

Terms and Conditions

Terms of service for the MoreShores platform and services

These Terms are between **MoreShores Pty Ltd** (registration number 2026/111032/07, VAT number 4330325475, registered address 311 Old Castle Brewery, 6 Beach Road, Woodstock, Cape Town, 7925, South Africa) and you. They govern the MoreShores platform at www.moreshores.com and app.moreshores.com and all services provided through it, for customers contracting in South Africa, the United Kingdom and elsewhere. Questions: info@moreshores.com.

these terms of service along with any other terms and policies referenced herein, and are incorporated herein by reference and form an integral part hereof, as amended from time to time (these "terms") constitutes a legally binding agreement as of the effective date (as defined below), governing your access to our services, and the use of www.moreshores.com and any related website owned or operated by MoreShores (the "sites"), and the use of, and registration with, MoreShores service (defined below) through the sites, a mobile application or through any other means. these terms are between MoreShores africa limited and its subsidiaries ("MoreShores", "us", "we", "our", "the company") and you, either individually, or on behalf of your employer or any other entity which you represent ("customer", "you" or "your"). in case you represent your employer or another entity, you hereby represent that (i) you have full legal authority to bind your employer or such entity (as applicable) to these terms; and (ii) after reading and understanding these terms, you agree to these terms on behalf of your employer or the respective entity (as applicable), and these terms shall bind your employer or such entity (as the case may be).

please note that you are deemed as an authorized representative of your employer or an entity (as applicable): (i) if you are using your employer or an entity's email address in registering into the service; and (ii) if you are an admin (as defined below).

As elaborated below, there are various types of users for the service, thus, except where indicated otherwise "you" shall refer to customer and all types of users. you acknowledge that these terms are binding, and you affirm and signify your consent to these terms, by either: (i) clicking on a button or checking a checkbox for the acceptance of these terms; or (ii) registering to, using or accessing the service, sites or MoreShores mobile application, whichever is earlier (the "effective date").

if you do not agree to comply with, and be bound by, these terms or do not have authority to bind your employer or any other entity (as applicable), please do not accept these terms or access or use the service or the sites or MoreShores mobile application.

1. Definitions

1.1 the following defined terms shall have the following meaning when used herein:

applicable law any and all international conventions, laws, rules, regulations, requirements, and other enactments applicable to these conditions or to the services.

authority(ies) means any government, federal, state, municipality, local or any other authority, body or official competent to impose regulatory or administrative power or control. change control a situation where: (a) one person (legal or natural) acquires shares in the customer or a parent company of the customer with the consequence that this person afterwards owns more than 50% of the shares or the voting rights in the customer; (b) a merger or consolidation occurs by which the customer is consolidated with a third party or is subsumed by a third party; or (c) a significant part of the assets of the customer is sold or transferred to a third party.

charges any and all freight, storage charges or any other fees, dues or charges applied by, and payable to the company for the services (including applicable tax).

company MoreShores Pty Ltd and all its parents, affiliates, subsidiaries. conditions the company's general terms and conditions contained herein, available at www.moreshores.com, as may be amended from time to time by the company at its sole discretion.

consignee the person (legal or natural) whose name appears on a transport document, as the party to whom given goods are to be delivered by the company.

controlled goods any goods that require temperature and/or atmosphere control, or that require special or unusual handling.

custody the period from which the goods are physically handed over to and accepted by the company, until the time of their delivery.

custom duties any and all custom duties, taxes or other regulatory charges required under applicable law.

customer any person (legal or natural) to whom the company agrees to provide services, including but not limited to the shipper, the consignee, the owner of any goods, or any other person (legal or natural) entitled to possession of, or otherwise claiming a right over or an interest in, any goods.

dangerous goods that are or may become dangerous, hazardous, noxious (including radioactive materials), inflammable, explosive or which are or may become liable to damage any property, or injure or cause the death of any person.

delivery occurs upon: (a) the transfer of physical possession of a consignment of goods to a customer or its agent; or (b) the company dealing with a consignment of goods

failed delivery where the company, in its reasonable opinion, is unable to deliver goods or arrange for goods to be delivered to the relevant customer for reasons not attributable to the company, including but not limited to where: (i) the relevant customer does not take delivery of the relevant goods for any reason whatsoever (including for refusing to pay custom duties or other shipment charges); or (ii) where the relevant goods cannot be delivered due to insufficient or incorrect information, inappropriate marking or inappropriate packaging.

goods any documents, parcels, product, good, merchandise, cargo, or article of any kind whatsoever which is the subject of the services.

prohibited goods goods that are illegal, or the transport of which is unlawful, under applicable law, as well as those goods that are prohibited by the iata (international air transport association), the

icao (international civil aviation organization), or any other relevant government department or organization.

sdr special drawing rights as defined and maintained by the international monetary fund.

security deposit the amount of deposit to be determined and as may be requested from time to time by the company, at its discretion.

service(s) any and all service or advice provided by the company to a customer, whether gratuitously or not, including but not limited to carriage, storage, custom clearance or agency services, or a combination of any of the aforementioned.

shipper (which is equivalent to the term "consignor"). the person (legal or natural) whose name appears on a transport document, as the party contracting with the company for the carriage of goods.

transport document in respect of given goods, a document issued by or on behalf of the company evidencing or constituting the relevant contract of carriage, including any air waybill, bill of lading, consignment note or other similar transport document (in each case, whether issued in paper or in electronic form).

website <https://www.moreshores.com>

2. Our service

- 2.1** The MoreShores platform allows individuals and small businesses to place on-demand and scheduled freight & express shipments at the click of a button. our service also caters to larger traditional and e-commerce partners that require an integrated enterprise solution for multi-carrier shipping management, e-commerce integration & order management, international trade & customs management, real time pricing and visibility tools, offered online and via a mobile application (the "service"). specific terms may apply to you or to some of the service, such specific terms are incorporated herein by reference and form an integral part hereof.
- 2.2** Modification or discontinuation of the service. we may add, modify or discontinue any feature, functionality or any other tool, within the service and/or sites, at our own discretion and without further notice, however, if we make any material adverse change in the core functionality of the service, then we will notify you by posting an announcement on the sites and/or via the service or by sending you an email.
- 2.3** No contingency on future releases and improvements. you hereby acknowledge that your purchase of the service and/or third party services (as defined below) hereunder are not contingent on the delivery by us of any future release of any functionality or feature, including without limitation, the continuance of: (i) a certain service beyond its current subscription term; or (ii) third party services, or dependent on any public comments we make, orally or in writing, regarding any future functionality or feature.
- 2.4** Ability to accept terms. if you, access and use the sites and/or the service, you represent and warrant that you are at least 21 years old. the sites and/or service are only intended for individuals aged sixteen (16) years or older. we reserve the right to request proof of age at any stage so that we can verify compliance with this paragraph.

- 2.5 MoreShores may provide services as agent on behalf of the customer, or as principal contractor. when acting as an agent, the company acts on behalf of the customer in securing third party services by establishing contracts with third parties so that direct contractual relationships are established between the customer and such third parties (as defined below).
- 2.6 Where clauses 2.5 do not apply, the company acts as an independent contractor
- 2.7 When acting as agents for the customer, the company has authority to enter into any contracts on behalf of the customer, which the company, in its absolute discretion, believes are necessary for the performance of the services and/or carry out the customer's instructions.

3. Third party services; links

- 3.1 Third party services. The service enables you to engage and procure certain third party services. in particular, when performing duties in connection with the entry and release of goods, post entry services, the securing of export licenses, the filing of export and security documentation on behalf of the customer and other dealings with government agencies, arrangement of contracts with carriers, forwarders, customs agents, warehousing companies for the account of or in the name of customer and other parties pursuant to the instructions of customers. third party applications and widgets offered via our integrations offering or which you decide to connect through our api, as part of the service (collectively, "third party services"). The Company may, at its discretion, and without prior notice, delegate or subcontract part or all of any Services to any third party.
- 3.2 Independent relationship. You acknowledge and agree that regardless of the manner in which such third party services may be offered to you, we merely act as an intermediary platform between you and such third party services, and we do not, in any way, endorse any such third party services, or shall be in any way responsible or liable with respect to any such third party services. your relationship with such third party services and any terms governing your payment for, and use of, such third party services, including without limitation, the collection, processing and use of your data by such third party services, are subject to a separate contractual arrangement between you and the provider of a third party service (the "third party agreement"). we are not a party to, or responsible, in any manner, for the compliance by you or by the provider of the third party service with the third party agreement.
- 3.3 Integration with a third party service and your customer data. Through the service you and any other authorized user within the account, may enable an integration of your account, including, boards within your account (or a portion thereof), with third party services, which will allow an exchange, transmission, modification or removal of data between us and the third party service, including without limitation, the customer data, the scope of which is determined by the applicable actions set by such integration. you hereby acknowledge that any access, collection, transmission, processing, storage or any other use of data, including the customer data, by a third party service, is governed by the third party agreement, including any applicable privacy policy, and MoreShores is not responsible for any access, collection, transmission, processing, storage or any other use of data, including the customer data, by the third party service or for such third party service privacy and security actions, inactions or general practices. by integrating and/or using the third party services, you acknowledge and agree that: (a) you are solely responsible for your compliance with applicable privacy restrictions, laws and regulations, including your use of the third party service and other data

activities you may conduct or may permit third parties, including the third party service, to conduct; (b) the activities and use of the data by you and any other users within the account, may result in a modification and/or removal of data, either in the account (i.e. customer data) and in the integrated third party service. we shall have no obligation of any kind, for any such modification and/or removal of data, either in the account with us and/or the integrated third party service.

