

## Customer Terms of Service

These Customer Terms of Service (the "Customer Terms") describe your rights and responsibilities when using our online freight management tools and platform (the "Services"). Please read them carefully. If you are a Customer (defined below), these Customer Terms govern your access and use of our Services. If you are being invited to a tenant set up by a Customer, the User Terms of Service (the "User Terms") govern your access and use of the Services.

## These "Customer Terms" Form a Part of a Binding "Contract"

These Customer Terms (or, if applicable, your written agreement with us) and any Order Form(s) (defined below) together form a binding "Contract" between Customer and us. "We," "our" and "us" refers to the applicable MachShip entity in the section entitled "Which MachShip Entity is Customer Contracting With?" below.

## Your Agreement On Behalf of "Customer"

If you purchase subscription(s), create a tenant (i.e., a digital place where a group of users may access the Services, as further described in our Help Centre pages), invite users to that tenant, or use or allow use of that tenant after being notified of a change to these Customer Terms, you acknowledge your understanding of the then-current Contract and agree to the Contract on behalf of Customer. Please make sure you have the necessary authority to enter into the Contract on behalf of Customer before proceeding.

## Customer Choices & Instructions

Who is "Customer"?

"Customer" is the organisation that you represent in agreeing to the Contract. You must provide the relevant valid, active ABN (Australian Business Number) or NZBN (New Zealand Business Number) of Customer when signing up on behalf of Customer.

## Signing Up Using a Corporate Email Domain

If you signed up for a plan using your corporate email domain, your organisation is Customer, and Customer can modify and re-assign roles on your tenant (including your role) and otherwise exercise its rights under the Contract. If Customer elects to replace you as the representative with ultimate authority for the tenant, we will provide you with notice following such election and you agree to take any actions reasonably requested by us or Customer to facilitate the transfer of authority to a new representative of Customer.

## What This Means for Customer and for Us

For the purposes of this Contract:

**Customer Data** refers to all content or information (including Personal Information) submitted to the Services, or generated by the Customer through its use of the Services.

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

Individuals authorised by Customer to access the Services (an "Authorised User") may submit content or information to the Services, such as consignments or files, or may generate other content or information through the use of the Services, and Customer may exclusively provide us with instructions on what to do with it. For example, Customer may allow access or remove access to the Services, enable or disable third party integrations, manage permissions, retention and export settings, transfer or assign tenants, share content, or consolidate tenants with other tenants. Since these choices and instructions may result in the access, use, disclosure, modification or deletion of certain or all Customer Data, please review the Help Centre pages for more information about these choices and instructions. Customer will (a) inform Authorised Users of all Customer policies and practices that are relevant to their use of the Services and of any settings that may impact the processing of Customer Data; (b) obtain any rights, permissions or consents from any Authorised Users that are necessary for the lawful use of Customer Data and the operation of the services; (c) ensure the transfer and processing of Customer Data under the Contract is lawful; and (d) respond to and resolve any dispute with any Authorised User relating to or based on Customer Data, the services or your failure to fulfill these obligations.

## Ordering Subscriptions

A subscription allows an Authorised User to access the Services via a tenant. No matter the role, each Authorised User must be linked to one or more tenants to be able to access the Services. A subscription may be procured through the Services interface, or in some cases, via an order form entered into between Customer and us (each, an "Order Form"). Please see the Help Centre for more information on procuring subscriptions and inviting new Authorised Users. Each Authorised User must agree to the User Terms to activate their access to a tenant. Subscriptions commence when we make them available to Customer and continue for the term specified in the Services "check-out" interface or in the Order Form, as applicable. Each subscription is for a single tenant for a specified term. We sometimes enter into other kinds of ordering arrangements, but that would need to be spelled out and agreed to in an Order Form. During an active subscription term, adding more subscriptions is fairly easy. Check out our Help Centre pages for additional information on setting up a tenant and assigning roles.

