Please read these Digital Services User Terms carefully before accessing, downloading or using any information, data, text, images, video or audio or any other materials or Digital Services made available by Maersk. By accessing or browsing the Digital Services, you acknowledge that you have read and understood these terms and that you agree to be legally bound by these terms. If you do not agree with these terms, you should cease accessing or using the Digital Services. If you agree to these Digital Services User Terms on behalf of a company or other entity, you represent that you have the authority to bind that entity and its affiliates to these Digital Services User Terms, in which case "User" shall refer to such entity and its affiliates. If you do not have authority or you do not agree with these Digital Services User Terms, you must not access, use or benefit from the Digital Services in any way.

1. Use of Digital Services

1.1. The use of Digital Services is subject to the terms set out below, any additional instructions or terms issued together with the Digital Services at any time, the privacy policy and the cookie policy available at www.maersk.com (together the "Digital Services User Terms").

1.2. The Digital Services User Terms sets out the terms on which Maersk provides access to and User may use or access the Digital Services made available by Maersk. Any payment for Digital Services, will be agreed between the User and Maersk in a separate agreement.

1.3. The Digital Services User Terms shall not affect the terms of any contract of carriage, supply chain services, terminal services or other service agreements between User and Maersk, however, these Digital Services User Terms will form part of said contracts/agreements to the extent Digital Services is provided by Maersk or accessed by a User.

1.4. Unless otherwise agreed in a separate agreement, Maersk may at any time change or update the Digital Services, and anything described in it, without notice to the User. If a modification is unacceptable, User may immediately cease using the Digital Service(s).

Furthermore, Maersk may in its sole discretion amend these Digital Services User Terms at any time. Latest version of these terms will be available at https://terms.maersk.com/digital-services.

2. Definitions

2.1. "Communication" has the meaning described in clause 4.1 herein.

2.2. "Content" means any information, data, text, images, video, audio or any other materials available from Maersk in the Digital Services or generated by User in the Digital Services.

2.3. "Credentials" means any login details (e.g. username, password, access key etc.) registered for a User either issued by Maersk to a User, or created by a User, in order to identify the User's access to and use of the Digital Services.

2.4. "Digital Services" means any services or facilities made available to User or received by User either directly from Maersk or via a webpage owned by Maersk.

2.5. "Maersk" means A.P. Møller-Mærsk A/S, a Danish registered company with its address at Esplanaden 50, 1263 Copenhagen K, Company reg. no. 22 75 62 14 and/or any of its direct or indirect subsidiaries, affiliates, associates, joint ventures or agents.

2.6. "User" means any person accessing Digital Services made available by Maersk whether it is on behalf of the person itself or on behalf of a company or a third party.

2.7. “User Materials” means any information, data or other content or materials posted or uploaded by a User or its actions and activities when using a Digital Service.

3. Authorisation to Use the Digital Services

3.1. If required User agrees to access and use the Digital Services only by using valid Credentials.

3.2. User shall observe any term, instruction or agreement with Maersk in connection with the Digital Services and only access and use the Digital Services and the Content in accordance with the restrictions, conditions and procedures set out in the Digital Services User Terms.

3.3. Subject to full compliance with the Digital Services User Terms, User is hereby granted a limited, term-based, revocable, non-exclusive, non-sublicensable, non-transferable right to access and use the Digital Services and the Content as-is and only for the purposes reasonably anticipated by Maersk. The User may not:

(a) use or permit any other party to use all or any part of the Digital Services or Content or in connection with activities that breach any relevant laws, infringe any third party’s rights, or breach any applicable standards, content requirements or codes;

(b) post to, upload to, temporarily store on (if such facility is provided) or transmit through, the Digital Services any information, materials or content that might be or might encourage conduct that might be unlawful, threatening, abusive, defamatory, obscene, vulgar, discriminatory, pornographic, profane or indecent; or

(c) use the Digital Services for the purpose of or as a means to send “flame” or “spam” emails.

(d) obtain or use any Content made available through the Digital Services for any other purposes than User’s internal purposes. Content must not be extracted (web-scraping or similar activities are specifically not allowed) and resold to any third party or in any other way modified or commercially exploited by the User, unless based on separate written agreement between the User and Maersk. Such written agreement being subject to the following terms and conditions: Terms and Conditions for API Services and related consumption of Tracked Data (“User Terms”) | Maersk Terms, unless otherwise agreed between the Parties.