- 3.4** Use conditions and limitations. Both MoreShores and a third party service may impose, each at its sole discretion, additional conditions or limitations on your access and use of certain third party services, including without limitation, imposing a limited quota on the number of actions or other uses (as the case may be). such additional conditions or limitations shall be indicated wherever relevant within the service or the third party service or otherwise notified to you or to any other relevant user of the account.
- 3.5** Payment for third party services. Third party services may be offered free of charge or for a certain fee, either charged directly by the third party service or by MoreShores. wherever the third party service requires a payment, it shall be indicated next to the offering of the third party service, unless such price is included within the subscription plan (as defined below) for the service. whenever MoreShores charges customer on behalf of itself and not as an agent on behalf of the third party service, the payment terms, including the payment of fees, renewal and refund policy, are governed by sections 9 and 10 herein. whenever MoreShores charges customer on behalf of the third party services, then customer acknowledges that MoreShores serves only as an intermediary role in facilitating or collecting the applicable fees and taxes from customer, for the third party service, thus all payment related issues, including the payment of fees, renewal and refund policy, are governed by the third party agreement.
- 3.6** Change of fees. Customer acknowledges that MoreShores and any third party service, may change the fees for the third party service from time to time, including imposing a new charge on a third party service that was provided for free.
- 3.7** Discontinuation of a third party service. Each of MoreShores and the third party service reserves the right to discontinue the use or suspend the availability of any third party service, for any reason and with no obligation to provide any explanation or notice. such discontinuation may result in the inability to utilize certain features and actions of the third party service along with our service.
- 3.8** Links. the sites, service and/or any third party services may contain links to third party websites that are not owned or controlled by us (the "links"). you acknowledge that we have no control over, and assume no responsibility for the content, privacy policies, or practices of, any third party websites. you: (i) are solely responsible and liable for your use of and linking to third party websites and any content that you may send or post to a third-party website; and (ii) expressly release us from any and all liability arising from your, and in case of a customer, all users', use of any third party website. accordingly, we encourage you to read the terms and conditions and privacy policy of each third party website that you may choose to visit.
- 3.9** Limitations of liability. MoreShores bears no responsibility and/or liability for any links or third party services, including without limitation, such third party services operability or interoperability with our service, security, accuracy, reliability, data protection and processing practices and the quality of its offerings, as well as any acts or omissions by third parties. by

accessing and/or using the third party services, you acknowledge that your access and use of the third party services are at your sole discretion and risk, and you are solely responsible for ensuring such third party service's operation and practices and its respective third party agreement, meet your needs.

4. account registration and administration

- 4.1 Account registration.** To register to the service for the first time, you shall create an account with the service. by creating an account ("account") and registering to the service you become, either individually or on behalf of your employer or any entity, on behalf of whom you created the account, a MoreShores customer (the "customer"). the first user of the account is automatically assigned as the account administrator (the "admin").
- 4.2 your registration information.** when creating an account or when you are added into an account and creating your user profile (the "user profile"), you : (i) agree to provide us with accurate, complete, and current registration information about yourself; (ii) acknowledge that it is your responsibility to ensure that your password remains confidential and secure; (iii) agree that you are fully responsible for all activities that occur under your user profile and password, including any integration or any other use of third party products or services (and associated disclosure of data) in connection with the service; and (iv) undertake to promptly notify us in writing if you become aware of any unauthorized access or use of your account or user profile and/or any breach of these terms. we may assume that any communications we receive under your user profile have been made by you. customer will be solely responsible and liable for any losses, damages, liability and expenses incurred by us or a third party, due to any unauthorized usage of the account by either you or any other user or third party on your behalf.
- 4.3 User verification.** You understand and agree that we may require you to provide information that may be used to confirm your identity and help ensure the security of your account and/or user profile. in the event that you or the admin lose access to an account or otherwise request information about an account, we reserve the right to request from you or such admin (as the case may be) any verification we deem necessary before restoring access to or providing information about such account.
- 4.4 Account admins.** The admin(s) of an account are, severally and jointly, deemed as the authorized representatives of the customer, and any decision or action made by any admin, is deemed as a decision or action of customer. An admin may assign or add other members of the account as admins, which possess important privileges and controls over the use of the service and the account, including, without limitation: (i) control your (and other users) use of the account; (ii) purchase, upgrade or downgrade the service; (ii) create, monitor or modify users' actions and permissions; (iii) manage the access to, control, remove, share posts or otherwise change, all or part of the customer data (as defined below); and (iv) integrate or disable integration with third party services. you also acknowledge that your account can become managed by a representative of the entity that owns or controls the email address domain with which your account was created or registered.
- 4.5 Other users.** There are several types of account users, such as guests, viewers and team members, all of whom are defined within the service and referred to herein as "authorized users", and collectively with the admin, the "users". the features and functionalities available to

the users are determined by the respective subscription plan governing such account, and the privileges of each such authorized user are assigned and determined by the account admin(s). for more information on the

- 4.6 Responsibility for authorized users.** Customer is solely liable and responsible for understanding the settings, privileges and controls for the service and for controlling whom customer permits to become a user and what are the settings and privileges for such user, including without limitation, the right for a user to invite other users (either paid or unpaid), the right to incur charges on the account, the right to access, modify or share boards, etc. customer is responsible for the activities of all of its users, including order forms they may place and how users use the customer data, even if those users are not from customer's organization or domain. further, customer acknowledges that any action taken by a user of customer's account, is deemed by us as an authorized action by customer, hence customer shall have no claim in this regard.

5. credit application

by filing the credit application form, you hereby acknowledge and agree that:

- 5.1 Credit Check.** MoreShores may carry out a credit check with any licensed credit agencies, which will retain a record of that search. the existence of this account may be recorded with a credit agency, and details of how the account is conducted may be recorded and shared with other lenders for the purposes of assessing further applications for credit by the customer and members of the customer's household, and for occasional debt tracing and fraud prevention.
- 5.2 T&C's.** Our standard conditions of sale as stated in this agreement, shall form the basis of all transactions between the MoreShores and the customer. included in these conditions are the following. all services rendered by the MoreShores will be paid for at the company's head office, all payments will be done in line with the terms agreed upon between MoreShores and the customer
- 5.3 Jurisdiction.** MoreShores shall be entitled, but not obliged, to institute any proceedings arising out of or in connection with this contract in the magistrate's court having jurisdiction over the person of the customer, notwithstanding the fact that its claim may otherwise exceed the jurisdiction of the said court. for cross border transactions MoreShores and the customer agree to institute proceedings in the magistrate's court having jurisdiction over the geographical area in which the service rendering branch of the company is domicile and this contract shall be interpreted in accordance with the law of the republic of Mauritius.
- 5.4 Legal fees.** The customer shall be liable for all legal fees and disbursements on the attorney and client scale, including collection charges, tracing costs. etc., pertaining to the recovery of any amount owing to MoreShores on any overdue account.
- 5.5 Co-principal Debtor.** The signatory hereto by his signature, hereby binds himself as surety for and co-principal debtor in solidum with the customer in favor of the company in respect of all obligations of the customer in terms hereof and furthermore hereby agrees and undertakes to be bound by the attached terms and conditions mutatis mutandis under renunciation of the benefits of exclusion and division.

6. your customer data

- 6.1 Customer data.** Customer data is any data, file attachments, text, images, reports, personal information, or any other content, that is uploaded or submitted, transmitted or otherwise made available, to or through the service by you or any user and is processed by us on customer's behalf (the "customer data"). for the avoidance of doubt, anonymous information (as defined below) is not regarded as customer data. customer retains all right, title, interest and control, in and to the customer data, in the form submitted to the service. subject to these terms, customer grants us a worldwide, royalty-free, limited license to access, use, process, copy, distribute, perform, export, and display the customer data, and solely to the extent that reformatting customer data for display in the service constitutes a modification or derivative work, the foregoing license also includes the right to make modifications and derivative works. the afore-mentioned license is hereby granted solely: (i) to maintain and provide you the service; (ii) to prevent or address technical or security issues and resolve support requests; (iii) to investigate when we have a good faith belief, or have received a complaint alleging, that such customer data is in violation of these terms; (iv) to comply with a valid legal subpoena, request, or other lawful process; and (v) as expressly permitted in writing by you.
- 6.2 Responsibility for customer data compliance.** You represent and warrant that: (i) you have or have obtained all rights, licenses, consents, permissions, power and/or authority, necessary to grant the rights granted herein, for any customer data that you submit, post or display on or through the service; (ii) the customer data is in compliance with, and subject to, our acceptable use policy; and (iii) the customer data you submit, your use of such customer data, and our use of such customer data, as set forth in these terms, do not and shall not (a) infringe or violate any patents, copyrights, trademarks or other intellectual property, proprietary or privacy, data protection or publicity rights of any third party; (b) violate any applicable local and international laws, regulations and conventions, including those related to data privacy and data transfer and exportation (the "laws"); (c) violate any of your or third party's policies and terms governing the customer data. other than our security and data protection obligations expressly set forth in section 7, we assume no responsibility or liability for customer data, and you shall be solely responsible for customer data and the consequences of using, disclosing, storing, or transmitting it. it is hereby clarified that MoreShores shall not monitor and/or moderate the customer data and there shall be no claim against MoreShores of not acting so.

7. Public user submissions

- 7.1 Public user submissions.** The sites may have certain features that allow you to submit comments, information, and other materials publicly (collectively, "public user submissions") and share such public user submissions with other users, or the public. by submitting public user submissions through the sites, you grant us a license to access, use, copy, reproduce, process, adapt, publish, transmit, host, and display that public user submissions for any purpose, business, including without limitation, for publicizing and promoting MoreShores, the service and/or the sites and for any other lawful purpose, in any media format (e.g. in-print, websites. electronically, broadcast), and you hereby waive, or to the extent legally prohibited, assign to MoreShores, any moral rights in your public user submissions.