## Purchasing Domains

We may share information about our future product plans because we like transparency. Our public statements about those product plans are an expression of intent, but do not rely on them when making a purchase. If Customer decides to buy our Services, that decision should be based on the functionality or features we have made available today and not on the delivery of any future functionality or features.

## Choosing to be a Beta Tester

Occasionally, we look for beta testers to help us test our new features. These features will be identified as "beta" or "pre-release," or words or phrases with similar meanings (each, a "Beta Product"). Beta Products may not be ready for prime time so they are made available "as is," and any warranties, representations, guarantees or contractual commitments (including service uptime commitments) we make for other Services do not apply. Should Customer encounter any faults with our Beta Products, we would love to hear about them; our primary reason for running any beta programs is to iron out issues before making a new feature widely available.

## Feedback is Welcome

The more suggestions our customers make, the better the Services become. If Customer sends us any feedback or suggestions regarding the Services, there is a chance we will use it, so Customer grants us (for itself and all of its Authorised Users and other Customer personnel) an unlimited, irrevocable, perpetual, sublicensable, transferable, royalty-free license to use any such feedback or suggestions for any purpose without any obligation or

compensation to Customer, any Authorised User or other Customer personnel. If we choose not to implement the suggestion, please don't take it personally. We appreciate it nonetheless.

## Non-MachShip Products

Our Services include a platform that allows integration between the Services and third party transport or shipping services or products or services of other companies (each, a "Non-MachShip Product"). We also maintain a directory where Non-MachShip Products are available for installation. THESE ARE NOT OUR PRODUCTS OR SERVICES, SO TO THE MAXIMUM EXTENT PERMITTED BY LAW WE DO NOT WARRANT OR SUPPORT NON-MACHSHIP PRODUCTS (OR MAKE ANY REPRESENTATIONS OR GUARANTEES WITH RESPECT TO THEM), AND, ULTIMATELY, CUSTOMER (AND NOT US) WILL DECIDE WHETHER OR NOT TO ENABLE THEM. ANY USE OF A NON-MACHSHIP PRODUCT IS SOLELY BETWEEN CUSTOMER AND THE APPLICABLE THIRD PARTY PROVIDER AND SUBJECT TO THE TERMS OF THAT PROVIDER. If a Non-MachShip Product is enabled for Customer's tenant, please be mindful of any Customer Data that will be shared with the third party provider and the purposes for which the provider requires access, which may be set out in its terms or privacy notices. You hereby authorise us to share such Customer Data with the third party provider to the extent necessary for you to use that Non-MachShip Product or for any other purposes set out in that provider's terms. To the maximum extent permitted by law, we will not be responsible for any third party provider's use, disclosure, modification or deletion of Customer Data that is transmitted to, or accessed by, a Non MachShip Product (whether as a result of our actions or yours). Check out our Help Centre pages for more information.

## 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 our websites and products.

## Customer & Authorised Users

### Use of the Services

Customer must comply with the Contract and ensure that its Authorised Users comply with the Contract and the User Terms. We may review conduct for compliance purposes, but we have no obligation to do so. We aren't responsible for the content of any Customer Data or the way Customer or its Authorised Users choose to use the Services to store or process any Customer Data. The Services are not intended for and should not be used by anyone under the age of 18. Customer must ensure that all Authorised Users are over 18 years old. Customer is solely responsible for providing high speed internet service for itself and its Authorised Users to access and use the Services.

## Our Removal Rights

If we believe that there is a violation of the Contract that can simply be remedied by Customer's removal of certain Customer Data or Customer's disabling of a Non-MachShip Product, we will, in most cases, ask Customer to take direct action rather than intervene. However, we may directly step in and take what we determine to be appropriate action, if Customer does not take appropriate action, or if we believe there is a credible risk of harm to us, the Services, Authorised Users, or any third parties.