3.4. A User may be unable to access or use Digital Services if the User do not meet the minimum security requirements notified by Maersk from time to time or fails to installs, implements and maintains appropriate communication facilities (including software and hardware meeting the minimum requirements notified by Maersk). However, Maersk does not warrant that the local set-up of the User in accordance with such minimum requirements will ensure access to, full functionality of or effective operation of the Digital Services. The user shall ensure to obtain any consents and/or licenses required by law for such use.

3.5. Misuse in any form, whether intentionally or not, of the Digital Services and/or the Content shall constitute a material breach of the Digital Services User Terms.

4. Communications

4.1. When a User accesses the Digital Services, Maersk may implement an automated check that valid Credentials have been applied. Maersk may treat any valid Communication, instruction or notification in the form received by Maersk from a User (“Communication”) as properly authorised by and legally binding upon the User, even if in fact no such authority was given or if any Communication received by Maersk was fraudulent or conflicts or appears to conflict with other

instructions of the User. Maersk shall be under no further obligation to check the authenticity of the Communication or the authority of the User transmitting it.

4.2. Where Maersk have reason to believe that received Communication has not been properly authorised or that any breach of security or of the Digital Services User Terms has occurred, Maersk reserve the right at its sole discretion not to act or to delay acting upon the Communication.

4.3. The User is responsible for the accuracy and completeness of Communications received by Maersk and for ensuring that Communications achieve the User's intended purpose and are transmitted correctly to Maersk. Maersk is not liable for any delay or loss where the contents of a Communication received are inaccurate, incomplete or where a Communication is not received by Maersk.

4.4. If the User for whatever reason requests the cancellation or modification of a Communication which Maersk has received, Maersk will make reasonable endeavors to comply with the request. However, Maersk is not liable for any failure to cancel or modify such a Communication if such a request is received at a time or under circumstances that render it unreasonable to comply with the request.

5. Agency

5.1. If any Communication requires Maersk to act for the benefit of the User (or on its behalf) with a third party, the User appoints Maersk to do so as its agent. The User shall indemnify and hold Maersk harmless against any claims, losses, actions, proceedings, damage or other liabilities whatsoever (including damages or compensation paid by Maersk to compromise or settle a claim), and all legal costs or other expenses, suffered by Maersk as a result of, arising out of or otherwise relating to its activities as the User's agent unless caused by Maersk's negligence.

5.2. Where Maersk pass on received Communications, information or content to a third party or otherwise act with a third party for the benefit of the User (or on its behalf), Maersk is not responsible for:

(a) any delay or failure by the third party in processing the Communication, information or content; or

(b) the use of or reliance on any Communication, information or content by the third party.

6. Credentials and security

6.1. User is always obliged to keep any Credentials utilised to access the Digital Services secret and confidential and User shall ensure that no third party shall access the Digital Services utilising Credentials of User. If User suspect that any third party may be making use of User's Credentials, User shall immediately inform Maersk of this fact and provide all reasonable assistance to Maersk in relation to any subsequent investigation or other activities undertaken by Maersk as a result.

6.2. Maersk is not liable for any delay or loss caused by the misuse or misapplication of Credentials.

6.3. The User and the User agree to comply with any reasonable instructions Maersk may issue from time to time regarding the Digital Services's security. The User agrees that it shall implement, maintain and keep current appropriate security arrangements concerning its access to and use of the Digital Services, the Content and information stored on the User's computer systems. The User and Maersk shall each take all reasonable precautions to ensure that their communications through the Digital Services and their own systems are not affected by computer viruses or other destructive or

disruptive components, and to ensure no such components are transmitted to or via Maersk or the Digital Services.

6.4. Maersk shall apply commercially reasonable security measures in relation to the Digital Services. The User confirms that the level of security provided by the proper use of the Credentials is adequate to protect its interests.

6.5. The User must not reverse engineer, decompile or otherwise interfere with or publish or make available to any third party the Credentials or any other software, data, tools or facilities made available to them in connection with the Digital Services.

6.6. The User must notify Maersk as soon as reasonably possible upon becoming aware of any actual or attempted unauthorised access to the Digital Services or any unauthorised transaction or attempt to execute an unauthorised transaction in connection with the Digital Services or any other circumstance that might be reasonably likely to result in any prejudice to the security of the Digital Services or Credentials.

6.7. The User shall not do anything which may result in compromising the security of the Digital Services, the Content, the Credentials or the systems or security of Maersk or any other parties.

7. Intellectual Property Rights

7.1. Ownership of all copyrights, database rights, patents, trade or service marks, product names or design rights (whether (partly) registered or unregistered), trade secrets and confidential information and any similar rights existing in any territory now or in future including but not limited to any derivative works ("Intellectual Property Rights") and similar rights and interests in all domain names, trademarks, logos, appearing in the Digital Services and all Content, or otherwise relating to Digital Services and the Services offered by Maersk via the Digital Services, vests in Maersk or its licensors.

