

User Terms for Twill Platform

1. Use of the Twill Platform

1.1. This document (together with the documents referred to in it) sets out the Platform User Terms on which you may use the Twill Platform (the "Twill Platform"). Please read these Platform User Terms carefully before accessing or downloading or using any information, data, text, images, video or audio or any other materials or Platform Services available or generated on, posted or uploaded to the Twill Platform. By accessing or browsing the Twill Platform, you indicate that you accept these Platform User Terms and that you agree to abide by them. Your access and usage of Twill Platform constitutes your acceptance of these Platform User Terms which takes effect on the date on which you access or browse the Twill Platform. If you do not agree with these Platform User Terms, you should cease accessing or using the Twill Platform.

1.2. Twill Platform is made available by Damco.

1.3. The use of Twill Platform is subject to:

- 1) the terms set out below, any additional instructions or terms appearing on the Twill Platform, including the privacy and cookie policy available electronically [here](#) in relation to Platform Services uses (together the "Platform User Terms"); and
- 2) any terms from time to time agreed between the parties and described as special terms which apply to the access to or use of Twill Platform or particular Platform Services ("Special Terms").

1.4. The Platform User Terms set out the terms on which Twill provides access to the Twill Platform and will apply to:

- 1) the Registered User if it is not already bound by the Platform User Terms (in which case the Individual User warrants that he is authorised to agree and does agree on the Registered User's behalf to the Platform User Terms); and
- 2) the Individual User acting on his own behalf, to the extent that such User utilises the Platform Services and/or the Twill Platform.

1.5. The Platform User Terms shall not affect, or form part of, the terms of any contract of carriage with Damco or other service agreement between Registered User and Twill.

1.6. Subject to the Platform User Terms, Twill agrees to permit the Registered User to use the Login Details and such parts of the Twill Platform, Content and Platform Services as the parties agree.

2. Definitions

2.1. "Communication" has the meaning described in clause 4.1 herein.

2.2. "Content" means any information, data, text, images, video or audio or any other materials available from Twill via or generated on, posted to or uploaded to the Twill Platform or Platform Services.

2.3. "Damco" means Damco International A/S and/or any of its direct or indirect subsidiaries, affiliates, associates or agents.

2.4. "Individual User" means the person identified in the "First Name" and "Last Name" fields of the registered user application form. "Individual Users" and an "Individual User" mean any other person identified, in the "First Name" and "Last Name" fields of a registered user application form which names the Registered User in the "Company" field.

2.5. "Login Details" means login details for Individual User or Registered User or other security measure either (i) issued by Twill to an Individual User or Registered User, or (ii) created by a user, in order to identify the user and access and use the Twill Platform.

2.6. "Platform Services" means any services or facilities requested, made available or received via the Twill Platform.

2.7. "Registered User" means the entity identified in the "Company" field of the registered user application form or any companies authorized by Twill to use the Twill Platform.

2.8. "Twill" is a trade name of Damco.

2.9. "Twill Platform" means <www.twill-logistics.com> and/or <www.twill.net> owned and managed by Twill.

2.10. "User" means either a Registered User and / or an Individual User.

2.11. "User Materials" means any information, data or other content or materials posted or uploaded by a User to the Twill Platform.

3. Authorisation to Use the Twill Platform

3.1. The Registered User agrees to access and use the Twill Platform and Platform Services only using Login Details.

3.2. The Registered User shall ensure that Individual Users shall (and Individual User shall):

- 1) only use Login Details to access and use the Platform Services and the Content on behalf of the Registered User; and
- 2) observe any term, instruction or agreement with Twill in connection with the Twill Platform at <www.twill-logistics.com> and only access and use the Platform Services and the Content in accordance with the restrictions and conditions set out in the Platform User Terms and with any procedures from time to time in force on the Twill Platform.