# Payment Obligations

## Payment Terms

For Customers that purchase our Services, fees are specified at the Services interface "check-out" and in the Order Form(s) and will be invoiced to the Customer monthly. To the maximum extent permitted by law, payment obligations are non-cancellable. For clarity, in the event Customer downgrades any subscriptions, Customer will remain responsible for any unpaid fees under the paid plan for the remainder of the subscription term, and Services under the paid plan will be deemed fully performed and delivered upon expiration of the relevant paid plan subscription term. Check out our Help Centre pages for more information about payment options. If we agree to invoice Customer by email, full payment must be received within fourteen (14) days from the invoice date. Fees are stated exclusive of any taxes, levies, duties, or similar governmental assessments of any nature, including, for example, value-added, sales, use, goods and services or withholding taxes, assessable by any jurisdiction (collectively, "Taxes"). Customer will be responsible for paying (and we may invoice Customer for) all Taxes associated with its purchases, except for those taxes based on our net income. Should any payment for the Services be subject to withholding tax by any government, Customer will reimburse us for such withholding tax and will apply a 'gross up' to any amounts invoiced by us so that we receive the total amount invoiced, regardless of any amounts Customer is required to withhold.

## Credits

Any credits that may accrue to Customer's account (for example, from a promotion), excluding any credits that have been refunded to you, will expire following expiration or termination of the applicable Contract, will have no currency or exchange value, and will not be transferable or refundable. For more information on credits, please see the Help Centre.

## Suspension for Non-Payment

If any fees owed to us by Customer (excluding amounts disputed reasonably and in good faith) are fourteen (14) days or more overdue, we may, without limiting our other rights and remedies, suspend access to the Services until those amounts are paid in full, so long as we have given Customer ten (10) or more days' prior notice that its account is overdue and full payment has not been made by the end of that ten day period. Notwithstanding the second paragraph of the "Our Responsibilities Providing the Services" section below, Customer acknowledges and agrees that a downgrade will result in a decrease in certain features and functionality and potential loss of access to Customer Data, as illustrated by comparing the plans in the Pricing Guide.

## Our Responsibilities Providing the Services

We will (a) make the Services available to Customer and its Authorised Users as described in the Contract; and (b) not use or process Customer Data for any purpose without Customer's prior written instructions; provided, however, that "prior written instructions" will be deemed to include use of the Services by Authorised Users (including use of Non-MachShip Products in accordance with the "Non-MachShip Products" section above) and any processing related to such use or otherwise necessary for the performance of the Contract. We may also use or process Personal Information comprised in Customer Data in accordance with our Privacy Policy. Be assured that (a) the Services will perform materially in accordance with our then-current Help Centre pages; and (b) subject to the "Non-MachShip Products" and "Suspension for Non-Payment" sections, we will not materially decrease the functionality of a Service during a subscription term. For any breach of an obligation in this section, Customer's exclusive remedies are those described in the sections titled "Termination for Cause" and "Effect of Termination".

## Keeping the Services Available

As further described in our Help Centre pages, for some of our Services, we also offer specific uptime commitments paired with credits, if we fall short. In those cases, the credits will be Customer's sole remedy for the downtime and related inconvenience. For all Service plans, we will use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, excluding planned downtime. We expect planned downtime to be infrequent but will endeavour to provide Customer with advance notice (e.g., through the Services), if we think it may exceed five (5) continuous minutes.

## Protecting Customer Data

The protection of Customer Data is a top priority for us so we will maintain administrative, physical, and technical safeguards at a level not materially less protective than as described

in our Security Practices page. Those safeguards will include measures for preventing unauthorised access, use, modification, deletion and disclosure of Customer Data by our personnel. Before sharing Customer Data with any of our third party service providers, we will ensure that the third party maintains, at a minimum, reasonable data practices for maintaining the confidentiality and security of Customer Data and preventing unauthorised access. To the maximum extent permitted by law, Customer (not us) bears sole responsibility for adequate security, protection and backup of Customer Data when in Customer's or its representatives' or agents' possession or control. We are not responsible for what Customer's Authorised Users or Non-MachShip Products do with Customer Data. That is Customer's responsibility.

