mitsui’s Website Terms and Conditions. Both of these documents are available on the Portal website’s home page.
- 3.2 On receipt of your intention to register for use of the Portal, we will endeavour to process your request within two working days. This will consist of a check for suitability to use the site and whether any previous request has been made, as well as establishing your sign on credentials and access rights.
- 3.3 In the event that we confirm acceptance of your application for use of the Portal, you will then be sent an email with your sign on credentials, access rights and guidance on how to use the application.
- 3.4 Where registration is for a username that is accessible by several people, anyone who has access to that account will be jointly responsible for the registration.
- 3.5 If you register for use of the Portal your registration details including your name, postal address, email address and telephone number will be stored securely by us. We will primarily use the email address you provide to communicate with you and in accordance with our privacy policy set out in the Website Terms and Conditions.

### **4. Password and Security**

- 4.1 The password supplied will be used to verify your identity and to authenticate information you send.
- 4.2 You must always keep your password safe and secret.
- 4.3 The password will be encrypted and held securely by us.
- 4.4 If you forget your password, go to the login page and follow the instructions.

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- 4.5 You may opt to change your registration details such as your email address etc by contacting your customer services contact.

### 5. Login

- 5.1 The Portal can be accessed from either [www.molace.com](http://www.molace.com) or [www.molcarcarrier.com](http://www.molcarcarrier.com) or [www.molroto.com](http://www.molroto.com).
- 5.2 Once you have accessed the Portal you can log in using the logon credentials and password which was initially supplied to you by MOL (or your internal account manager) during the registration process (or subsequent update).
- 5.3 If the details which you supply while logging in fail to match those held, you will be asked to supply the information again. After a limited number of failures, your right to access the Portal will be revoked and you will need to follow the 'lost password' procedure to regain access.

### 6. Users

- 6.1 MOL Customers who have registered for use of the Portal may authorise their employees (the "Users") to access and use the Portal on the MOL Customer's behalf. Such authorisation must be limited to employees of the MOL Customer.
- 6.2 The MOL Customer will ensure that the Users read, accept and comply with the Website Terms and Conditions.
- 6.3 The MOL Customer is responsible for the conduct of the Users and their complying with the Website Terms and Conditions.
- 6.4 The MOL Customer will ensure that the Users are aware that MOL may store and use the Users' personal details in accordance with Clause 10.3 and the privacy policy set out in the Website Terms and Conditions.
- 6.5 The MOL Customer is responsible for the maintenance of the Users' access to the Portal. If any Users leave the employment of the MOL Customer, the MOL Customer must promptly delete their access to the Portal.

### 7. Licence

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- 7.1 MOL grants to each User for the duration of the Term (as described at Clause 15) a non-exclusive, non-transferable and revocable licence to use the Portal for their business use. For this purpose, Users may:
- 7.1.1 display the content of the Portal ("Portal Content") on-screen;
  - 7.1.2 make printouts of the Portal Content;
  - 7.1.3 use the Portal Content subject to the conditions set by MOL from time to time;
  - 7.1.4 make bookings for any MOL services as are available from time to time.
- 7.2 MOL has the absolute discretion to suspend access to the Portal at any time without compensation if MOL suspects a breach of this Portal Agreement.

### **8. Bookings made via the Portal**

- 8.1 Should any shipments result from online bookings made via the Portal, those shipments will be subject to MOL's Standard Terms and Conditions of Shipment, and this Portal Agreement.
- 8.2 The documents referred to in clause 8.1 are all accessible on the Mitsui website in the Documentation Centre.

### **9. Ownership**

The MOL Customer agrees that the Portal and all the Portal Content (including but not limited to the design, layout, look, appearance, graphics and documents on the Portal, as well as other information or materials relating to MOL) are protected by intellectual property rights, including copyrights, trademarks, service marks, patents or other laws. All intellectual property rights and other rights in the Portal Content belong to or are licensed to MOL and all companies covered within the MOL Group (which means any company which is MOL's parent undertaking, its subsidiary undertaking or a subsidiary undertaking of any parent undertaking of MOL and "subsidiary undertaking" and "parent undertaking" will have the meanings given to them by Companies Act 2006).

### **10. Service Management**

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- 10.1 MOL does not have the responsibility to screen, advise on or otherwise control the Portal Content and as such does not guarantee the accuracy, integrity or quality of such Portal Content.
- 10.2 MOL has the right to move, suspend or refuse any Portal Content without notice, including without limitation, the right to remove any content that is objectionable or violates any terms of this Portal Agreement.
- 10.3 MOL may preserve or disclose the Portal Content and personal details of any MOL Customer:
- 10.3.1 for the purpose of providing Portal Content to the MOL Customer in an efficient manner; or
  - 10.3.2 if required to do so by law; or
  - 10.3.3 to enforce the terms of this Portal Agreement; or
  - 10.3.4 to respond to claims that the Portal Content violates the rights of any party.
- 10.4 The MOL Customer grants to MOL a licence to reproduce, modify, publish, and display any materials uploaded by the MOL Customer via the Portal.
- 10.5 MOL has the right to log off any Portal accounts which are inactive for an extended period of time.