7.2. The User shall procure the waiver of any moral rights in any User Materials. The User hereby irrevocably grants a perpetual, fully paid, irrevocable and worldwide license for Maersk and its licensees to use any User Materials for all business purposes, including without limitation copying, amending, incorporating in other materials, publishing, sub-licensing, reselling, creating derivative works or otherwise and provide such to third parties (and permitting such third parties to use and sublicense the User Materials) anywhere in the world. The User agree to take any steps (including completing any further document) that may be required in any jurisdiction to give effect to this clause.

7.3. Maersk does not warrant or represent that the User's use of the Digital Services or the Content will not infringe rights of third parties.

8. Exclusion of Warranties

8.1. The Digital Services are made available as-is with no warranties as to its availability or fitness for purpose. Maersk will use reasonable commercial efforts to make the Digital Services available to the User and to ensure that the Digital Services operate in substantial conformity with their descriptions.

8.2. Maersk does not warrant that the Content is accurate, sufficient, complete or up to date at the time it is accessed. The User should make further enquiries to satisfy the User of the accuracy and completeness of any Content before relying on it. Maersk makes no warranty that access to the Digital Services will be uninterrupted or error-free. Access to the Digital Services may be suspended or withdrawn to or from Users temporarily or permanently at any time and without prior notice.

Maersk may also impose restrictions on the length and manner of usage of any part of the Digital Services for any reason.

8.3. Quotations issued by Maersk for freight charges, fees or any other charges in the Digital Services, are for informational purposes only and are subject to change without notice, for instance for ad hoc charges and exchange rate fluctuations until confirmation has been issued by Maersk in writing.

8.4. The User are responsible for the accuracy and completeness of any User Materials. The User shall ensure that the User Materials do not infringe any Intellectual Property Rights or other right of any third party and are not defamatory, unlawful, immoral or otherwise likely to breach or infringe any right or requirement or to give rise to any claim for loss or damage by any third party.

8.5. Except as set out in the Digital Services User Terms or separate agreement, Maersk shall have no liability whatsoever for breach of any implied warranty, term or condition that might otherwise apply including (without limitation) in relation to the operation, quality or fitness for purpose of the Digital Services or any Content.

9. Hyperlink to and from Digital Services

9.1. The Digital Services may contain certain links or references to websites operated by third parties or incorporate third-party services. Maersk makes no warranties or representations whatsoever regarding any third-party website or services which the User may access through the Digital Services or which the User may use or access to enable access to or use of this Digital Services and any Content. Any such website or services is wholly separate and independent from the Digital Services and Maersk does not have any control over the content or operation of such.

10. Liability

10.1. Maersk shall not be liable for damages, including from viruses, malware, Trojan horses, time bombs, worms or any other harmful software that may affect, any equipment, hardware, mobile device, software, data or other property as a result of Users download, installation, access to or use of the Digital Services. Maersk will further not be liable for the actions of third parties.

10.2. The total liability of Maersk towards the User, howsoever arising out of or in connection with the Digital Services User Terms and/or the Digital Services or the Content (including in relation to negligence) shall, in aggregate, in respect of any claim, or series of connected claims arising out of the same cause in any calendar year, not exceed USD 10,000 (United States Dollars Ten Thousand).

10.3. The User shall ensure that no claims for more than the aggregate limit of liability set out in clause 10.2 are brought against Maersk.

10.4. The User shall indemnify and hold harmless Maersk against any claims, losses, actions, proceedings, damage or other liabilities whatsoever (including damages or compensation paid by them to compromise or settle a claim), and all legal costs or other expenses, suffered by Maersk arising out of any actual or potential breach by the User of any duties or obligations (including negligence) owed by the User to relating to the Digital Services User Terms, the Digital Services, User Materials or Content.

10.5. Nothing in these Digital Services User Terms shall exclude or limit liability for death or personal injury resulting from gross negligence or for fraud on the part of Maersk.

10.6. Except as set out in these Digital Services User Terms, Maersk shall have no liability whatsoever in respect of Credentials, the Digital Services or the Content howsoever arising (including, without

limitation, under any implied warranty, condition or term). Furthermore, Maersk will not be liable for the accuracy of any data made available in the tool or the Users use of the data made available.