7.2 Responsibility for public user submissions. You acknowledge and agree that: (i) you have or have obtained all rights, licenses, consents, permissions, power and/or authority, necessary to grant the rights granted herein, for any public user submissions that you submit, post or display on or through the service; (ii) we do not control, and are not responsible for, other content and/or submissions, posted on our sites and/or service by others; (iii) by using the service and/or sites, you may be exposed to content and/or submissions by other users or site visitors that is offensive, indecent, inaccurate, misleading, or otherwise unlawful; (iv) any public user submissions are submitted in accordance with, and subject to our acceptable use policy.

8. intellectual property rights; license

8.1 Our intellectual property. The service and sites, inclusive of materials, such as software, application programming interface, design, text, editorial materials, informational text, photographs, illustrations, audio clips, video clips, artwork and other graphic materials, and names, logos, trademarks and services marks (excluding customer data), any and all related or underlying technology and any modifications, enhancements or derivative works of the foregoing (collectively, "MoreShores materials"), are the property of MoreShores and its licensors, and may be protected by applicable copyright or other intellectual property laws and treaties. as between you and MoreShores, MoreShores retains all right, title and interest, including all intellectual property rights, in and to the MoreShores materials.

8.2 Customer reference. Customer acknowledges and accepts that MoreShores has the right to use customer's name and logo to identify customer as a customer of MoreShores or user of the service, on MoreShores website, marketing materials or otherwise by public announcements. customer may revoke such right, at any time, by contacting info@moreshores.com

8.3 Your access and use rights. Subject to the terms and conditions of these terms, and your compliance thereof, and specifically in strict compliance with our acceptable use policy, we grant you a limited, worldwide, non-exclusive, non-transferable right to access and use the service and sites, during the applicable term, solely for customer's internal purposes.

8.4 User restrictions. Except as expressly permitted in these terms, you may not, and shall not allow an authorized user or any third party to: (i) give, sell, rent, lease, timeshare, sublicense, disclose, publish, assign, market, resell, display, transmit, broadcast, transfer or distribute any portion of the service or the sites to any third party, including, but not limited to your affiliates, or use the service in any service bureau arrangement; (ii) circumvent, disable or otherwise interfere with security-related features of the sites or service or features that prevent or restrict use or copying of any content or that enforce limitations on use of the service or sites; (iii) reverse engineer, decompile or disassemble, decrypt or, attempt to derive the source code of, the service or sites, or any components thereof; (iv) copy, modify, translate, patch, improve, alter, change or create any derivative works of the service or sites, or any part thereof; (v) take any action that imposes or may impose (at MoreShores' sole discretion) an unreasonable or disproportionately large load on the MoreShores infrastructure or infrastructure which supports the sites or service; (vi) interfere or attempt to interfere with the integrity or proper working of the service or sites, or any related activities; (vii) remove, deface, obscure, or alter MoreShores' or any third party's identification, attribution or

copyright notices, trademarks, or other proprietary rights affixed to or provided as part of the service or sites, or use or display logos of the service or sites without MoreShores' prior written approval; (viii) use the service or sites for competitive purposes, including to develop or enhance a competing service or product; or (ix) encourage or assist any third party (including other authorized users) to do any of the foregoing.

- 8.5 Feedback.** As a user of the service and/or sites, you may provide suggestions, comments, feature requests or other feedback to any of MoreShores' materials, the MoreShores service, the api (in case you are the admin) and/or the sites ("feedback"). such feedback is deemed an integral part of MoreShores materials, and as such, it is the sole property of MoreShores without restrictions or limitations on use of any kind. MoreShores may either implement or reject such feedback, without any restriction or obligation of any kind. you (i) represent and warrant that such feedback is accurate, complete, and does not infringe on any third party rights; (ii) irrevocably assign to MoreShores any right, title and interest you may have in such feedback; and (iii) explicitly and irrevocably waive any and all claims relating to any past, present or future moral rights, artists' rights, or any other similar rights, worldwide, in or to such feedback.
- 8.6 API use.** We may offer an application programming interface that provides additional ways to access and use the service ("api"). such api is considered a part of the service, and its use is subject to all these terms. without derogating from sections 6.1 through 6.4 hereof, you may only access and use our api for customer's internal business purposes, in order to create interoperability and integration between the service and other products, services or systems you and/or customer use internally. when using the api you should follow our relevant developer guidelines. we reserve the right at any time to modify or discontinue, temporarily or permanently, your and/or customer's access to the api (or any part of it) with or without notice. the api is subject to changes and modifications, and you are solely responsible to ensure that your use of the api is compatible with the current version.

9. privacy and security

- 9.1 Security.** MoreShores implement reasonable security measures and procedures to assist in protecting your customer data. you can learn more on our security measures and procedures on our security page, as updated from time to time.
- 9.2 Privacy policy.** As a part of accessing or using the service and the sites, we may collect, access, use and share certain personal data (as defined in the privacy policy) from, and/or about, you. please read our privacy policy, which is incorporated herein by reference, for a description of such data collection and use practices.
- 9.3 Data processing agreement ("dpa").** by using the service, customer also accepts our data processing agreement, which governs the processing of personal data (as both terms are defined in the dpa) on customer's behalf, where such personal data is subject to the general data protection regulation (the "gdpr") and local laws governing data protection.
- 9.4 Anonymous information.** Notwithstanding any other provision of these terms, we may collect, use and publish anonymous information (defined below) relating to your use of the service and/or sites, and disclose it for the purpose of providing, improving and publicizing our products and services, including the sites and service, and for other business purposes.

"Anonymous information" means information which does not enable identification of an individual, such as aggregated and analytics information. MoreShores owns all anonymous information collected or obtained by MoreShores

10. order form, service requests and goods information

- 10.1** Order Form. Our order form may be completed and placed in various ways, among which, an online form or in-product screens or any other mutually agreed upon offline form delivered by customer or any of the other users to MoreShores, including via mail, email or any other electronic or physical delivery mechanism (the "order form"). such order form will list, at the least, the service ordered, subscription plan, term and the associated fees.
- 10.2** Service Request. Each time a customer requires a service, it shall complete and provide to the company a service request, in the form required by the company (if applicable), detailing the service required, and providing all relevant details relating to the nature, type, condition, specifications, origin, quantity and volume of the goods forming part of the request. whether or not to accept the provision of the requested service is always at the company's discretion.
- 10.3** Order Warranties. In relation to any services to be provided by the company, the customer warrants that at all times it will: (a) comply with and act in accordance with all applicable laws; (b) provide to the company in good time and in advance all documentation and information necessary for the company to provide the services in a timely manner, including but not limited to (as applicable) relevant goods' description and delivery coordinates, special requirements including with regards to the handling, packaging or storage of the goods, and desired timings for performance of the services; and (c) cooperate with all authorities as may be reasonably required on all matters relating to the provision of the services.
- 10.4** Information Completeness. The customer further warrants that: (a) all information provided by or on behalf of the customer in relation to the services or to the goods shall be complete and accurate. where such information is provided by means of electronic data interchange (edi), it is the responsibility of the customer and of the customer's agent to verify the accuracy and completeness of the information transmitted. the customer alone shall bear any and all responsibility and liability arising out of or in connection with incorrect, incomplete, inapplicable or late information; (b) all equipment and other materials provided by the customer in relation to or for the purposes of the performance of the services are fully fit for purpose and in good condition; (c) all goods are and will remain in compliance with applicable law, are fit for safe carriage, storage and/or handling by the company, and are capable of being identified as required for the performance of the services by the company; (d) except where goods packaging forms part of the services, all goods have been properly and sufficiently packed and/or prepared by the customer so as to ensure that they can be carried safely with ordinary care in handling and so as not to injure or damage any persons or property; (e) it is the owner of the goods or acting as authorized agent of the owner of the goods, and that it has authority to accept these conditions for itself or on behalf of the owner of the goods or on behalf of any person (legal or natural) who is or may become interested in the goods, as applicable; and (f) unless notified to and agreed in advance and in writing with the company, the goods are not waste, controlled goods or dangerous goods.

11. inspection and acceptance of goods

- 11.1** Inspection of Goods. the company has the right, but is under no obligation, to open and inspect any goods and/or shipments, including by breaching their packaging, without liability, and without notice, where the company reasonably deems it necessary for safety, customs or any other reason.
- 11.2** Inspection Liability. If, by order of any authority at any place, any goods or any shipment must be opened for inspection, the company shall not be liable for any loss or damage incurred as a result of any opening, unpacking, inspecting, or repacking, and the company shall be entitled to recover the cost of such opening, unpacking, inspecting, and repacking from the customer.
- 11.3** Shipment Refusal. The company reserves the right, at any time, and without court order or any liability, to refuse shipments or goods, or to abandon, cancel, defer or return any such shipment or goods where, in the company's opinion, such shipment or goods are: (i) likely to cause damage or delay to other shipments, goods, property or persons; (ii) contrary to applicable law; or (ii) in violation of any of these conditions; always at the customer's cost and expense.
- 11.4** full Information. The company may at the request of the customer, expressed or implied, complete the information in the goods' documents of carriage, in which event, the company shall be deemed to have done so on behalf of the customer. if the documents of carriage handed over with the goods, or if the particulars and statements relating to the goods furnished by or on behalf of the customer to the company, do not contain all the required particulars, or if such particulars or statements contain any error, the company is authorized to complete or correct the relevant documents of carriage or particulars or statements to the best of the company's ability, without being under any obligation to do so. the customer is responsible for the correctness of the particulars and statements relating to the goods inserted by him or on his behalf in the documents of carriage or furnished by him or on his behalf to the company.
- 11.5** liberty. subject to any written agreement between the company and the customer, the company shall at all times have absolute freedom and discretion to determine: (a) shipping routes and procedure. the customer agrees to all routing and diversions, including the possibility that the goods may be carried via intermediate stopping places; (b) modes of transport; and (c) goods' storage and handling facilities. unless otherwise agreed in writing, the company shall never be obliged to arrange for any goods to be carried, stored, or handled separately from the goods of other customers.
- 12.0** special goods; prohibited goods.
- 12.1** Prohibited Goods. The company will not accept or deal with prohibited goods. all prohibited goods may be destroyed, or otherwise dealt with at the sole discretion of the company or any other person (legal or natural) in whose custody they may be at the relevant time, without notice or liability to the customer, and at its cost.
- 12.2** Controlled goods and dangerous goods. (a) The company will not handle controlled goods or dangerous goods unless previously agreed by it in writing. where the company takes charge of controlled goods or dangerous goods, the customer warrants that it has: (i) given the company written notice of: (i) all the specifications and characteristics of the relevant