## The MachShip Extended Family

We may leverage our employees, those of our corporate affiliates and third party contractors (the "MachShip Extended Family") in exercising our rights and performing our obligations under the Contract. We will be responsible for the MachShip Extended Family's compliance with our obligations under the Contract

## Ownership and Proprietary Rights What's Yours is Yours...

As between us on the one hand, and Customer and any Authorised Users on the other, Customer will own all Customer Data. Subject to the terms and conditions of the Contract, Customer (for itself and all of its Authorised Users) grants us and the MachShip Extended Family a worldwide, non-exclusive, limited term license to access, use, process, copy, distribute, perform, export and display Customer Data, and any Non-MachShip Products created by or for Customer, only as reasonably necessary (a) to provide, maintain and update the Services; (b) to prevent or address service, security, support or technical issues; (c) as required by law or as permitted by the Data Request Policy; and (d) as expressly permitted in writing by Customer. Customer represents and warrants that it has secured all rights in and to Customer Data from its Authorised Users and any third parties as may be necessary to grant this license.

## And What's Ours is Ours

We own and will continue to own our Services, including all related intellectual property rights. We may make software components available, via app stores or other channels, as part of the Services. We grant to Customer a non-sublicensable, non-transferable, nonexclusive, limited license for Customer and its Authorised Users to use the object code version of these components for the Contract Term, but solely as necessary to use the Services and in accordance with the Contract and the User Terms. All of our rights not expressly granted by this license are hereby retained.

# Term and Termination

## Contract Term

A subscription automatically renews monthly until terminated as described in the auto-renewal section below. The Contract remains effective until all subscriptions ordered under the Contract have expired or been terminated or the Contract itself terminates. Termination of the Contract will terminate all subscriptions and all Order Forms.

## Auto-Renewal

Unless an Order Form says something different, (a) all subscriptions automatically renew (without the need to go through the Services-interface “check-out” or execute a renewal Order Form) for additional periods equal to one (1) month; and (b) the per-unit pricing during any automatic renewal term will remain the same as it was during the immediately prior term. Either party can give the other notice of non-renewal at least thirty (30) days before the end of a subscription term to stop the subscriptions from automatically renewing.

## Termination for Cause

We or Customer may terminate the Contract on notice to the other party if the other party materially breaches the Contract and such breach is not cured within thirty (30) days after the non-breaching party provides notice of the breach. Customer is responsible for its Authorised Users, including for any breaches of this Contract caused by its Authorised Users. We may terminate the Contract or any individual Order Form or subscription immediately on notice to Customer if we reasonably believe that the Services are being used by Customer or its Authorised Users in violation of the User Terms, Acceptable Use Policy or applicable law. Without limiting those termination rights, we may also suspend Customer’s or any of its Authorised Users’ access to the Services in such circumstances, immediately on notice to Customer and/or the affected user.

## Effect of Termination

Upon any termination for cause by Customer, we will refund Customer any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Upon any termination for cause by us, Customer will pay any unpaid fees covering the remainder of the term of those subscriptions after the effective date of termination. In no event will any termination relieve Customer of the obligation to pay any fees payable to us for the period prior to the effective date of termination.



## Data Portability and Deletion

We are custodians of Customer Data. During the term of a tenant's subscriptions, Customer will be permitted to export or share certain Customer Data from the Services; provided, however, that because we have different products with varying features and Customer has different retention options, Customer acknowledges and agrees that the ability to export or share Customer Data may be limited or unavailable depending on the type of Services plan in effect and the data retention, sharing or invite settings enabled. Following termination or expiration of a tenant's subscriptions, subject to relevant laws, we will have no obligation to maintain or provide any Customer Data and may thereafter, unless legally prohibited, delete all Customer Data in our systems or otherwise in our possession or under our control. Please review our Security Practices page for more information on how Customer itself can initiate deletion.