11. Indemnity

User agrees that the use of the Digital Services is solely under User's control and subject to the compliance with these Digital Services User Terms. User agrees to indemnify and hold harmless Maersk and its employees, directors, officers and consultants from any and all claims, damages, liabilities, costs and fees (including all legal costs or other expenses, suffered by Maersk as a result of any actual or potential breach) arising from the use of the Digital Services or from the use of the Digital Services by any third party making use of Users Credentials.

12. Termination and suspension

12.1 Maersk may terminate all or part of any User's access to or use of the Digital Services, the Content and/or Credentials, immediately if User is in breach of these terms or upon 7 days written notice.

12.2. Maersk may suspend some or all access to or use of the Digital Services, the Content, User Materials or Credentials for scheduled or unscheduled routine, non-routine or emergency maintenance or for any other reason where Maersk reasonably considers it necessary to do so. In the event of such a suspension, Maersk will, where reasonably practicable, use reasonable efforts to give notice of the suspension via the Digital Services beforehand.

12.3. Termination of these Digital Services User Terms will not affect the rights and remedies of the parties accrued prior to termination, nor affect any provision intended to continue after termination.

13. Miscellaneous

13.1. If a conflict arises between (a) these Digital Services User Terms and the Privacy Policy referred to in clause 1.1, the Privacy Policy shall prevail to the extent of conflict; and (b) these Digital Services User Terms and any other terms relevant for a given Digital Service, those other terms relevant for a given Digital Service shall prevail to the extent of conflict.

13.2. Use of Credentials, the Digital Services, or the Content may be subject to certain legal or regulatory requirements in some jurisdictions. The User may only access or use the Credentials, Digital Services, or Content to the extent such access or use is permitted in the jurisdiction where accessed or used.

13.3. The User may not assign, part with or otherwise transfer any right or benefit under any provision in the Digital Services User Terms without Maersk's prior written consent.

13.4. Maersk will not be liable for any force majeure events including loss (including without limitation loss of profit), damage, delay or failure in performing any of its duties relating to the Digital Services caused in whole or in part by the action of any government or governmental agency, natural occurrence, law or regulation (or any change in the interpretation thereof), injunction, currency restriction, sanction, exchange control, industrial action (whether involving its staff or not), war, terrorist action, equipment failure, interruption to power supplies or anything else beyond its reasonable control.

13.5. The Digital Services User Terms supersedes all previous agreements, communications, representations and discussions between the parties relating to the Digital Services. Save as expressly stated, no party will have a right of action against Maersk arising from any previous

agreement, communication, representation and discussion in respect of the Digital Services (except in the case of fraudulent misrepresentation) and it is acknowledged by the User that it has not relied on any terms, warranties, representations or conditions other than those expressly stated in the Digital Services User Terms. No modification or waiver shall be binding on Maersk unless it is in writing and agreed by an authorised representative of Maersk.

13.6. References in the Digital Services User Terms to “in writing” or “written” include communication by email or other electronic form. References in the Digital Services User Terms to the singular include the plural and vice versa.

13.7. Each of the provisions of the Digital Services User Terms is severable from the others and if one or more of them becomes void, illegal or unenforceable, the remainder will not be affected in any way.

13.8 The rights of Maersk under the Digital Services User Terms may be exercised as often as necessary and are cumulative and not exclusive of their rights under any applicable law. Any delay in the exercise or non-exercise of any such right is not a waiver of that right.

13.9. Maersk may assist or co-operate with authorities in any jurisdiction in relation to any direction or request to disclose personal or other information regarding any User or the use of the Digital Services or the Content.

13.10. Maersk’s affiliates, associates and agents (“Relevant Third Parties”) shall have the benefit of all provisions of the Digital Services User Terms. In entering into the Digital Services User Terms, Maersk does so (to the extent of such provisions) not only on its own behalf but also as agent and trustee for such persons.

13.11. To the extent that clause 13.10 is not effective to give such benefit to any Relevant Third Party, it may enforce such provisions in its own name pursuant to the Contracts (Rights of Third Parties) Act 1999. The Digital Services User Terms may be varied or rescinded, by agreement or in accordance with its terms, without the consent of any Relevant Third Party.

13.12. Maersk may process, for the purpose of providing the Digital Services, any personal information it receives from the User in connection with the use of the Digital Services. Such processing may take place in countries outside the European Economic Area. The User warrant that processing of such information by Maersk in accordance with the Digital Services User Terms will not put Maersk in breach of any applicable law or of the Digital Services User Terms.

14. Law and Jurisdiction

14.1. The parties agree that the Digital Services User Terms shall be governed by and construed in accordance with English law and shall be subject to the exclusive jurisdiction of the High Court of Justice in London.