

# Terms and Conditions of Accessing and Using of GreenX Website

Last Modified: May 27, 2019

FOR ACCESS AND USE OF THE WEBSITE, THE USER EXPRESSLY UNDERSTANDS AND AGREES AS FOLLOWS:

## CONFIDENTIALITY AND NON-DISCLOSURE

Welcome to use the website doing business as “GreenX” owned by Evergreen Marine Corp. (Taiwan) Limited (hereinafter called the “we”, “Company” or “us”). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, these “Terms of Service”) govern your access to and use of <https://www.greenxtrade.com> (hereinafter called the “Website”) including any content, functionality and services offered on or through our Website (the “Services”), whether as a guest or a registered user.

1. The user agrees that :

(i) All information contained in the Website shall be used by the user solely for the purpose of business needs to Evergreen Marine Corp. (Taiwan) Limited, Evergreen Marine (UK) Ltd., Italia Marittima S.p.A, Evergreen Marine (Hong Kong) Ltd and Evergreen Marine (Singapore) Pte Ltd. (hereinafter collectively called the "Evergreen Line" , and individually called the "Carrier"), and any other services providers besides Evergreen Line (Evergreen Line and other service provider hereinafter collectively called the "Service Providers").

(ii) All Information contained in the Website shall remain at all times the property of Evergreen Line; and

(iii) Except as may be required by applicable law or legal process, the user shall not distribute, disclose, or disseminate such information to anyone, who does not have a need to know such information for the purpose for business to Service Providers, unless and until such time as:

(a) Such information is generally available to the public other than as a result of a breach of this Terms and Conditions; or

(b) Such information is already in the possession of the user or his/her/its employees prior to access to the Website; or

(c) Such information is or has been lawfully disclosed to the user or his/her/its employees by a third party, not employed by or otherwise affiliated with the user, who is free lawfully to disclose the same; or

(d) Such information is lawfully required to be disclosed to any governmental agency or is otherwise required to be disclosed by law; provided, however, that before making such disclosure, the user shall give

the an adequate opportunity to interpose an objection and/or to take action to assure confidential handling of such information.

2. The user warrants that he/she/it will apply reasonable safeguards against the unauthorized disclosure of the information contained in the Website and agrees to protect such information in the same manner and to the same degree that the user protects his/her/its own confidential and proprietary information.

3. The user further agrees that he/she/it will not give any employee access to such information until and unless the user has ensured that such employee is aware of the obligations of this Terms and Conditions and has agreed to maintain the confidentiality of such information as required hereunder. The breach of the Terms and Conditions by the user's employees will be deemed as the breach of the Terms and Conditions by the user.

4. The user agrees that monetary damages would not be a sufficient remedy for any breach of this Terms and Conditions, and that we shall be entitled to seek injunctive or other equitable relief to remedy or prevent any breach or threatened breach of this Terms and Conditions by the user or persons under the user's direction or control (including but not limited to employees). Such remedy shall not be the exclusive remedy for any breach of this Terms and Conditions, but shall be in addition to all other rights and remedies available at law or in equity.

## DISCLAIMER

5. THE INFORMATION PROVIDED IN THE WEBSITE IS BELIEVED TO BE ACCURATE, HOWEVER SERVICE PROVIDER DOES NOT MAKE ANY GUARANTEE AS TO THE ACCURACY OR CORRECTNESS OF ANY INFORMATION INCLUDED IN THE WEBSITE. THE USER UNDERSTANDS THAT, ALL OF THE WEBSITE'S CONTENTS, INCLUDING BUT NOT LIMITED TO THE INFORMATION, PRODUCTS AND SERVICES CONTAINED OR REFERRED IN THE WEBSITE ARE SUBJECT TO CHANGE OR UPDATE AT ANY TIME WITHOUT PRIOR NOTICE.

6. ALL INFORMATION PRESENTED IN THE WEBSITE IS CONSIDERED FOR INFORMATION PURPOSES ONLY AND DOES NOT CONSTITUTE A LEGAL CONTRACT BETWEEN SERVICE PROVIDERS AND THE USER UNLESS OTHERWISE SPECIFIED.

7. UNDER NO CIRCUMSTANCE, INCLUDING WITHOUT LIMITATION TO, BREACH OF CONTRACT, TORT, NEGLIGENCE, OR STRICT

LIABILITY, SHALL SERVICE PROVIDERS OR ANY OF ITS AFFILIATES, RESPECTIVE PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, SUBSIDIARIES, AGENTS OR REPRESENTATIVES OF ANY KIND (HEREINAFTER COLLECTIVELY CALLED "THE RELATED PARTIES") BE RESPONSIBLE FOR ANY DAMAGE, LOSS, INCLUDING BUT NOT LIMITED TO LOST REVENUES, LOST PROFITS, ERROR, OMISSION, INACCURACY, OR MISUSE, WHATSOEVER DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, ARISING FROM OR IN CONNECTION WITH THE USE, IN RELIANCE ON, OR PERFORMANCE OF ANY DATA OR INFORMATION PROVIDED IN OR DELIVERED FROM THE WEBSITE.