controlled goods or dangerous goods; (ii) the exact nature of the danger (if any); and (iii) all the precautions to be taken for the safe, legal and appropriate packing, storage, handling and transportation of the relevant controlled goods or dangerous goods (including in relation to temperature and atmosphere requirements); prior to the company accepting the same; and (ii) obtained and communicated to the company all necessary documentation, approvals, consents and/or licenses from the relevant regulatory authorities that are or may be necessary to allow the company to take charge and service such controlled goods or dangerous goods legally, as well as without risk or delay. (b) the company may, at any time and at its discretion, apply additional charges to handle any controlled goods or dangerous goods. (c) controlled goods or dangerous goods must be: (i) packaged; and (ii) distinctly and obviously marked and labelled so as to indicate their nature and characteristics; in accordance with all applicable law. (d) controlled goods or dangerous goods that have been tendered to the company in breach of this clause, or which, in the opinion of the company, constitute or may constitute a risk to other goods, property, environment, life or health may, at the sole discretion of the company (or of any other person (legal or natural) in whose custody they may be at the relevant time), and without notice to the customer, be destroyed, disposed of, rendered harmless or otherwise dealt with, without liability towards the customer, and at the expense and risk of the customer.

13.0 Trade compliance

13.1 Laws & regulations. The Customer shall be responsible for ensuring that all Customer transactions for which Services are provided comply with any and all Applicable Laws relating to: (i) import, re-import, export, and re-export control laws and regulations (including all related US laws and regulations, such as the Export Administration Regulations (EAR) and the International Traffic in Arms Regulations (ITAR)); and (ii) economic sanctions, embargoes and sectoral sanctions of the United States, the European Union and its member states, the United Nations, and of any other government with jurisdiction over the Services; (together, "Sanctions and Export Laws").

13.2 Sanction Countries. The Customer represents and warrants that none of the transaction for which the Services are requested would subject the Company to sanctions, nor requires specific prior government authorization (e.g. export or import licenses, from the country of origin of the Goods or otherwise), under any and all Sanctions and Export Laws, or if any prior government authorization is required, the Customer has obtained such authorization or license and provided a copy to the Company. The Company may refuse to provide any Services, without liability, if, in the Company's sole judgment, such Services or the transaction(s) to which they relate could be in violation of any Sanctions and Export Laws.

14. services & payment to the company

14.1 Movement of goods. Charges are considered earned from the moment any goods are taken in charges by the company and are not refundable in any event. all quotations made by the company shall be without any obligation on its part. the company shall be at liberty to revise its quotations, at any time, without notice, in the event of changes to the customer's requirements and/or of changes outside the company's control which affect such quotations, including those events which relate to currency exchange rates, freight rates, insurance premiums or the goods in general. all amounts owed to the company, irrespective of the basis, should be paid, within the specified period or, in the absence of a specified period, immediately upon being

invoiced. where multiple invoices with different due dates are issued to a customer, and where the relevant customer fails to pay at least one of such invoices when due, the company shall have right to claim immediate payment of any and all issued invoices regardless of their stated due date.

- 14.2 Disbursements.** The company is authorized (but shall be under no obligation) to advance any disbursements on behalf of the customer, in the performance of the services. the customer shall reimburse all such disbursements advanced by the company immediately upon being invoiced in this regard by the company. unless otherwise agreed in writing with the customer, any third-party charges (including, but not limited to, any government fees, terminal handling charges, port charges, port storage charges, detention and demurrage charges) shall be charged to the customer at cost.
- 14.3 Customs clearance and related disbursements.** Where the company provides customs clearance services, the company does so as the customer's agent. the customer agrees that it has sole liability for errors in customs declarations made on its behalf by the company, unless such errors are the result of the company's breach of these conditions, negligence, willful misconduct, or fraud. the customer will pay any and all custom duties immediately upon demand by the company. the company is authorized (but shall be under no obligation) to advance any custom duties with respect to the goods, and the shipper and consignee shall be jointly and severally liable for the reimbursement thereof immediately upon demand by the company. the customer undertakes to indemnify the company, immediately upon first written demand, against any and all claims, liability, costs, charges, disbursements, expenses, fines, penalties, tax, duties and levies, that the company may incur in performing customs clearance services on behalf of the customer.
- 14.4 IOR/EOR.** The company will never act as the importer of records (ior) and/or exporter of records (eor) on behalf of the customer, unless agreed in writing and subject to the terms of a separate agreement to be executed between the company and customer.
- 14.5 Insurance.** The Company shall not be required to take out specific insurance in relation to any Goods or Services unless expressly agreed otherwise with the Customer. The Company may be able to arrange insurance on behalf of the Customer covering loss of or damage to Goods, provided that the Customer so instructs the Company in writing and pays any applicable fees. All terms of any insurance policies contracted by the Company on behalf of the Customer are deemed agreed directly between the Customer and the relevant insurance provider, without responsibility of the Company. it is the Customer's responsibility to ensure that, at all times until completion of the relevant Services by the Company, all the relevant Goods and other items (as applicable), which are subject to the Services, are fully insured on an indemnity basis against loss, damage and destruction (all risk). The Customer will provide the Company with details of the relevant insurance policies upon request. The Customer warrants that any insurance policy contracted will list the Company as an insured person or will include a waiver by the insurance company of any subrogated claims against the Company. The Customer will indemnify the Company against any loss or cost the Company sustains as a result of the Customer failing to comply with this Clause.
- 14.6 Security deposits & advances.** The company may, at its sole discretion and at any time, require the customer to pay the company a security deposit to cover all or part of estimated or expected charges, costs or disbursements of services. if the customer does not pay amounts

due to company in accordance with these conditions, the company shall have the right to deduct, unilaterally, such unpaid amount(s) from the security deposit, without the need for a court order allowing it to do so. if the company uses, applies, or retains all or any part of the security. deposit pursuant to this clause, the customer will promptly restore the security. deposit to its original sum immediately upon written request from the company.

- 14.7** Platform subscription term & fees. The service is provided on a subscription basis for the term specified in your order form, in accordance with the respective subscription plan purchased under such order form (the "subscription term" and the "subscription plan", respectively, and collectively the "subscription"). subscription fees. in consideration for the provision of the service (except for trial service), customer shall pay us the applicable fees per the purchased subscription, as set forth in the applicable order form (the "subscription fees"). unless indicated otherwise, subscription fees are stated in local currencies or us dollars equivalent. customer hereby authorizes us, either directly or through our payment processing service, to charge such subscription fees via customer's selected payment method, upon due date. unless expressly set forth herein, the subscription fees are non-cancelable and non-refundable. we reserve the right to change the subscription fees at any time, upon notice to customer if such change may affect customer's existing subscriptions upon renewal. in the event of failure to collect the fees owed by customer, we may, at our sole discretion (but shall not be obligated to) retry to collect at a later time, and/or suspend or cancel the account, without notice.
- 14.8** Taxes. the services are exclusive of any and all taxes (including without limitation, value added tax, sales tax, use tax, excise, goods and services tax, etc.), levies, or duties, which may be imposed in respect of these terms and the purchase or sale, of the service hereunder (the "taxes"), except for taxes imposed on our income. if customer is located in a jurisdiction which requires customer to deduct or withhold taxes or other amounts from any amounts due to us, please notify us, in writing, promptly and we shall join efforts to avoid any such tax withholding, provided, however, that in any case, customer shall bear the sole responsibility and liability to pay such tax and such tax should be deemed as being added on top of the subscription fees, payable by customer.
- 14.9** Subscription upgrade. During the subscription term, customer may upgrade its subscription plan by either: (i) adding authorized users; (ii) upgrading to a higher type of subscription plan; (iii) adding add-on features and functionalities; and/or (iv) upgrading to a longer subscription term (collectively, "subscription upgrades"). some subscription upgrades or other changes may be considered as a new purchase, hence will restart the subscription term and some won't, as indicated within the service and/or the order form. upon a subscription upgrade, customer will be billed for the applicable increased amount of subscription fees, at our then-current rates (unless indicated otherwise in an order form), either: (1) prorated for the remainder of the then-current subscription term, or (2) whenever the subscription term is being restarted due to the subscription upgrade, then the subscription fees already paid by customer will be reduced from the new upgraded subscription fees, and the difference shall be due and payable by customer upon the date on which the subscription upgrade was made.
- 14.10** Adding users. Customer acknowledges that unless it disabled these options: (i) users within the same email domain will be able to automatically join the account; and (ii) users within customer's account may invite other persons to be added to the account as users (collectively,

“users increase”). unless agreed otherwise in an order form, any changes to the number of users within a certain account, shall be billed on a prorated basis for the remainder of the then-current subscription term. we will bill customer, either upon the users increase or at the end of the applicable month, as communicated to customer.