### **11. MOL Customer Details**

**The MOL Customer is responsible for ensuring that all of its details are complete and accurate in all respects.**

### **12. Warranties**

- 12.1 The Portal is provided on an 'as is' basis. It is for the MOL Customer to satisfy themselves that the Portal is appropriate for their use and is compatible with its hardware and software.
- 12.2 The Portal is provided via the Internet and as such MOL cannot guarantee:

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- 12.2.1 that content will always be successfully uploaded;
- 12.2.2 that the Portal will be uninterrupted, secure or error-free;
- 12.2.3 that any errors in the Portal Content or in any software used to provide the Portal will be corrected;
- 12.2.4 that links to third parties' websites will be appropriate.

### **13. Indemnity**

- 13.1 The MOL Customer will fully indemnify MOL against any actual losses howsoever arising to MOL from breach of the Portal Agreement by the MOL Customer or any of its Users.
- 13.2 The MOL Customer will comply with and indemnify MOL against any breach by the MOL Customer or its Users of any applicable laws, regulations and conditions governing this Portal Agreement or the activities envisaged by this Portal Agreement.

### **14. Limitation of Liability**

- 14.1 Save for clauses 13 and 14.2, MOL's total liability howsoever arising under this Portal Agreement is limited to GBP 1,000,000.00
- 14.2 MOL does not exclude its liability (if any) to the MOL Customer for personal injury or death resulting from MOL's negligence, for fraud or for any matter for which it would be illegal for MOL to exclude or to attempt to exclude its liability.
- 14.3 The only obligation of MOL in respect of interruptions caused by circumstances outside its control shall be to use all reasonable efforts to have the Portal reinstated.

### **15. Term**

This Portal Agreement will take effect on the date that the MOL Customer or any of its Users first access the Portal and (unless terminated pursuant to clause 16) will continue until the MOL Customer's contract for services with MOL comes to an end or until terminated on one month's written notice by either party.

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### **16. Termination**

- 16.1 The MOL Customer's access to the Portal shall terminate immediately on notice:
- 16.1.1 In the circumstances set out in clause 15;
  - 16.1.2 If the MOL Customer goes into liquidation, either compulsory or voluntary, or if a receiver, administrative receiver or administrator is appointed in respect of the whole or any part of the assets, or any similar event.
- 16.2 The MOL Customer may terminate its access to the Portal at any time by sending notice to MOL's customer services contact. The termination will be effective immediately on receipt of the notice. This may however, impact on MOL's ability to provide services to the MOL Customer.
- 16.3 In the event of a breach by either party of any provisions of this Portal Agreement, the other party may serve notice to remedy the breach within 5 working days (or as stated in the notice). If the breaching party fails to remedy the breach within the notice period, the serving party reserves the right to immediately terminate the application of this Portal Agreement. In the event that the party in breach is the MOL Customer, MOL reserves the right to immediately terminate the MOL Customer's access to the Portal.
- 16.4 In the event that this Portal Agreement terminates, for whatever reason:
- 16.4.1 the rights granted to the MOL Customer under this Portal Agreement shall cease;
  - 16.4.2 the MOL Customer and its Users undertake to cease using the Portal.

### **17. General**

#### **17.1 Data Protection**

Each of the parties warrants that it will comply with all the provisions of the Data Protection Act 1998 and any successor or similar legislation (including secondary legislation). MOL will act in accordance with its privacy policy set out in the Website Terms and Conditions in relation to the personal information it acquires about the MOL Customer and Users via the Portal.

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### 17.2 Entire agreement

This Portal Agreement together with any document expressly referred to in it contain the entire agreement between the parties relating to the subject matter covered and supersedes any previous agreements written or oral, between the parties in relation to such matters.

### 17.3 Survival of terms

The warranties and indemnities contained in this Portal Agreement shall survive the termination or expiry of this Portal Agreement.

### 17.4 Severance

In the event that any provision of this Portal Agreement is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable or indications of the same are received by either of the parties from any relevant competent authority, MOL shall be entitled to amend that provision in such reasonable manner as achieves the intention of the parties without illegality and the remaining provisions of this Portal Agreement shall remain in full force and effect.

### 17.5 Right to assign

The parties shall be entitled to assign the benefit of this Portal Agreement with the written consent of the other, such consent not to be unreasonably withheld or delayed. In the event of such assignment the Client shall enter into a novation agreement with MOL.

### 17.6 Governing law

This Portal Agreement shall be governed by the law of England and Wales including formation and interpretation and shall be subject to the exclusive jurisdiction of court of the United Kingdom.