3.3. Twill is not liable for any delay or loss caused by the misuse or misapplication of Login Details.

3.4. If any of the Individual Users ceases to be authorised to use any of the Platform Services or Content on behalf of the Registered User, the Registered User must:

- 1) notify Twill immediately;
- 2) ensure the relevant Individual User ceases to use the relevant Login Details issued to him and ceases to use any part of the Platform Services or Content; and

3.5. A Registered User and Individual Users may be unable to access or use any Platform Services unless the Registered User and/or Individual Users installs, implements and maintains appropriate communication facilities (including software and hardware meeting the minimum requirements from time to time notified by the website(s) <www.twill-logistics.com>, <www.twill.net> or otherwise). However, Twill does not warrant that the local set-up of the Registered User and/or Individual User in accordance with such minimum requirements will ensure access to, full functionality of or effective operation of the Twill Platform. The Registered User shall ensure that any party using such Platform Services on its behalf obtains any consents and/or licences required by law for such use.

- 3.6. Misuse in any form, whether intentionally or not, of the Twill Platform, Platform Services and/or Content or otherwise in connection with the Twill

Platform, Platform Services or Content by a User shall constitute a material breach of the Platform User Terms.

4. Communications

4.1. When an Individual User accesses the Twill Platform, Twill will implement an automated check that valid Login Details have been applied. Twill or its agents may treat any apparently valid communication, instruction or notification in the form received by Twill apparently from an Individual User ("Communication") as properly authorised by and legally binding upon the Registered User, even if in fact no such authority was given or if any Communication it receives was fraudulent or conflicts or appears to conflict with other instructions of the Registered User. Twill and its agents shall be under no further obligation to check the authenticity of the Communication or the authority of the Individual User transmitting it.

4.2. Where Twill or its agents have reason to believe that a Communication which any of them receives has not been properly authorised or that any breach of security or of the Platform User Terms has occurred, Twill and its agents reserve the right at their sole discretion not to act or to delay acting upon the Communication.

4.3. The Registered User is responsible for the accuracy and completeness of Communications received by Twill or its agents and for ensuring that they achieve the Registered User's intended purpose and that they are transmitted correctly to Twill or its agents. Twill and its agents are not liable for any delay or loss where the contents of a Communication they receive are inaccurate, incomplete or where a Communication is not received by them.

4.4. If the Registered User for whatever reason requests the cancellation or modification of a Communication which Twill or its agents have received, Twill will make reasonable endeavours to comply with the request. However, Twill and its agents are not liable for any failure to cancel or modify such a Communication if such a request is received at a time or under circumstances that render it unreasonable to comply with the request.

5. Agency

5.1. If any Communication received by Twill or its agents requires them to deal for the benefit of the Registered User (or on its behalf) with a third party, the Registered User appoints them to do so as its agent. The Registered User shall indemnify and hold harmless Twill, its affiliates, associates and agents against any claims, losses, actions,

proceedings, damage or other liabilities whatsoever (including damages or compensation paid by them to compromise or settle a claim), and all legal costs or other expenses, suffered by them as a result of, arising out of or otherwise relating to its activities as the Registered User's agent unless caused by Twill's negligence.

5.2. Where Twill or its agents pass Communications, information or content they receive to a third party or otherwise deal with a third party for the benefit of the Registered User (or on its behalf), Twill and its agents are not responsible for:

- 1) any delay or failure by the third party in processing the Communication, information or content; or
- 2) the use of or reliance on any Communication, information or content by the third party.

6. Payment

6.1. All fees and or charges must be paid by the Registered User within thirty (30) days after issuance of an invoice by Twill.

6.2. All sums specified on this Twill Platform or otherwise are exclusive of any sales taxes and/or any other taxes relating to the supply of the products or services which shall be paid by the Registered User at the applicable rate.

7. Login Details and Security

7.1. The Individual User and the Registered User agree to comply with any reasonable instructions Twill may from time to time issue to them regarding the Twill Platform's security. The Registered User agrees that it shall implement, maintain and keep current appropriate security arrangements concerning its and Individual Users' access to and use of the Twill Platform, Platform Services, Content and information stored on the Registered User's and Individual Users' computer systems. The Individual User, the Registered User and Twill shall each take all reasonable precautions to ensure that their communications through the Twill Platform and their own systems are not affected by computer viruses or other destructive or disruptive components, and to ensure no such components are transmitted to or via Twill or the Twill Platform.