- 14.11 Excessive usage.** We shall have the right, including without limitation where we, at our sole discretion, believe that customer and/or any of its users, have misused the service or otherwise use the service in an excessive manner compared to the anticipated standard use (at our sole discretion), to offer the subscription in different pricing and/or impose additional restrictions as for the upload, storage, download and use of the service, including, without limitation, restrictions on third party services, network traffic and bandwidth, size and/or length of content, quality and/or format of content, sources of content, volume of download time, etc.
- 14.12 Subscription auto-renewal.** In order to ensure that customer will not experience any interruption or loss of services, customer’s subscription includes an automatic renewal option by default, according to which, unless customer disables the auto-renewal option or cancels its subscription prior to its expiration, the subscription will automatically renew upon the end of the then applicable subscription term, for a renewal period equal in time to the original subscription term (excluding extended periods) and, unless otherwise notified to customer, at the same price (subject to applicable tax changes and excluding any discount or other promotional offer provided for the first subscription term). accordingly, unless either customer or us cancel the subscription prior to its expiration, we will attempt to automatically charge customer the applicable subscription fees upon or immediately prior to the expiration of the then applicable subscription term. if customer wishes to avoid such auto-renewal, customer shall cancel its subscription (or disable the auto-renewal option), prior to its expiration, at any time through the account settings or by contacting our customer success team. except as expressly set forth in these terms, in case a customer cancels its subscription, during a subscription term, the subscription will not renew for an additional period, but customer will not be refunded or credited for any unused period within the subscription term.
- 14.13 Discounts and promotions.** Unless expressly stated otherwise in a separate legally binding agreement, if customer received a special discount or other promotional offer, customer acknowledges that upon renewal of its subscription, MoreShores will renew such subscription, at the full applicable subscription fee at the time of renewal.
- 14.14 Credits.** Any credits that may accrue to customer’s account, for any reason (the “credits”), will expire and be of no further force and effect, upon the earlier of: (i) the expiration or termination of the applicable subscription under the account for which such credits were given; or (ii) in case such credits accrued for an account with a trial subscription (as defined below) that was not upgraded to a subscription plan, then upon the lapse of 90 days of such credits’ accrual. unless specifically indicated otherwise, credits may be used to pay for the services only and not for any third party service or other payment of whatsoever kind. whenever fees are due for any services, accrued credits will be first reduced against the subscription fees and the remainder will be charged from customer’s respective payment method. credits shall have no monetary value (except for the purchase of services under the limited terms specified herein) nor exchange value, and will not be transferable or refundable.

14.15 Payment through reseller. If customer purchased a service from a reseller or distributor authorized by us ("reseller"), then to the extent there is any conflict between these terms and the agreement entered between customer and the respective reseller, including any purchase order ("reseller agreement"), then, as between customer and MoreShores, these terms shall prevail. any rights granted to customer and/or any of the other users in such reseller agreement which are not contained in these terms, apply only in connection with the reseller. in that case, customer must seek redress or realization or enforcement of such rights solely with the reseller and not MoreShores. for clarity, customer's and its users' access to the service is subject to our receipt from reseller of the payment of the applicable fees paid by customer to reseller. customer hereby acknowledges that at any time, at our discretion, the billing of the subscription fees may be assigned to us, such that customer shall pay us directly the respective subscription fees.

15. billing, incorrect invoice, refund policy; chargeback

- 15.1** Billing. As part of registering, or submitting billing information, to the service, customer agrees to provide us with updated, accurate and complete billing information, and customer authorizes us (either directly or through our affiliates, subsidiaries or other third parties) to charge, request and collect payment (or otherwise charge, refund or take any other billing actions) from customer's payment method or designated banking account, and to make any inquiries that we may consider necessary to validate customer's designated payment account or financial information, in order to ensure prompt payment, including for the purpose of receiving updated payment details from customer's credit card company or banking account (e.g., updated expiry date or card number as may be provided to us by customer's credit card company).
- 15.2** Incorrect Invoice. if the customer reasonably believes an incorrect invoice has been issued by the company, it shall notify the company in writing within seven (7) calendar days of the date of the relevant invoice, specifying the reason for disputing the invoice, and providing all evidence in support. failing this, the customer will be deemed to have accepted the relevant invoice, and to have waived any right to challenge it. the customer shall, in any event, pay any undisputed amount by the due date.
- 15.3** Statutory changes. The company shall have the right to increase any charges, in view of any applicable statutory regulations implemented by any authority, that come to force subsequent to the agreement with the customer provided that statutory regulation affects the company's earnings negatively under the agreement with customer.
- 15.4** Platform refund policy. If customer is not satisfied with its initial purchase of a service or believed, customer may terminate such service by providing us a written notice, within 30 days of having first ordered such services (the "refund period"). in the event that customer terminates such initial purchase of a service, within the refund period, we will refund customer the subscription fees paid in respect of such terminated subscription, in the same currency we were originally paid (the "refund"). the refund is applicable only to the initial purchase of the service by customer and does not apply to any additional purchases, upgrades, modification or renewals of such service. please note that the refund amount may be different than the amount customer was charged due to currency changes and third party fees, such as wire transfer fees, and we shall not be responsible for any differences caused by change of

currency exchange rates or fees that customer was charged by third parties. after the refund period, the subscription fees are non-refundable and non-cancellable. to the extent permitted by law, if we find that a notice of cancellation has been given in bad faith or in an illegitimate attempt to avoid payment for services actually received and enjoyed, we reserve our right to reject customer's refund request.

- 15.5** Non-refundable services. Certain services may be non-refundable. in such event we will identify such services as non-refundable, and customer shall not be entitled, and we shall not be under any obligation, to terminate the service and give a refund.
- 15.6** chargeback. If, at any time, we record a decline, chargeback or other rejection of a charge of any due and payable subscription fees on customer's account ("chargeback"), this will be considered as a breach of customer's payment obligations hereunder, and customer's use of the service may be disabled or terminated and such use of the service will not resume until customer re-subscribes for any such service, and pay any applicable subscription fees in full, including any fees and expenses incurred by us and/or any third party service for each chargeback received (including handling and processing charges and fees incurred by the payment processor), without derogating from any other remedy that may be applicable to us under these terms or applicable law.
- 15.7** set-off. the customer agrees that the company may, without court order, set-off any funds it holds for or on behalf of the customer against any claims, liabilities, losses, taxes, custom duties, levies, charges and any costs and expenses incurred by the company in the performance of or in relation to the services. the customer agrees that the company may, without court order, set-off any funds it holds for or on behalf of the customer against any fees, commission or other payments due by the customer to the company in relation to the services. No assertion of any credit, set-off or claim or counterclaim against the company can be made to justify withholding payment of any amount, whether in whole or in part.

16. Late payment, claims & interest

- 16.1** Payment guarantee. Without prejudice to any right or remedy that the company may have against any customer, the shipper guarantees the payment to the company of any amounts, liabilities, fines, penalties, charges, costs, expenses, and interest that may be due to or imposed on the company under or in connection with any services or these conditions. when goods are accepted or dealt with upon instructions to collect freight, duties, charges, or other expenses from the consignee, or from any other person (legal or natural), the shipper shall remain responsible for the same if they are not paid by such consignee or other person (legal or natural) immediately when due.
- 16.2** No claim. the customer shall have no claim whatsoever to any brokerages, commissions, allowances, and any other remuneration which the company is at liberty to receive in relation to the services.
- 16.3** Interest. The company reserves the right to charge contractual interest for late payment on all amounts due to it that are outstanding, from the date such amounts are due until the date they are paid in full. when outstanding monies due and owing to the company have to be recovered from the customer then all costs and expenses, legal or otherwise, connected with such recovery shall be borne by the customer on an indemnity basis and the customer hereby agrees to indemnify the company for such costs and expenses.
- 17.** trial service; pre-released services.

- 17.1** trial service. we may offer, from time to time, part or all of our services on a free, no-obligation trial version ("trial service"). the term of the trial service shall be as communicated to you, within the service, in an order form, unless terminated earlier by either customer or us, for any reason or for no reason. we reserve the right to modify, cancel and/or limit this trial service at any time and without liability or explanation to you. in respect of a trial service that is a trial version of the subscription plan (the "trial subscription"), upon termination of the trial subscription, we may change the account web address at any time without any prior written notice.
- 17.2** pre-released services. note that we may offer, from time to time, certain services in an alpha or beta versions (the "pre-released services") and we use best endeavors to identify such pre-released services as such. pre-released services are services that are still under development, and as such they may be inoperable or incomplete, and may contain bugs, suffer disruptions and/or not operate as intended and designated, more than usual.
- 17.3** governing terms of trial service and pre-released services. the trial service and pre-released services are governed by these terms, provided that notwithstanding anything in these terms or elsewhere to the contrary, in respect of trial service and pre-released services (i) such services are licensed hereunder on as "as-is", "with all faults" "as available" basis, with no warranties, express or implied, of any kind; (ii) the indemnity undertaking by us set forth in section 17.2 herein shall not apply; and (iii) in no event shall the total aggregate liability of MoreShores, its affiliates or its third party service providers, under, or otherwise in connection with, these terms (including the sites, the service and the third party services), exceed us\$100. we make no promises that any trial service and/or pre-released services will be made available to you and/or generally available.

