

User Terms of Services

Effective: 27th March 2025

Introduction

These User Terms of Service (the "User Terms") govern your access and use of our online freight management tools and platform (the "Services"). Please read them carefully. Even though you are signing onto an existing tenant, these User Terms apply to you as a user of the Services.

Legally Binding Nature

These User Terms are a legally binding contract between you and us. As part of these User Terms, you agree to comply with the most recent version of our Acceptable Use Policy, which is incorporated by reference into these User Terms. If you access or use the Services, or continue accessing or using the Services after being notified of a change to the User Terms or the Acceptable Use Policy, you confirm that you have read, understand and agree to be bound by the User Terms and the Acceptable Use Policy. "We", "our" and "us" currently refers to the applicable MachShip entity in the Contract (defined below).

Customer location	MachShip Contracting Identity	Governing Law	Venue
Australia	Techrep Services PTY LTD	Australia	Victoria
New Zealand	MachShip New Zealand Ltd	New Zealand	New Zealand

Customers Choices and Instructions

You are an Authorised User on a Tenant Controlled by a 'Customer'

An organisation or other third party that we refer to in these User Terms as "Customer" has invited you to a tenant (i.e., a unique domain where a group of users may access the Services, as further described in our Help Centre pages). If you are joining one of your employer's tenants, for example, Customer is your employer.

What This Means for You and for Us

For the purposes of these User Terms:

Customer Data refers to all content or information (including Personal Information) submitted to the Services, generated by the Customer through its use of the Services or otherwise obtained by us in connection with the Customer's use of the Services.

Personal Information means information about an identifiable individual and any other information that is "personal information" under applicable privacy law.

Customer has separately agreed to our Customer Terms of Service or entered into a written agreement with us (in either case, the "Contract") that permitted Customer to create and configure a tenant so that you and others could join (each invitee granted access to the Services, including you, is an "Authorised User"). The Contract contains our commitment to deliver the Services to Customer, who may then invite Authorised Users to join its tenant(s). When an Authorised User (including, you) submits content or information to the Services, or generates other content or information through the use of the Services, such as messages or files, you acknowledge and agree that the Customer Data is owned by Customer and the Contract provides Customer with many choices and control over that Customer Data. For example, Customer may provision or deprovision access to the Services, enable or disable third party integrations,

manage permissions, retention and export settings, transfer or assign tenants, share content, or consolidate your tenant or content with other tenants or content, and these choices and instructions may result in the access, use, disclosure, modification or deletion of certain or all Customer Data. Please check out our Help Centre pages for more detail on our different Service plans and the options available to Customer.

The Relationship Between You and Us

Responsibilities

AS BETWEEN US AND CUSTOMER, YOU AGREE THAT IT IS SOLELY CUSTOMER'S RESPONSIBILITY TO:

- A. INFORM YOU AND ANY AUTHORISED USERS OF ANY RELEVANT CUSTOMER POLICIES AND PRACTICES AND ANY SETTINGS THAT MAY IMPACT THE PROCESSING OF CUSTOMER DATA (INCLUDING PERSONAL INFORMATION);
 - B. OBTAIN ANY RIGHTS, PERMISSIONS OR CONSENTS FROM YOU AND ANY AUTHORISED USERS THAT ARE NECESSARY FOR THE LAWFUL USE OF CUSTOMER DATA (INCLUDING PERSONAL INFORMATION) AND THE OPERATION OF THE SERVICES;
 - C. ENSURE THAT CUSTOMER'S COLLECTION, USE, TRANSFER AND PROCESSING OF CUSTOMER DATA (INCLUDING PERSONAL INFORMATION) IN CONNECTION WITH THE CONTRACT IS LAWFUL;
 - D. (I) MANAGE THE CONSIGNMENTS (INCLUDING CHOOSING, CLASSIFYING, VERIFYING, LABELLING, DOCUMENTING, PACKING, LOADING, STORING, TRANSPORTING, UNLOADING, RECEIPT AND TRANSFER) OF ALL GOODS, INCLUDING DANGEROUS GOODS; (II) ENSURE COMPLIANCE WITH ALL DANGEROUS GOODS LAWS; (C) NOT USE ANY PRODUCT IN RELATION TO THE TRANSPORTATION OF ANY GOOD OR SUBSTANCE DESCRIBED AS "GOODS TOO DANGEROUS TO BE TRANSPORTED" (OR SIMILAR DESCRIPTION) UNDER DANGEROUS GOODS LAWS; AND
 - E. RESPOND TO AND RESOLVE ANY DISPUTE WITH YOU AND ANY AUTHORISED USER RELATING TO OR BASED ON CUSTOMER DATA, THE SERVICES OR CUSTOMER'S FAILURE TO FULFILL THESE OBLIGATIONS.
- For the purposes of these User Terms:

Dangerous Goods includes dangerous goods as that term is defined in the Australian Dangerous Goods Code (Australia) and Dangerous Goods 2005 Rules (New Zealand).