7.2. Twill shall apply commercially reasonable security measures in relation to the Twill Platform. The Registered User confirms that the level of security provided by the proper use of the Login Details is adequate to protect its interests.

7.3. The Individual User and the Registered User must not reverse engineer, decompile or otherwise interfere with or publish or make available to any third party the Login Details or any other software, data, tools or facilities made available to them in connection with the Twill Platform or the Platform Services.

7.4. The Individual User and the Registered User must notify Twill as soon as reasonably possible upon becoming aware of any actual or attempted unauthorised access to the Twill Platform or any unauthorised transaction or attempt to execute an unauthorised transaction in connection with the Platform Services or any other circumstance that might be reasonably likely to result in any prejudice to the security of the Twill Platform or Login Details.

7.5. The Individual User shall not, and the Registered User shall ensure that it, its employees and representatives do not do anything which may result in the security of the Twill Platform, Platform Services, Content, Login Details or the systems or security of Twill or its affiliates, associates, agents or any other parties, being compromised.

8. Intellectual Property Rights

8.1. Ownership of all copyrights, database rights, patents, trade or service marks, product names or design rights (whether (partly) registered or unregistered), trade secrets and confidential information and any similar rights existing in any territory now or in future ("Intellectual Property Rights") and similar rights and interests in all domain names, trademarks, logos, appearing on Twill Platform and all Content, or otherwise relating to the structure of the Twill Platform and the Services offered by Twill via the Twill Platform, vests in Twill or its licensors.

8.2. The Individual User and the Registered User may use the Twill Platform, the Content and Platform Services only for the purposes reasonably anticipated on the Twill Platform or as otherwise might reasonably be expected in the course of their relationship with Twill and in accordance with any procedures from time to time in force on the Twill Platform. The Individual User and the Registered User may not:

- 1) use or permit any other party to use all or any part of the Twill Platform, Content or Platform Services in connection with activities that breach any relevant laws, infringe any third party's rights, or breach any applicable standards, content requirements or codes;
- 2) post to, upload to, temporarily store on (if such facility is provided) or transmit through, the Twill Platform any information, materials or content that might be or might encourage conduct that might be unlawful, threatening, abusive, defamatory, obscene, vulgar, discriminatory, pornographic, profane or indecent;

3) use the Twill Platform for the purpose of or as a means to send "flame" or "spam" emails.

8.3. The Individual User and the Registered User shall procure the waiver of any moral rights in any information, data or other content or materials posted or uploaded at any time by the Individual User to the Twill Platform ("User Materials"). The Individual User and the Registered User hereby irrevocably authorise Twill and its licensees to use any User Materials for all reasonable business purposes, including without limitation copying, amending, incorporating in other materials, publishing or otherwise providing to third parties (and permitting such third parties to use and sublicense the User Materials) anywhere in the world any such User Materials. The Individual User and the Registered User agree to take any steps (including completing any further document) that may be required in any jurisdiction to give effect to this clause.

8.4. Twill does not warrant or represent that the Registered User's, Individual Users' or any other party's use of the Twill Platform, Content or the Platform Services will not infringe rights of third parties.

9. Warranties

9.1. Twill will use reasonable endeavours to make the Platform Services available to the Registered User via the Twill Platform and to ensure that the Platform Services operate in substantial conformity with their description and any description appearing on the Twill Platform.

9.2. Twill will use reasonable endeavours to ensure that the Content accurately reflects either:

- (1) the relevant part of Twill's records held on Twill's computer systems; or
- (2) information received from a party other than Twill.

9.3. Twill does not warrant that the Content is accurate, sufficient, error free, complete or up to date at the time it is accessed. The User should make further enquiries to satisfy himself of the accuracy and completeness of any Content before relying on it.

9.4. Certain Content may be labelled as indicative only, in which case Twill makes no warranties at all in relation to its quality, accuracy, completeness or timeliness.