18. termination; suspension & lien

- 18.1** term. these terms are in full force and effect, commencing upon the effective date, until the end of the service underlying the account, either paid or unpaid, unless terminated otherwise in accordance with these terms.
- 18.2** Termination. Without prejudice to any other rights or remedies that the company may have, the company reserves the right to cancel or suspend upon giving fourteen (14) calendar days' written notice to the Customer., at its discretion, and without liability or court order, all or part of any service where: (a) payment of any amounts due to it has not been made in accordance with these conditions; (b) the customer breached it's warranties; (c) in the company's opinion, the nature, condition or packaging of any goods adversely affects or is likely to adversely affect the company, without fault or negligence by the company, (d) the Customer becomes insolvent, enters into liquidation (apart from solvent liquidation for the purposes of amalgamation or reconstruction) or is dissolved or declared insolvent or has a receiver, administrator or administrative receiver appointed over all or a substantial part of its assets or enters into an arrangement with its creditors or takes or suffers similar action; (e) the Customer is subject to Change Control; or (f) upon any action from any government or competent authority that materially changes the conditions of these Conditions. and in a way which the company cannot avoid by the exercise of reasonable endeavor. liens, and abandonment and disposal of goods

- 18.3** Funds due in case of termination. In case of early termination pursuant to this clause 18, all sums owed (whether invoiced or not) to the Company shall become due and payable immediately. In case of termination of any Services, the Customer will promptly accept redelivery of all Goods still in the Company's possession, at a place which the Company will deem reasonably safe and convenient. All costs of such redelivery are to be borne by the Customer. Should the Customer fail to take redelivery of its relevant Goods pursuant to Clause. Within twenty one (21) calendar days of the date of the relevant termination, the parties agree that all such Goods will be deemed abandoned by the Customer. The Company will have complete liberty to dispose of such Goods as it deems fit, at the Customer's cost, and without the need for a court order. All proceeds generated from the disposal of such Goods may be applied by the Company against any amounts due to it by the Customer.
- 18.4** Lien. without prejudice to any other rights and remedies that the company may have, the company shall have a general right of lien and retention, exercisable unilaterally and without a court order, in respect of any goods or any documents relating to goods in its possession or control at any time, for all sums which are due to it by or on behalf of the customer.
- 18.5** Return of goods. In case of: (i) unpaid amounts due to the company; (ii) failed delivery; (iii) hindrance or risk of any kind affecting or likely to affect the company and arising out of or in connection with any goods (including arising out of the nature, condition or packaging of the goods); or (iv) any other reason whatsoever not attributable to the company and delaying the goods in the company's possession; the company may, immediately and at its discretion, take such steps as it sees fit to protect its and other parties' interests, including but not limited to applying reasonable efforts to return the goods to the shipper (where applicable), or storing the goods or any part thereof at the risk and cost of the customer. the company may also unilaterally, and without a court order to that effect: (a) destroy or dispose of all or any part of the relevant goods (including by direct sale, auction or otherwise as the company may deem reasonable); or (b) abandon all or any part of the relevant goods at any place which the company may deem safe and convenient.
- 18.6** Special goods. the company may exercise its rights under clause 18.5 as follows: (a) for perishable goods, immediately after having given twenty-four (24) hours' written notice to the customer; and (b) for non-perishable goods, after sending the customer a fourteen (14) calendar days' written notice.
- 18.7** Auction. where the company sells or auctions any of the goods pursuant to clause 12.4 above, the company has the right to apply any proceeds towards the balance of any payments due to the company.
- 18.8** whatever steps taken by the company under clause 18.5/18.6 above will be at the customer's cost and risk. in particular:(a) as soon as the company deals with any goods as per clauses 18.6 above, the responsibility of the company in respect of such goods shall immediately cease; (b) any liabilities, costs and expenses, including any legal costs, as well as fines, penalties, charges, custom duties and tax arising out of or in connection with any of the steps taken under clause 18.5 shall be borne by the customer. the customer will indemnify the company in this regard immediately upon first written demand; and (c) the company shall be entitled to the initially applicable charges in any event.

- 18.9** platform subscription termination by customer. customer may terminate its subscription to the service by cancelling the service and/or deleting the account, whereby such termination shall not derogate from customer's obligation to pay applicable service fees except where such termination is made within the refund period. in accordance with section 10 above, unless mutually agreed otherwise by customer and us in a written instrument, the effective date of such termination will take effect at the end of the then-current subscription term, and customer's obligation to pay the subscription fees throughout the end of such subscription term shall remain in full force and effect, and customer shall not be entitled to a refund for any pre-paid subscription fees.
- 18.10** effect of termination of service. Upon termination or expiration of these terms, customer's subscription & services and all rights granted to you hereunder shall terminate, and we may change the account's web address. it is customer's sole liability to export the customer data prior to such termination or expiration. in the event that customer did not delete the customer data from the account, we may continue to store and host it until either customer or we, at our sole discretion, delete such customer data, and during such period, customer shall still be able to make a limited use of the service in order to export the customer data (the "read-only mode"), but note that we are not under any obligation to maintain the read-only mode period, hence such period may be terminated by us, at any time, with or without notice to customer, and subsequently, the customer data will be deleted. customer acknowledges the foregoing and its sole responsibility to export and/or delete the customer data prior to the termination or expiration of these terms, and therefore we shall not have any liability either to customer, nor to any user or third party, in connection thereto. unless expressly indicated herein otherwise, the termination or expiration of these terms shall not relieve customer from its obligation to pay due subscription fees.
- 18.11** survival. section on responsibility for authorized users, customer data, privacy and security, third party services, subscription term, renewal and fees payment in respect of unpaid subscription fees, governing terms of trial services and pre-released services, term and termination; suspension, confidentiality, warranty disclaimer, limitations of liability, indemnification, governing law and jurisdiction; class action waiver and arbitration and general provisions, shall survive the termination or expiration of these terms, and continue to be in force and effect in accordance with their applicable terms.
- 18.12** suspension. without derogating from our termination rights above, we may decide to temporarily suspend the account and/or a user profile (including any access thereto) and/or our service, in the following events: (i) we believe, at our sole discretion, that you or any third party, are using the service in a manner that may impose a security risk, may cause harm to us or any third party, and/or may raise any liability for us or any third party; (ii) we believe, at our sole discretion, that you or any third party, are using the service in breach of these terms or applicable law; (iii) customer's payment obligations, in accordance with these terms, are or are likely to become, overdue; or (iv) customer's or any of its users' breach of the acceptable use policy. the afore-mentioned suspension rights are in addition to any remedies that may be available to us in accordance with these terms and/or applicable law.

19. Force Majeure

The Company shall not be liable for the failure or delay in performing its obligations under these Conditions if such failure or delay results from any reason beyond the Company's reasonable control, including but not limited to: (a) acts of God, explosion, fire, lightning, flood or severe or abnormal weather conditions; (b) outbreak of war, hostilities, riot, civil disturbance, acts of terrorism; (c) software defects or failure, power failure or failure of telecommunications lines; (d) malicious damage, strike, lock-out or industrial action of any kind; (e) acts of government or statutory authority, including economic sanctions or embargoes, or the entering into force of any law or administrative act; (f) epidemic, pandemic, lockdowns or quarantine; (g) shortage of, or inability or delay in obtaining fuel, supplies, labour, material or services; and (h) any other event outside of the Company's control.

20. confidentiality

20.1 confidential information. in connection with these terms and the service (including the evaluation thereof), each party ("disclosing party") may disclose non-public business, product, technology and marketing information, including without limitation, customers lists and information, know-how, software and any other non-public information that is either identified as such or should reasonably be understood to be confidential given the nature of the information and the circumstances of disclosure, whether disclosed prior or after the effective date (the "confidential information") to the other party ("receiving party"). for the avoidance of doubt, (i) customer data is regarded as customer's confidential information, and (ii) our site, service, trial service and/or pre-released services, inclusive of their underlying technology, and their respective performance information, as well as any data, reports and materials we provided to you in connection with your evaluation or use of the service, are regarded as our confidential information. 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 without any use or reference to confidential information.

20.2 confidentiality undertakings by the receiving party. the receiving party will (i) take at least reasonable measures to prevent the unauthorized disclosure or use of confidential information, and limit access to those employees, affiliates, service providers and agents, on a need to know basis and who are bound by confidentiality obligations at least as restrictive as those contained herein; and (ii) not use or disclose any confidential information to any third party, except as part of its performance under these terms and as required to be disclosed to legal or financial advisors to the receiving party or in connection with a due diligence process that the receiving party is undergoing, provided that any such disclosure shall be governed by confidentiality obligations at least as restrictive as those contained herein.

20.3 compelled disclosure. notwithstanding the above, confidential information may be disclosed pursuant to the order or requirement of a court, administrative agency or other governmental body; provided, however, that to the extent legally permissible, the receiving party shall make best efforts to provide prompt written notice of such court order or requirement to the

disclosing party to enable the disclosing party to seek a protective order or otherwise prevent or restrict such disclosure.

21. warranty & indemnity disclaimer

notwithstanding anything in these terms or elsewhere to the contrary and to the fullest extent permitted by applicable law:

- 21.1** except as expressly set forth herein, the sites and the service are provided on an "as is", "with all faults" and "as available" basis, and without warranties of any kind. we and our affiliates, subcontractors, agents and vendors (including, the third-party service providers, hereby disclaim any and all representations and warranties of any kind, including without limitation, warranties and/or representations of merchantability, functionality, title, fitness for a particular purpose and non-infringement, whether express, implied or statutory. 21.2. we and our vendors do not warrant and expressly disclaim any warranty or representation that the service and sites, including the access thereto and use thereof, will be uninterrupted, timely, secured, error free, that data won't be lost, that defects will be corrected, or that the sites and/or service are free from viruses or other harmful code. we and our vendors further disclaim all liability or responsibility for any delays, failures, interception, alteration, loss, or other damages that you and/or your data (including customer data) may suffer, that are beyond our control.
- 21.3** except as expressly set forth herein, we do not warrant, and expressly disclaim any warranty or representation (i) that our service (or any portion thereof) is complete, accurate, of any certain quality, reliable, suitable for, or compatible with, any of your contemplated activities, devices, operating systems, browsers, software or tools (or that it will remain as such at any time), or comply with any laws applicable to you; and/or (ii) regarding any content, information, reports or results that you obtain through the service and/or the sites.
- 21.4** the customer hereby agrees and undertakes to fully indemnify the company, and hold it harmless against any and all: (i) claims (including claims from third parties), losses (including loss of profit or business), liabilities, damages, judgments, awards, orders; (ii) fines, penalties, charges, taxes and any custom duties or other government duties; and (iii) costs, disbursements and expenses (including but not limited to legal expenses); which the company has, may or will incur arising out of or in connection with: (a) the performance of the services or the execution of the customer's instructions; (b) any breach of these conditions by the customer, including a breach of any of the terms of clause on warranties, special goods and trade compliance); (c) any event listed at clause 15.2 below; or (d) any amount which the company has incurred, or may or will incur, in excess of the company's limits of liability under the provisions of these conditions.
- 21.5** without prejudice to any of the terms in these conditions, if the company finds itself, whether by applicable law or otherwise in any country, jointly or severally liable for any liabilities of the customer or any other party seeks to hold the company liable for any liabilities of the customer, then such customer shall fully indemnify the company and hold it harmless for any and all claims, damages, losses, costs and expenses (including but not limited to legal expenses) whatsoever, howsoever caused arising out of or in connection thereof and shall never assert any claim for a contribution from the company under any circumstances whatsoever.