## Warranties and Liability

Customer warrants to us that: (a) to the best of its knowledge and belief, all information supplied by Customer is true and correct; (b) Customer has made all necessary enquiries and is satisfied regarding the suitability of MachShip for Customer's purposes; (c) Customer and Customer's Authorised Users will not use MachShip in breach of any law or any person's rights (including intellectual property rights); (d) in the case of an individual, you are over 18 years of age; (e) in the case of an individual entering into these Terms on behalf of a partnership, an association, an organisation or an agency or department, you are authorised to enter into these Terms in that capacity; and (f) Customer and Customer's Authorised Users will use MachShip only for the purposes stated in these Terms, and in the product description for MachShip. Customer must indemnify MachShip and our related bodies corporate (the "Indemnified Parties") from any claim, loss, injury, damage, fine, penalty, liability (and any costs or expenses associated with any of the foregoing) whatsoever suffered or incurred by an Indemnified Party arising from or in connection with: (a) MachShip's use of any information provided by or on behalf of Customer or Customer's Authorised Users, provided such use is in accordance with the Contract; (b) the use of MachShip by Customer, or Customer's Authorised Users other than in compliance with the Contract, User Terms or Acceptable Use Policy; (c) any breach of a person's rights (including, but not limited to, defamation, intellectual property and privacy rights) in respect of the use of MachShip by Customer or Customer's Authorised Users, where such use is other than in compliance with the Contract, User Terms or Acceptable Use Policy; and (d) any other breach of these Terms by Customer or Customer's Authorised Users. This indemnity will not apply to the extent the relevant loss was caused by the Indemnified Party. All terms which might otherwise be implied into these Terms, are excluded. We do not warrant that MachShip or any service will be uninterrupted or error-free, or that any content are accurate, complete, reliable, current, or error-free.

To the extent permitted by law, and without limiting any rights or remedies Customer or an Authorised User may be entitled to under the New Zealand Consumer Guarantees Act 1993 and the Australian Consumer Law set out in Schedule 2 of the Competition and Consumer Act 2010 (Cth) ("Australian Consumer Law") that cannot be lawfully limited or excluded, Customer agrees that our maximum aggregate liability in relation to any claim, loss or damage, whether arising under or in relation to these Terms, any tortious act or omission

(including negligence) or under common law or statute, is excluded and (if it cannot be excluded) is otherwise limited to the amount that Customer has actually paid us in the twelve months prior to the event giving rise to the claim. Subject to sub-sections 259(4) and 267(4) of the Australian Consumer Law, and without limiting any non-excludable rights or remedies under the Australian Consumer Law and Consumer Guarantees Act 1993 (if applicable), in no event will we be liable to Customer or to any other person for any indirect, special, incidental, consequential, punitive or other like loss or damage whatsoever, loss of profit or loss of data, whether or not such person was advised of the possibility of such loss or damage, in relation to these Terms. Nothing in MachShip constitutes advice of any type. Information contained on MachShip is provided on an "as is" basis. We are not required to provide such advice or information under these Terms, and Customer shall make Customer's own enquiries as to the appropriateness and correctness of such. Subject to these Terms, we shall not be responsible for loss or damage occasioned by Customer in reliance thereof. We disclaim, to the maximum extent permitted by law, all responsibility and liability arising directly or indirectly from any use of content contained or referred to in MachShip, including any errors, omissions or harmful components. We do not warrant that MachShip will be compatible with any hardware and software which Customer or Customer's Authorised Users may use. Customer acknowledges and agrees: (a) MachShip is intended to facilitate the creation, management and booking of consignments, however: (i) we and our related bodies corporate are independent of freight providers and do not provide freight services; and (ii) neither us nor our related bodies corporate are involved in the consignment of goods; (b) Customer, Customer's Authorised Users and the freight provider(s) chosen by Customer or Customer's Authorised Users are solely responsible for: (i) the consignment (including choosing, classifying, verifying, labelling, documenting, packing, loading, storing, transporting, unloading, receipt and transfer) of all goods, including Dangerous Goods; (ii) ensuring that they comply with all Dangerous Goods Laws; (c) Customer and Customer's Authorised Users must 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; (d) Customer and Customer's Authorised Users must fully indemnify and defend us and our related bodies corporate and their respective officers, employees, contractors and agents (collectively the "Indemnified Parties") from any claim, loss, injury, damage, fine, penalty, liability, costs or expenses whatsoever suffered or incurred by the Indemnified Parties arising from or in connection with: (i) a failure to strictly comply with this clause; (ii) all acts and omissions of Customer, Customer's Authorised Users and Customer's freight providers in relation to the consignment (including choosing, classifying, verifying, labelling, documenting, packing, loading, storing, transporting, unloading, receipt and transfer) of all goods, including Dangerous Goods; or (iii) Dangerous Goods Laws.