Dangerous Goods Laws means the rules, regulations and legislation relating to the transport of Dangerous Goods which includes but is not limited to the Australian Dangerous Goods Code (Australia) and Dangerous Goods 2005 Rules (New Zealand).

No Representation or Warranties

TO THE MAXIMUM EXTENT PERMITTED BY LAW, MACHSHIP MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, TO YOU RELATING TO THE SERVICES, WHICH ARE PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS.

Eligibility and Conduct

Legal Age

To the extent permitted by applicable law, the Services are not intended for and should not be used by anyone under the age of eighteen. You represent that you are over the legal age and are the intended recipient of Customer's invitation to the Services. You may not access or use the Services for any purpose if either of the representations in the preceding sentence is not true. Without limiting the foregoing, you must be of legal working age.

Acceptable Use Policy

To help ensure a safe and productive work environment, all Authorised Users must comply with our Acceptable Use Policy and remain vigilant in reporting inappropriate behavior or content to Customer and us.

If we reasonably believe that the Services are being used by an Authorised User in violation of these User Terms, the Acceptable Use Policy or applicable law, we may terminate or suspend that Authorised User's access to the Services, immediately on notice that user.

Limitation of Liability

If we believe that there is a violation of the Contract, User Terms, the Acceptable Use Policy, or any of our other policies that can simply be remedied by Customer's removal of certain Customer Data or taking other action, we will, in most cases, ask Customer to take action rather than intervene. We may directly step in and take what we determine to be appropriate action (including disabling your account) if Customer does not take appropriate action or we believe there is a credible risk of harm to us, the Services, Authorised Users, or any third parties.

Disclaimer of Damages

IN NO EVENT WILL YOU OR WE HAVE ANY LIABILITY TO THE OTHER FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNLESS YOU ARE ALSO A CUSTOMER (AND WITHOUT LIMITATION TO OUR RIGHTS AND REMEDIES UNDER THE CONTRACT), YOU WILL HAVE NO FINANCIAL LIABILITY TO US FOR A BREACH OF THESE USER TERMS. OUR MAXIMUM AGGREGATE LIABILITY TO YOU FOR ANY BREACH OF THE USER TERMS IS ONE HUNDRED DOLLARS (AU\$100) IN THE AGGREGATE. THE FOREGOING DISCLAIMERS WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW, DO NOT LIMIT EITHER PARTY'S RIGHT TO SEEK AND OBTAIN EQUITABLE RELIEF, AND WILL NOT LIMIT ANY RIGHTS OR REMEDIES YOU MAY HAVE UNDER CONSUMER LAW IN ACCORDANCE WITH THE SECTION BELOW.

Application of Consumer Law

MachShip is a workplace tool intended for use by businesses and organisations and not for consumer purposes. If you are located in Australia, to the maximum extent permitted by law, with the exception of the consumer guarantees imposed under Schedule 2 of the Competition and Consumer Act 2010 (Cth) ("Australian Consumer Law"), MachShip excludes any term, condition or warranty that may otherwise be implied into these terms. If you are located in New Zealand, and you are acquiring services from MachShip 'in trade' within the meaning given to that term in the Fair Trading Act 1986 or Consumer Guarantees Act 1993 (as applicable), to the maximum extent permitted by law, you agree that the guarantees set out in the Consumer Guarantees Act 1993, and sections 9, 12A, 13, and 14(1) of the Fair Trading Act 1986, will not apply to your use of the Services if it is fair and reasonable for you to be bound by this clause. If however any consumer laws (e.g., in Australia, the Competition and Consumer Act 2010 (Cth) or in New Zealand, the Fair Trading Act 1986 or Consumer Guarantees Act 1993) do apply and cannot otherwise be lawfully excluded, nothing in these User Terms will restrict, exclude or modify any statutory warranties, guarantees, rights or remedies you have. MachShip's liability in respect of any breach or failure to comply with any consumer guarantees imposed under the Australian Consumer Law is limited (at our option) to:

- (a) in the case of products:
 - (i) the replacement of the products or the supply of equivalent products;
 - (ii) the repair of products;
 - (iii) the payment of the cost of replacing the products or of acquiring equivalent products; or
 - (iv) the payment of the costs of having the products repaired; and
- (b) in the case of services:
 - (i) the supplying of the services again; or
 - (j) the payment of the cost of having the services supplied again.