22. limitation of liability

notwithstanding anything in these terms or elsewhere to the contrary and to the fullest extent permitted by applicable law:

- 22.1** In no event shall either party hereto and its affiliates, subcontractors, agents and vendors (including, the third party service providers), be liable under, or otherwise in connection with these terms for (i) any indirect, exemplary, special, consequential, incidental or punitive damages; (ii) any loss of profits, costs, anticipated savings; (iii) any loss of, or damage to data, use, business, reputation, revenue or goodwill; and/or (iv) the failure of security measures and protections, whether in contract, tort or under any other theory of liability or otherwise, and whether or not such party has been advised of the possibility of such damages in advance, and even if a remedy fails of its essential purpose.
- 22.2** Except for the indemnity obligations of either party herein, your payment obligations hereunder or breach of our acceptable use policy by either you or in case of a customer, any of the users underlying its account, in no event shall the total aggregate liability of either party, its affiliates, subcontractors, agents and vendors (including, the its third-party service providers), under, or otherwise in connection with, these terms (including the sites and the service), exceed the total amount of fees actually paid by you (if any) during the 12 consecutive months preceding the event giving rise to such liability. this limitation of liability is cumulative and not per incident.
- 22.3** under no circumstances will the company ever be liable for the following howsoever caused or arising, whether caused by breach of contract or otherwise: (a) any loss of profit, sales, use, revenue, business, contracts, goodwill, reputation or anticipated savings; or (b) any loss or liability that is indirect or consequential.
- 22.4** without prejudice to the above, the company shall never have any liability whatsoever, under any circumstance whatsoever, for any loss, damage, penalties, fines, cost or expense howsoever caused (whether caused by breach of contract or otherwise) arising out of or in connection with: (a) custom declarations relating to the goods, except in case of breach of these conditions, willful misconduct or fraud, by the company; (b) detention or seizure of any goods by customs or other government authorities; (c) the customer's inaccurate description, identification or marking of the goods; (d) inherent defect in the goods; (e) inadequate or defective packaging of the goods, except where the company provided the packaging in which case the company's liability will be limited and/or excluded as per these conditions; (f) any feature or characteristic of the goods themselves, whether defective or not; (g) customer's wrong or inaccurate instructions, or its failure to provide instructions; (h) failed delivery; or (i) any breach of these conditions by the customer.
- 22.5** the company will never have any liability or responsibility for the goods where they are not in its custody.
- 22.6** when the company asserts that, in the circumstances of the case, a loss or damage could be attributed to one or more causes or events, specified in (a) – (d) of the present clause, it shall be presumed that it was so caused, unless the customer can prove that such loss or damage was not, in fact, caused wholly or partly by one or more of such causes or events: (a) an act or omission of the customer, or person (legal or natural) other than the company; (b) insufficiency or defective condition of the packaging or marks and/or numbers; (c) inherent vice of the

goods; or (d) force majeure, as defined in clause 19. 22.7. liability for carriage of goods. without prejudice to clause 22, where goods have been damaged, lost or delayed during carriage, and to the extent that the company is acting as carrier of the goods and has issued a transport document, the company's total liability to a customer (if any) shall be limited or excluded as set forth in the relevant transport document.

22.8 liability for storage. without prejudice to clause 22, where the company is providing storage services: (a) the company shall never have any liability whatsoever and howsoever caused (whether caused by breach of contract or otherwise), to the customer for damage to or loss of goods, nor for any delay in handling the goods, nor for any related costs or expenses (including legal costs and expenses), unless such loss, damage, delay, costs or expenses are due to the company's gross negligence or willful misconduct; and (b) where clause 22.8(a) is set aside or does not apply for any reason whatsoever, the company's total liability to a customer (if any), howsoever caused, whether arising from breach of contract or otherwise, shall be limited to: (i) in relation to claims for loss or damage to goods, the lower of: (a) the value of the lost goods; (b) the reasonable repair value of the damaged goods; or (c) seven (7) sdr per kilogram of the gross weight of any goods lost or damaged; (ii) in relation to all other claims, including claims for delay, the lower of: (a) the value of the relevant direct loss; or (b) the company's charge for the service relating to the relevant claims, or (c) usd 25,000.

22.9 without prejudice to the clauses above, where clauses 22.7 and 22.8 do not apply for whatever reason, or where the liability provisions therein are set aside, and unless otherwise stated elsewhere in these conditions: (a) the company shall never have any liability whatsoever to the customer except in case of gross negligence or willful misconduct; and (b) where clause 22.8(a) is set aside for any reason whatsoever, the company's total liability to a customer howsoever caused or arising, whether arising from breach of contract or otherwise, shall be limited to: (i) in relation to claims for loss or damage to goods, the lower of: (a) the value of the lost goods; (b) the reasonable repair value of the damaged goods; or (c) seven (7) sdr per kilogram of the gross weight of any goods lost or damaged; (ii) in relation to all other claims, including claims for delay, the lower of: (a) the value of the relevant direct loss; or (b) the company's charge for the service relating to the relevant claims.

22.10 limitation period for claims. the company shall be deemed prima facie to have delivered the goods undamaged and in full unless notice of loss or damage to the goods, and the general nature thereof, is given in writing to the company or to the company's agent at the place and time of delivery, or within the timeframes set out under. no action, demand or claim shall be admissible unless first made to the company in writing: (a) in the case of damage to the goods, within fourteen (14) calendar days from the date on which the goods are placed at the disposal of the person (legal or natural) entitled to them; (b) in the case of delay, within twenty-one (21) calendar days from the date on which the goods were placed at the disposal of the person (legal or natural) entitled to them; and (c) in the case of non-delivery of the goods, within one hundred and twenty (120) calendar days of the date on which the goods should have been placed at the disposal of the person (legal or natural) entitled to them. 22.11 the company shall, unless otherwise expressly agreed, be discharged of all liability under these conditions unless suit is brought within twelve (12) months after the relevant cause of action arose.

22.12 the provisions of these conditions, are without prejudice to any limitation or exclusion of liability that may apply to the benefit of the company under applicable law.

23. specific laws; reasonable allocation of risks

- 23.1** specific laws. except as expressly stated in these terms, we make no representations or warranties that your use of the service is appropriate in your jurisdiction. other than as indicated herein, you are responsible for your compliance with any local and/or specific applicable laws, as applicable to your use of the service.
- 23.2** reasonable allocation of risks. you hereby acknowledge and confirm that the limitations of liability and warranty disclaimers contained in these terms are agreed upon by you and us and we both find such limitations and allocation of risks to be commercially reasonable and suitable for our engagement hereunder, and both you and us have relied on these limitations and risk allocation in determining whether to enter these terms.

24. indemnification

- 24.1** by customer. customer hereby agrees to indemnify, defend and hold harmless MoreShores and its affiliates, officers, directors, employees and agents from and against any and all claims, damages, obligations, liabilities, losses, reasonable expenses or costs (collectively, "losses") incurred as a result of any third party claim arising from (i) customer's and/or any of its users', violation of these terms or applicable law; and/or (ii) customer data, including the use of customer data by MoreShores and/or any of its subcontractors, infringes or violates, any third party's rights, including, without limitation, intellectual property, privacy and/or publicity rights.
- 24.2** by MoreShores. MoreShores hereby agrees to defend customer, its affiliates, officers, directors, and employees, in and against any third party claim or demand against customer, alleging that customer's authorized use of the service infringes or constitutes misappropriation of any third party's copyright, trademark or registered us patent (the "ip claim"), and we will indemnify customer and hold customer harmless against any damages and costs finally awarded on such ip claim by a court of competent jurisdiction or agreed to via settlement we agreed upon, including reasonable attorneys' fees. stack's indemnity obligations under this section 17 shall not apply if: (i) the service (or any portion thereof) was modified by customer or any of its users or any third party, but solely to the extent the ip claim would have been avoided by not doing such modification; (ii) if the service is used in combination with any other service, device, software or products, including, without limitation, third party services, but solely to the extent that such ip claim would have been avoided without such combination; and/or (iii) any ip claim arising or related to, the customer data or to any events giving rise to customer's indemnity obligations under section 24.1 above. without derogating from the foregoing defense and indemnification obligation, if MoreShores believes that the service, or any part thereof, may so infringe, then MoreShores may in its sole discretion: (i) obtain (at no additional cost to you) the right to continue to use the service; (ii) replace or modify the allegedly infringing part of the service so that it becomes non-infringing while giving substantially equivalent performance; or (iii) if MoreShores determines that the foregoing remedies are not reasonably available, then MoreShores may require that use of the (allegedly) infringing service (or part thereof) shall cease and in such an event, customer shall receive a prorated refund of any subscription fees paid for the unused portion of the subscription term. this section 24.2 states MoreShores' sole and entire liability and your exclusive remedy, for any intellectual property infringement or misappropriation by MoreShores and/or its service and underlying technology.