9.5. Quotations issued by Twill for freight charges, fees or any other charges on the Twill Platform, are for informational purposes only and are subject to change without notice, for instance for ad hoc charges and exchange rate fluctuations.

9.6. No quotation shall be binding for Twill unless Twill explicitly agrees in writing to undertake the handling or transportation of the shipment at a specific rate or amount set forth in the quotation and payment arrangements are agreed to between Twill and the Registered User.

9.7. The Registered User are responsible for the accuracy and completeness of any User Materials. The Registered User shall ensure that the User Materials do not infringe any Intellectual Property Rights or other right of any third party and are not defamatory, unlawful, immoral or otherwise likely to breach or infringe any right or requirement or to give rise to any claim for loss or damage by any third party. The Registered User shall indemnify and hold harmless Twill and its affiliates, associates and agents against any claims, losses, actions, proceedings, damage or other liabilities whatsoever (including damages or compensation paid by Twill to compromise or settle a claim) and all legal costs or other expenses, suffered by Twill or its affiliates and associates as a result of any actual or potential breach of this clause 9.7.

10. Errors

10.1. Twill makes no warranty that access to the Twill Platform will be uninterrupted, timely or error-free. Access to the Twill Platform may be suspended or withdrawn to or from Individual Users or Registered Users temporarily or permanently at any time and without notice. Twill may also impose restrictions on the length and manner of usage of any part of the Twill Platform for any reason.

10.2. Twill does not warrant that the Twill Platform will be compatible with all hardware and software which Individual Users may use. Twill shall not be liable for damage to, or viruses or other code that may affect, any equipment (including but not limited to your mobile device), software, data or other property as a result of users download, installation, access to or use of the Twill Platform or Users obtaining any material from, or as a result of using, the Twill Platform. Twill will further not be liable for the actions of third parties.

10.3. Twill may change or update the Twill Platform and anything described in it without notice to the Users.

10.4. Except as set out in the Platform User Terms, Twill shall have no liability whatsoever for breach of any implied warranty, term or condition that might otherwise apply including (without limitation) in relation to the operation, quality or fitness for purpose of the Twill Platform or any Content, User Materials or Service, or the use of reasonable skill and care.

10.5. The Twill Platform is independent of any platform on which it is located. The Twill Platform is not associated, affiliated, sponsored, endorsed or in any way linked to

any platform operator, including, without limitation, Twill Platform, Apple, Google, Android or RIM Blackberry (each being an "Operator").

10.6. Your access to or browse on the Twill Platform is also bound by the terms and conditions of the Operator.

11. Hyperlink Twill Platforms

11.1. The Twill Platform may contain certain links or references to websites operated by third parties. Twill makes no warranties or representations whatsoever regarding any third party website which the Registered User or the Individual User may access through this Twill Platform or which the Registered User or the Individual User may use or access to enable access to or use of this Twill Platform and any of its Content or Platform Services. Any such website is wholly separate and independent from this Twill Platform and Twill does not have any control over the content or operation of such website. Twill does not endorse any third party website and does not accept any responsibility for the existence, operation, content or use of such website.

11.2. The Registered User or the Individual User may not place hyperlinks to any area of this Twill Platform.

12. Liability

12.1. The total liability of Twill, its affiliates, associates and agents, including but not limited to Twill, towards the Registered User, the Individual User and any person acting on their behalf, howsoever arising out of or in connection with the Platform User Terms and/or the Twill Platform, Platform Services or Content (including in relation to negligence) shall, in aggregate, in respect of any claim, or series of connected claims arising out of the same cause in any calendar year, not exceed USD 500 (United States Dollars five hundred).

12.2. The Registered User shall ensure that no claims for more than the aggregate limit of liability set out in clause 12.1 are brought against Twill, its affiliates, associates or agents.

12.3. The Registered User is advised to obtain, if it considers appropriate, insurance cover at its cost, in particular for any loss exceeding the limit set out in clause 12.1 above.