For the purposes of this Contract:

**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).

# Confidentiality

## Confidential Information

Each party ("Disclosing Party") may disclose "Confidential Information" to the other party ("Receiving Party") in connection with the Contract, which is anything that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure including all Order Forms, as well as non-public business, product, technology and marketing information. Confidential Information of Customer includes Customer Data. If something is labelled "Confidential," that's a clear indicator to the Receiving Party that the material is confidential. Notwithstanding the above, Confidential Information does not include information that (a) is or becomes generally available to the public without breach of any obligation owed to the Disclosing Party; (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (c) is received from a third party without breach of any obligation owed to the Disclosing Party; or (d) was independently developed by the Receiving Party.

## Protection and Use of Confidential Information

The Receiving Party will: (a) take at least reasonable measures to prevent the unauthorised disclosure or use of Confidential Information, and limit access to those employees, affiliates and contractors who need to know such information in connection with the Contract; and (b) not use or disclose any Confidential Information of the Disclosing Party for any purpose outside the scope of this Contract without the prior written consent of the Disclosing Party. Nothing above will prevent either party from sharing Confidential Information with financial and legal advisors; provided, however, that the advisors are bound to confidentiality obligations at least as restrictive as those in the Contract.

## Compelled Access or Disclosure

The Receiving Party may access or disclose Confidential Information of the Disclosing Party if it is required by law; provided, however, that the Receiving Party gives the Disclosing Party prior notice of the compelled access or disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the access or disclosure. Without limiting the foregoing, please review the Data Request Policy for details on how requests may be made for the disclosure of Customer Data and how we will handle those requests. If the Receiving Party is compelled by law to access or disclose the Disclosing Party's Confidential Information, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing access to such Confidential Information as well as the reasonable cost for any support provided in connection with the Disclosing Party seeking a protective order or confidential treatment for the Confidential Information to be produced.

## Survival

The sections titled "Feedback is Welcome," "Non-MachShip Products," "Our Removal Rights," "A Condition of Use," "Payment Terms," "Credits," "The MachShip Extended Family," "What's Yours is Yours...", "And What's Ours is Ours," "Effect of Termination," "Data Portability and Deletion," "Warranties and Liability," "Confidentiality" and "Survival," as well as all of the provisions under the general heading "General Provisions," will survive any termination or expiration of the Contract.

## General Provisions

### Publicity

Customer grants us the right to use Customer's company name and logo as a reference for marketing or promotional purposes on our website and in other public or private communications with our existing or potential customers, subject to Customer's standard trademark usage guidelines as provided to us from time-to-time. We don't want to list customers who don't want to be listed, so Customer may send us an email to support@machship.com stating that it does not wish to be used as a reference.