24.3 indemnity conditions. the defense and indemnification obligations of the indemnifying party under this section 24 are subject to: (i) the indemnified party shall promptly provide a written notice of the claim for which an indemnification is being sought, provided that such indemnitee's failure to do so will not relieve the indemnifying party of its obligations under this section 24, except to the extent the indemnifying party's defense is materially prejudiced thereby; (ii) the indemnifying party being given immediate and exclusive control over the defense and/or settlement of the claim, provided, however that the indemnifying party shall not enter into any compromise or settlement of any such claim that requires any monetary obligation or admission of liability or any unreasonable responsibility or liability by an indemnitee without the prior written consent of the affected indemnitee, which shall not be unreasonably withheld or delayed; and (iii) the indemnified party providing reasonable cooperation and assistance, at the indemnifying party's expense, in the defense and/or settlement of such claim and not taking any action that prejudices the indemnifying party's defense of, or response to, such claim.

25. Waiver

25.1 A waiver of any right or remedy of the Company is only effective if given in writing by the Company. A delay or failure to exercise, or the single or partial exercise of, any right or remedy by the Company shall not: (a) waive that or any other right or remedy; or (b) prevent or restrict the further exercise of that or any other right or remedy.

25.2 Nothing in these Conditions is to operate or be interpreted as a waiver by the Company of any of its rights, remedies or defences under applicable law or regulation.

26. Modifications

occasionally we may make changes to these terms for valid reasons, such as adding new functions or features to the service, technical adjustments, typos or error fixing, for legal or regulatory reasons or for any other reasons as we deem necessary, at our sole discretion. when we make material changes to these terms, we'll provide customer with notice as appropriate under the circumstances, e.g., by displaying a prominent notice within the service or by sending customer an email. your continued use of the service after the changes have been implemented will constitute your acceptance of the changes.

If any provision or part-provision of these Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Clause shall not affect the validity and enforceability of the rest of these Conditions.

27.third party Source code within our service

our service includes third party codes and libraries that are subject to third party open source license terms (the "open source code" and the "open source terms", respectively). some of such open source terms determine that to the extent applicable to the respective open source code licensed thereunder, such terms prevail over any conflicting license terms, including these terms. we use our best endeavors to identify such open source code, within our service, hence we encourage customer to familiarize itself with such open source terms. note that we use best efforts

to use only open source codes that does not impose any obligation or affect the customer data or related intellectual property (beyond what is stated in the open source terms and herein), on an ordinary use of our service that does not involve any modification, distribution or independent use of such open source code. notwithstanding anything to the contrary, we make no warranty or indemnity hereunder with respect to any open source codes.

28. government use

if customer is part of a u.s. government agency, department or otherwise, either federal, state or local (a "government customer"), then the terms of this section 28 shall apply to the customer. government customer's technical data and software rights related to the service include only those rights customarily provided to the public as specified in these terms. government customer hereby agrees that the service qualifies as a "commercial computer software" and "commercial computer software documentation", within the meaning of 48 c.f.r. §12.212 or 48 c.f.r. §227.7202 to §227.7204. if a government customer has a need for rights not granted under the terms, it must negotiate with us to determine if there are acceptable terms for granting those rights, and a mutually acceptable written addendum specifically granting those rights must be included in any applicable agreement. any unpublished-rights are reserved under applicable copyright laws. any provisions contained in these terms that contradict any law applicable to a government customer, shall be limited solely to the extent permitted under such applicable law. 29. governing law and jurisdiction; class action waiver and mandatory arbitration.

29.1 governing law; jurisdiction. these terms and any action related thereto will be governed and interpreted by and under the laws of Mauritius without giving effect to any conflicts of laws principles that require the application of the law of a different jurisdiction. courts of competent jurisdiction located in Mauritius, shall have the sole and exclusive jurisdiction and venue over all controversies and claims arising out of, or relating to, these terms. you and us mutually agree that the united nations convention on contracts for the international sale of goods does not apply to these terms. notwithstanding the foregoing, MoreShores reserves the right to seek injunctive relief in any court in any jurisdiction.

29.2 class action waiver. where permitted under applicable law, you and MoreShores agree that each party may bring claims against the other party only in your or its individual capacity and not as a plaintiff or class member in any purported class or representative action. unless both you and MoreShores mutually agree, no arbitrator or judge may consolidate more than one person's claims or otherwise preside over any form of a representative or class proceeding.

29.3 arbitration. to the extent permitted under applicable law, you and MoreShores hereby irrevocably agree to the following provisions:

29.3.1 dispute resolution and arbitration. any dispute, claim, or controversy between you and us arising in connection with, or relating in any way to, these terms (whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and whether the claims arise during or after the termination or expiration of these terms) will be determined solely by mandatory binding arbitration. in arbitration there is no judge or jury and court review of an arbitration award is limited. however, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages) and must follow the terms of these terms as a court would.

29.3.2 exception. notwithstanding clause 29.3.1 above, you and MoreShores both agree that nothing herein will be deemed to waive, preclude, or otherwise limit either of our rights, at any time, to seek injunctive relief in a court of law. in addition to the above, notwithstanding clause 29.3.1 above, MoreShores may file a suit in a court of law against you to address intellectual property infringement claims.

29.3.3 arbitration process rules. either you or we may start arbitration proceedings. any arbitration between you and us will be finally settled under the rules of arbitration of the international chamber of commerce (the "icc") then in force (the "icc rules") by one arbitrator appointed in accordance with the icc rules. the arbitration will take place in mauritius, and shall be conducted in the english language and unless otherwise required by a mandatory law of any jurisdiction, the law to be applied in any arbitration shall be the law of mauritius, without regard to choice or conflicts of law principles. the arbitration proceedings shall be conducted on an expedited basis and shall result in an award within no more than 60 days. the arbitration shall be conducted on a confidential basis. the award of the arbitrator shall be final and binding on the parties. the arbitration award shall be enforceable in any court of competent jurisdiction. any motion to enforce or vacate an arbitration award under this agreement shall be kept confidential to the maximum extent possible.

29.3.4 special statute of limitation. any arbitration must be commenced by filing a demand for arbitration within 2 years after the date the party asserting the claim first knows or reasonably should know of the act, omission, or default giving rise to the claim; and there shall be no right to any remedy for any claim not asserted within that time period. if applicable law prohibits such limitation period for asserting claims, any claim must be asserted within the shortest time period permitted by applicable law.

29.3.5 notice; process. a party who intends to seek arbitration must first send a written notice of the dispute to the other, by certified mail or federal express (signature required), or in the event that we do not have a physical address on file for you, by electronic mail ("dispute notice"). the dispute notice must (i) describe the nature and basis of the claim or dispute; and (ii) set forth the specific relief sought. we agree to use good faith efforts to resolve the claim directly, but if we do not reach an agreement to do so within 30 days after the dispute notice is received, you or us may commence an arbitration proceeding. during the arbitration, the amount of any settlement offer made by you or us shall not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any. without derogating from the generality of the confidentiality protection under section 29.3.3 above, all documents and information disclosed in the course of the arbitration shall be kept strictly confidential by the recipient and shall not be used by the recipient for any purpose other than for purposes of the arbitration or the enforcement of the arbitrator's decision and award and shall not be disclosed except in confidence to persons who have a need to know for such purposes or as required by applicable law. except as required to enforce the arbitrator's decision and award, neither you nor us shall make any public announcement or public comment or originate any publicity concerning the arbitration, including, but not limited to, the fact that the parties are in dispute, the existence of the arbitration, or any decision or award of the arbitrator.

30. general provisions

30.1 translated versions. these terms were written in english, and translated into other languages for your convenience. if a translated (non-english) version of these terms conflicts in any way

with their english version, the provisions of the english version shall prevail.

- 30.2** force majeure. neither us nor you 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, interruption or failure of the internet or any utility service, failures in third-party hosting services, strikes, shortages, riots, fires, acts of god, war, terrorism, and governmental action.
- 30.3** relationship of the parties; no third party beneficiaries. the parties are independent contractors. these terms and the service provided hereunder, do not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. there are no third party beneficiaries to these terms.
- 30.4** notice. we shall use your contact details that we have in our records, in connection with providing you notices, subject to this section 22.4. our contact details for any notices are detailed below. you acknowledge notices that we provide you, in connection with these terms and/or as otherwise related to the service, shall be provided as follows: via the service, including by posting on our sites or posting in your account, text, in-app notification, email, phone or first class, airmail, or overnight courier. you further acknowledge that an electronic notification satisfies any applicable legal notification requirements, including that such notification will be in writing. any notice to you will be deemed given upon the earlier of: (i) receipt; or (ii) 24 hours of delivery. notices to us shall be provided to MoreShores Pty Ltd, attn: general counsel, at info@moreshores.com, or sent to our address at h21 home scene building, healthscape, forbach, mauritius,
- 30.5** assignment. these terms, and any and all rights and obligations hereunder, may not be transferred or assigned by you without our written approval, provided that you may assign these terms to your successor entity or person, resulting from a merger, acquisition, or sale of all or substantially all of your assets or voting rights, except for an assignment to a competitor of MoreShores, and provided that you provide us with prompt written notice of such assignment and the respective assignee agrees, in writing, to assume all of your obligations under these terms. we may assign our rights and/or obligations hereunder and/or transfer ownership rights and title in the service to a third party without your consent or prior notice to you. subject to the foregoing conditions, these terms shall bind and inure to the benefit of the parties, their respective successors, and permitted assigns. any assignment not authorized under this section 22.5 shall be null and void.
- 30.6** severability. these terms shall be enforced to the fullest extent permitted under applicable law. if any provision of these 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 these terms will remain in effect.
- 30.7** no waiver. no failure or delay by either party in exercising any right under these terms will constitute a waiver of that right. no waiver under these terms will be effective unless made in writing and signed by an authorized representative of the party being deemed to have granted the waiver.

