

Terms and Conditions of Use

This Australian Customer Portal (The Portal) is hosted on behalf of DP World Australia Limited (ABN 52 000 049 301) (**DP World**) by 1-Stop Connections Pty Ltd (ABN 58 102 573 544) (**1-Stop**).

DP World makes available the information published on The Portal subject to the following Terms and Conditions (**the Portal Terms**). Use of The Portal is conditional on your acceptance of and compliance with these Portal Terms. DP World may vary the Portal Terms from time to time at its sole discretion.

The Portal Terms are to be read in conjunction with the subscriber Terms and Conditions of the 1-Stop subscription service, which apply equally to your use of The Portal.

Accepting the Portal Terms

You indicate acceptance of the Portal Terms by accessing any of The Portal through The Portal.

Please note that neither the Portal Terms nor The Portal constitutes an offer by DP World but rather an invitation to you to make an offer to DP World to use The Portal on the Portal Terms. By submitting a registration request, you make DP World an offer to use The Portal on the Portal Terms. By accepting your registration request DP World accepts your offer to use The Portal on the Portal Terms.

Our agreement, the Portal Terms, your use of The Portal and the provision by DP World of The Portal and the services through it are governed by Federal law and the laws of New South Wales, Australia. You irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of New South Wales.

If a court of law finds a provision in these Portal Terms to be invalid or unenforceable, that provision will be severed or read down from the Portal Terms without affecting the remainder of them and the Portal Terms will continue to govern the relationship between us.

Use of Information from The Portal

The Portal makes available information that DP World receives from others regarding certain goods in transit. By using The Portal you can gain access to that information. Any use by you of The Portal other than, or in addition to, that use is unauthorised. Copying or re-distribution of the information is expressly prohibited.

You must not submit any material which is defamatory, in breach of copyright, in breach of the Trade Practices Act 1974 (Cth) or is otherwise in any way unlawful or inappropriate.

Quality of Information on The Portal and website links

The information provided through The Portal is provided on "as is" basis.

Please note that DP World does not check the accuracy, security or reliability of the information on The Portal and you are advised to check the information for accuracy with the relevant source before acting upon it.

Specifically, DP World does not accept liability for:

- (a) acts or omissions of others, including those who are providing DP World with information posted through The Portal;
- (b) unauthorised access to or misuse of The Portal; or
- (c) errors or omissions in or delay in the reporting of information.

Links to other websites are provided for your convenience only. They do not constitute or imply any endorsement, recommendation or affiliation. DP World does not check the accuracy, security or reliability of any links to other websites which it may provide on The Portal from time to time, nor the accuracy, security, reliability or content of such linked websites, and accepts no responsibility or liability in relation to either the accuracy or reliability of the links or accuracy, reliability or content of such linked websites.

The information on The Portal is dynamic in nature and DP World will change and update the information from time to time but makes no warranty about, and accepts no liability in relation to, the currency of any information.

Subject to the following, DPW World shall not be liable for any direct, indirect, incidental, special or consequential damages whatsoever, including but not limited to lost revenue or other commercial or economic loss.

You may have certain rights and remedies in relation to the provision by DP World of The Portal and/or the services provided through it under Australian legislation, some of which are non-excludable.

Save as set out immediately above, you are advised that:

- (a) DP World disclaims all conditions and warranties implied by custom or legislation;
- (b) DP World excludes all those rights and remedies that you may have otherwise had under that legislation in so far permitted; and
- (c) The Portal and the services provided through it may not be un-interrupted or error-free, that errors may not be fixed and that they may contain viruses or other matters that may negatively affect you.

If DP World were to be liable under any relevant legislation, then DP World limits its liability to the fullest extent permitted by law to supplying the services again or paying for the cost of having the services supplied again, in either case at DP World's election, up to a maximum of AUD \$10,000.

You agree to indemnify DP World for any loss, damage, cost or expense it suffers or incurs arising directly or indirectly from the use or distribution by any person of material or information you have placed on The Portal or your alteration, modification of or addition to any such material or information.

Internet Security

The internet is not a completely secure medium and DPW does not guarantee privacy or non-interception of information. DP World will not be responsible for any damages you or a third party suffers as a result of the transmission of confidential information.

DP World does not guarantee that The Portal will be free of computer viruses and you are responsible for taking appropriate precautions to protect your computer system. DP World will not be responsible for any damages you or a third party suffers as a result of virus infection.