12.4. The Registered User shall indemnify and hold harmless Twill, its affiliates, associates and agents against any claims, losses, actions, proceedings, damage or other

liabilities whatsoever (including damages or compensation paid by them to compromise or settle a claim), and all legal costs or other expenses, suffered by Twill, its affiliates, associates and agents arising out of any actual or potential breach by the Registered User or any of the Individual Users of any duties or obligations (including negligence) owed by the Registered User or any of the Individual Users to Twill or its affiliates, associates or agents relating to the Platform User Terms, the Twill Platform, the Platform Services, User Materials or Content.

12.5. Nothing in these Platform User Terms shall exclude or limit liability for death or personal injury resulting from negligence or for fraud on the part of Twill.

12.6. Except as set out in these Platform User Terms, Twill, its affiliates, associates and agents shall have no liability whatsoever in respect of Login Details, Platform Services, Content, User Materials or the Twill Platform howsoever arising (including, without limitation, under any implied warranty, condition or term).

13. Termination and Suspension

13.1. Twill may (in its discretion) amend the Platform User Terms at any time. Additionally Twill may (in its discretion) terminate all or part of any Individual User's and/or Registered User's access to or use of the Twill Platform, Platform Services, Content, Login Details:

13.1.1. Immediately on giving written notice if:

- a) the Individual User or Registered User fails within 7 days of written notice from Twill to make any payment;
- b) the Individual User or Registered User is in material or persistent breach of any provision of any part of the Platform User Terms and, in the case of breaches that may be remedied, fails to remedy that breach within 7 days of request; or
- c) in relation to the Registered User, an order is made or a resolution is passed for its winding up or if an order is made for the appointment of an administrator to manage its affairs, business and property or if a receiver is appointed of any of its assets or undertakings or if circumstances arise which entitle a court or a creditor to appoint a receiver or manager or provisional liquidator or which entitle a court to make a winding- up order

in relation to it or if it enters into any other formal or informal insolvency process in any relevant jurisdiction; or

13.1.2. On giving 14 days' written notice.

13.2. The Registered User may terminate its agreement to these Platform User Terms, the Platform Services and its use of Twill Platform:

13.2.1. immediately on giving notice if:

- a) Twill is in material or persistent breach of any provision of the Platform User Terms and, in the case of breaches that may be remedied, fails to remedy that breach within 7 days of request; or

13.2.2. on giving 14 days' written notice.

13.3. Termination of all or part of the agreement between Twill and the Registered User shall automatically terminate the relevant part of the agreement between Twill and the Individual Users.

13.4. From time to time Twill may suspend some or all access to or use of the Twill Platform, Content, Platform Services, User Materials or Login Details for scheduled or unscheduled routine, non-routine or emergency maintenance or for any other reason where Twill reasonably considers it necessary to do so. In the event of such a suspension, Twill will, where reasonably practicable, use reasonable efforts to give notice of the suspension via the Twill Platform beforehand.

13.5. Termination of these Platform User Terms will not affect the rights and remedies of the parties accrued prior to termination, nor affect any provision intended to continue after termination.

14. Miscellaneous

14.1. If a conflict arises between:

- (a) these Platform User Terms and the Twill Privacy Policy, the Twill Privacy Policy shall prevail to the extent of that conflict; and
- (b) these Platform User Terms and any Special Terms, those Special Terms shall prevail to the extent of that conflict.

14.2. Use of Login Details, the Twill Platform, the Platform Services or the Content may be subject to certain legal or regulatory requirements in particular jurisdictions. The Individual User and the Registered User may only access or use the Login Details, Twill Platform, Platform Services or Content to the extent such access or use is

permitted in the jurisdiction in which they access or use the Login Details, Twill Platform, Platform Services or Content.

14.3. Twill may make modifications to the Platform User Terms at any time (including the addition of new products, Content or Platform Services or changes in fees, rates or charges for their use) without prior notice. Subject to the right to terminate under clauses 13.2 and 13.3, the change shall take effect on the date of expiry of the notice. Exceptionally, Twill may give a shorter notice period (other than in the case of any variation to fees, rates or charges) as it deems reasonably necessary for the effective operation of the Twill Platform or Platform Services (in which case the Registered User or Individual User shall be entitled to terminate its use of the Platform Services, the Twill Platform and/or its Login Details with immediate effect by giving written notice at any time during such notice period).