Survival

The sections titled "The Relationship Between You, Customer, and Us," "Limitation of Liability," and "Survival," and all of the provisions under the general heading "General Provisions" will survive any termination or expiration of the User Terms.

General Provisions

Email and MachShip Messages

Except as otherwise set forth herein, all notices under the User Terms will be by email, although we may instead choose to provide notice to Authorised Users through the Services (e.g., a MachShip notification).

Notices to MachShip should be sent to support@machship.com, except for legal notices, which must be sent to legal@machship.com. A notice will be deemed to have been duly given (a) the day after it is sent, in the case of a notice sent through email; and (b) the same day, in the case of a notice sent through the Services. Notices under the Contract will be delivered solely to Customer in accordance with the terms of that agreement.

Privacy Policy

Please review our Privacy Policy for more information on how we collect and use Personal Information relating to the use and performance of the Services and our products.

Modifications

As our business evolves, we may change these User Terms or the Acceptable Use Policy. If we make a material change to the User Terms or the Acceptable Use Policy, we will provide you with reasonable notice prior to the change taking effect either by emailing the email address associated with your account or by messaging you through the Services. You can review the most current version of the User Terms at any time by visiting this page, and by visiting the following for the most current versions of the other pages that are referenced in these User Terms: Acceptable Use Policy and Privacy Policy. Any material revisions to these User Terms will become effective on the date set forth in our notice, and all other changes will become effective on the date we publish the change. If you use the Services after the effective date of any changes, that use will constitute your acceptance of the revised terms and conditions.

Waiver

No failure or delay by either party in exercising any right under the User Terms, including the Acceptable Use Policy, will constitute a waiver of that right. No waiver under the User Terms will be effective unless made in writing and signed by an authorised representative of the party being deemed to have granted the waiver.

Severability

The User Terms, including the Acceptable Use Policy, will be enforced to the fullest extent permitted under applicable law. If any provision of the User Terms is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of the User Terms will remain in effect.

Assignment

You may not assign any of your rights or delegate your obligations under these User Terms, including the Acceptable Use Policy, whether by operation of law or otherwise, without the prior written consent of us (not to be unreasonably withheld). We may assign these User Terms in their entirety (including all terms and conditions incorporated herein by reference), without your consent, to a corporate affiliate or in connection with a merger, acquisition, corporate reorganisation, or sale of all or substantially all of our assets.

Governing Law; Venue; Fees

The User Terms, including the Acceptable Use Policy, and any disputes arising out of or related hereto, will be governed exclusively by the same applicable governing law of the Contract. The courts located in the applicable venue of the Contract will have exclusive jurisdiction to adjudicate any dispute arising out of or relating to the User Terms, including the Acceptable Use Policy, or its formation, interpretation or enforcement. Each party hereby consents and submits to the exclusive jurisdiction of such courts. In any action or proceeding to enforce rights under the User Terms, the prevailing party will be entitled to recover its reasonable costs and attorney's fees.

Entire Agreement

The User Terms, including any terms incorporated by reference into the User Terms, constitute the entire agreement between you and us and supersede all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. To the extent of any conflict or inconsistency between the provisions in these User Terms and any pages referenced in these User Terms, the terms of these User Terms will first prevail; provided, however, that if there is a conflict or inconsistency between the Contract and the User Terms, the terms of the Contract will first prevail, followed by the provisions in these User Terms, and then followed by the pages referenced in these User Terms (e.g., the Privacy Policy). Customer will be responsible for notifying Authorised Users of those conflicts or inconsistencies and until such time the terms set forth herein will be binding.

Contacting MachShip

Please also feel free to contact us if you have any questions about MachShip's Security Practices Policy. You may contact us at support@machship.com or at our mailing address below:

MachShip

**c/- Techrep Services PTY LTD
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Cremorne, VIC 3121
Australia**