### Force Majeure

Neither us nor Customer will be liable by reason of any failure or delay in the performance of its obligations on account of events beyond the reasonable control of a party, which may include denial-of-service attacks, a failure by a third party hosting provider or utility provider, strikes, shortages, riots, fires, acts of God, war, terrorism, and governmental action.

### Relationship of the Parties;

**No Third Party Beneficiaries** The parties are independent contractors. The Contract does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. There are no third party beneficiaries to the Contract.

### Email and MachShip Messages

Except as otherwise set forth herein, all notices under the Contract will be by email, although we may instead choose to provide notice to Customer through the Services (e.g., a MachShip notification). Notices to MachShip will be sent to support@machship.com, except for legal notices, such as notices of termination or an indemnifiable claim, which must be sent to legal@machship.com. Notices will be deemed to have been duly given (a) the day after it is sent, in the case of notices through email; and (b) the same day, in the case of notices through the Services.

## Modifications

As our business evolves, we may change these Customer Terms and the other components of the Contract (except any Order Forms). If we make a material change to the Contract, we will provide Customer with reasonable notice prior to the change taking effect, either by emailing the email address associated with Customer's account or by messaging Customer through the Services. Customer can review the most current version of the Customer Terms at any time by visiting this page and by visiting the most current versions of the other pages that are referenced in the Contract. The materially revised Contract will become effective on the date set forth in our notice, and all other changes will become effective upon posting of the change. If Customer (or any Authorised User) accesses or uses the Services after the effective date, that use will constitute Customer's acceptance of any revised terms and conditions.

## Waiver

No failure or delay by either party in exercising any right under the Contract will constitute a waiver of that right. No waiver under the Contract 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 Contract will be enforced to the fullest extent permitted under applicable law. If any provision of the Contract 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 Contract will remain in effect.

## Assignment

Except with respect to the MachShip Extended Family, neither party may assign or delegate any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld).

Notwithstanding the foregoing, either party may assign the Contract in its entirety (including all Order Forms), without consent of the other party, to a corporate affiliate or in connection with a merger, acquisition, corporate reorganisation, or sale of all or substantially all of its assets. Customer will keep its billing and contact information current at all times by notifying MachShip promptly of any changes. Any purported assignment in violation of this section is void. A party's sole remedy for any purported assignment by the other party in breach of this section will be, at the non-assigning party's election, termination of the Contract upon written notice to the assigning party. In the event of such a termination by Customer, we will refund Customer any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Subject to the foregoing, the Contract

will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

Which MachShip Entity is Customer Contracting With?

All references to 'MachShip,' 'we,' or 'us' under the Contract, what law will apply in any dispute or lawsuit arising out of or in connection with the Contract, and which courts have jurisdiction over any such dispute or lawsuit, are listed below:

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

Customer's use of the Services is subject to the applicable governing law as stated above, and Customer submits to the jurisdiction of the applicable courts as stated above. .

## Entire Agreement

The Contract, including these Customer Terms, User Terms and all referenced pages and Order Forms, if applicable, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. Without limiting the foregoing, the Contract supersedes the terms of any online agreement electronically accepted by Customer or any Authorised Users. However, to the extent of any conflict or inconsistency between the provisions in these Customer Terms and any other documents or pages referenced in these Customer Terms, the following order of precedence will apply: (1) the terms of any Order Form (if any), (2) the Customer Terms and (3) finally any other documents or pages referenced in the Terms. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order, vendor onboarding process or web portal, or any other Customer order documentation (excluding Order Forms) will be incorporated into or form any part of the Contract, and all such terms or conditions will be null and void.

## Contacting MachShip

Please also feel free to contact us if you have any questions about MachShip's Customer Terms of Service. You may contact us at [support@machship.com](mailto:support@machship.com) or at our mailing address below:

MachShip

c/- MachShip Australia PTY LTD 115 Cremorne Street, Cremorne, VIC 3121 Australia

These terms were last updated on 7th August 2025