14.4. Twill may give notice in writing to the address (or the email address) specified by the Individual User in the registered user application form (or a subsequent address notified to Twill from time to time) or via the Twill Platform. Service of any notice on the Individual User shall (if applicable) also be deemed to be service on the Registered User. Proof of posting or transmission of any notice shall be deemed to be proof of receipt of the notice at the time when the notice would in the ordinary course be delivered or received. Any notice sent via the Twill Platform shall be deemed to have been received when the notice is first available through the Twill Platform for access by the Individual User.

14.5. Twill and its affiliates, associates and agents will not be liable for any loss (including without limitation loss of profit), damage, delay or failure in performing any of its duties relating to the Platform User Terms caused in whole or in part by the action of any government or governmental agency, natural occurrence, law or regulation (or any change in the interpretation thereof), injunction, currency restriction, sanction, exchange control, industrial action (whether involving its staff or not), war, terrorist action, equipment failure, interruption to power supplies or anything else beyond its reasonable control.

14.6. The Platform User Terms supersedes all previous agreements, communications, representations and discussions between the parties relating to the Twill Platform. Save as expressly stated, no party will have a right of action against Twill or its affiliates, associates or agents arising from any previous agreement, communication, representation and discussion in respect of the Twill Platform (except in the case of fraudulent misrepresentation) and it is acknowledged by the Registered User and the Individual User that they have not relied on any terms, warranties, representations or conditions other than those expressly stated in the Platform User Terms. No modification or waiver shall be binding on Twill unless it is in writing and agreed by an authorised representative of Twill.

14.7. References in the Platform User Terms to “in writing” or “written” include communication by email or other electronic form. References in the Platform User Terms to the singular include the plural and vice versa.

14.8. Each of the provisions of the Platform User Terms is severable from the others and if one or more of them becomes void, illegal or unenforceable, the remainder will not be affected in any way.

14.9. The rights of Twill, its affiliates, associates and agents under the Platform User Terms may be exercised as often as necessary and are cumulative and not exclusive of their rights under any applicable law. Any delay in the exercise or non-exercise of any such right is not a waiver of that right.

14.10. The Registered User and the Individual User may not assign, part with or otherwise transfer any right or benefit under any provision of the Platform User Terms without Twill’s prior written consent.

14.11. Twill may assist or co-operate with authorities in any jurisdiction in relation to any direction or request to disclose personal or other information regarding any Registered User or Individual User or the use of the Twill Platform, Content or Platform Services.

14.12. Twill’s affiliates, associates and agents (“Relevant Third Parties”) shall have the benefit of all provisions of the Platform User Terms which are expressed to be for their benefit, as well as the law and jurisdiction clause. In entering into the Platform User Terms, Twill does so (to the extent of such provisions) not only on its own behalf but also as agent and trustee for such persons.

14.13. To the extent that clause 14.12 is not effective to give such benefit to any Relevant Third Party, it may enforce such provisions in its own name pursuant to the Contracts (Rights of Third Parties) Act 1999. The Platform User Terms may be varied or rescinded, by agreement or in accordance with its terms, without the consent of any Relevant Third Party.

14.14. Twill may process, for the purpose of providing the Twill Platform and Platform Services, any personal information it receives from the Registered User and/or the Individual User in connection with the Platform User Terms. Such processing may take place in countries outside the European Economic Area. The Registered User and the Individual User warrant that processing of such information by Twill in accordance with the Platform User Terms will not put Twill in breach of any applicable law, including without limitation the Data Protection Act 1998, or of the Platform User Terms.

15. Law and Jurisdiction

15.1. The parties agree that the Platform User Terms shall be governed by and construed in accordance with English law and shall be subject to the exclusive jurisdiction of the High Court of Justice in London.