8. SERVICE PROVIDERS MAKES NO WARRANTIES OR REPRESENTATIONS THAT THE USE OF THE SERVICES OR MATERIALS DISPLAYED ON THE WEBSITE WILL NOT INFRINGE RIGHTS OF THIRD PARTIES.

9. YOUR USE OF THE WEBSITE, THE SERVICES, THE WEBSITE'S CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR THE SERVICES IS AT YOUR OWN RISK. THE WEBSITE, THE SERVICES, THE WEBSITE'S CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE WEBSITE OR THE SERVICES. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE WEBSITE, THE SERVICES, THE WEBSITE'S CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR THE SERVICES WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE WEBSITE, THE SERVICES, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR THE SERVICES WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR

PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

## REVISION

10. While the Company may from time to time revise the Terms and Conditions, the user is bound by such revisions and should therefore periodically visit the Website to review the updated Terms and Conditions.

## CONFLICT

11. In case of any conflict between the Terms and Conditions herein or any service information in the Website and the information contained in the applicable Company's internal documentation/agreement, the internal documentation/agreement will prevail.

12. Neither Company nor any of the related parties assumes or accepts any responsibility whatsoever and bears no liability for any damages to or viruses or other items of destructive nature that may infect the user's computer, software, hardware, systems or other property on account of the user's accessing, using and/or browsing the Website and any of its services or downloading of any material, data, text, image and whatsoever from the Website.

13. The Company assumes no responsibility, and shall not be liable for any loss, damage or whatsoever due to the third party's unjustified access to the Website or to passwords data or information in the Website.

## INTELLECTUAL PROPERTY RIGHTS

14. Unless otherwise specified in the Website, the Company retains any/all title(s), right(s), profit(s) and interest(s) of the Website's contents, including but not limited to text, photographs, images, domains, sub-domains, trademarks, logos, or any other intellectual property rights, moral rights and similar benefits of any type in connection with the Website and the services offered.

15. Except as strictly provided or permitted in the Terms and Conditions, any act in respect of the reproduction out of any data or contents provided from the Website, or other copying, redistribution, publication or retransmission of any portion of the material of the Website is forbidden without express written permission or consent of us.

16. While the Website may contain other proprietary notices and copyright information, the Terms and Conditions of which have to be obeyed and followed by the user.

## HYPERLINK

17. The links in the Website allows other sites to be accessed. Such linked sites are not under the control of the Company, and the Company bears no liability to the contents of these sites. The Company makes no warranty or representation whatsoever pertaining to any other Websites the user may access through the Website or which the user may use or access to such Websites and any of its services. While the user accesses a non-our Website, the user understands that it is independent from us.

18. The Website provides links only as a convenience, and such inclusion of any link does not imply endorsement by us. The user may take precautions to ensure that the use is free of viruses and other items of destructive nature.

19. The GreenX Website is only a intermediary platform to provide user an opportunity to do business with Service Providers in the Website. Any transaction dealing through the Website will be established and existed between user and Service Providers, the Company and GreenX platform will not be responsible and liable for any dispute of the transaction between user and Service Providers.

## PRICE INFORMATION

20. The Carrier has offered a Commitment to the European Commission's Directorate General for Competition and it is generally agreed that any price related information shall not be announced unless it meets certain specific conditions set out in the Commitment. According to the aforementioned Commitment, bilateral negotiations may be exempted from the Commitment specific conditions. To obtain the applicable freight price information, users may contact our local sales agents via the local sales window in order to obtain the final price offer and agree through negotiations the applicable price.

Logging in GreenX Website e-commerce will be regarded as providing users' consent to access the initial portal of the Carrier's price related information platform for the purposes of conducting bilateral price negotiations. Any application for the Carrier's price related information from competitors of the Carrier shall be rejected. By logging on GreenX Website,

the user undertakes to inform the Carrier if the user is working for the Carrier's competitors.

## INDEMNIFICATION

21. The user agrees to indemnify, defend and hold us and the related parties harmless from and against any and all liability, demands, judgments, costs, expenses (including, without limitation, reasonable attorneys' fees), losses and damages (including, without limitation, punitive damages) incurred or suffered by us or the related parties and arising from or in connection with the user's breach of any his/her/its representations, warranties, covenant or obligations provided in this Terms and Conditions or the user's using of the information contained in the Website that results in any damages or losses of any third party.

## GOVERNING LAW AND JURISDICTION

22. While the functionality of the Website is used, the booking, B/L instruction, Internet B/L and carriage shall be governed by and construed according to the terms and conditions of Carrier's Bill of Lading/Seaway Bill, including the governing law and jurisdiction clauses.

23. The Website as well as the Terms and Conditions herein shall be subject to the laws of Taiwan. The user agrees that any claim or cause of action arising out of the use of the service in The Website or related to the Terms and Conditions herein, must be filed within one (1) year after such claim or cause of action arose or be forever barred.

24. The user expressly waive any right he/she/it may otherwise have under any statute or law. Any dispute, claim, argument, and any other controversy arising from or in any way related to the Website, including the Terms and Conditions, shall be submitted to the exclusive jurisdiction of Taipei District Court of Taiwan.