Customer Terms of Service

Effective: 11th March 2019

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

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

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

Your Agreement On Behalf of "Customer"

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

Customer Choices & Instructions

Who is "Customer"?

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

Signing Up Using a Corporate Email Domain

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

What This Means for Customer—and for Us

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

Ordering Subscriptions

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

Purchasing Domains

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

Choosing to be a Beta Tester

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

Feedback is Welcome

The more suggestions our customers make, the better the Services become. If Customer sends us any feedback or suggestions regarding the Services, there is a chance we will use it, so Customer grants us (for itself and all of its Authorised Users and other Customer personnel) an unlimited, irrevocable, perpetual, sublicensable, transferable, royalty-free license to use any such feedback or suggestions for any purpose without any obligation or compensation to Customer, any Authorised User or other Customer personnel. If we choose not to implemen the suggestion, please don't take it personally. We appreciate it nonetheless.

Non-MachShip Products

Our Services include a platform that allows integration between the Services and transport, shipping, and other companies (each, a "**Non-MachShip Product**"). We also maintain a directory where Non-MachShip Products are available for installation. THESE ARE NOT OUR SERVICES, SO WE DO NOT WARRANT OR SUPPORT NON-MACHSHIP PRODUCTS, AND, ULTIMATELY, CUSTOMER (AND NOT US) WILL DECIDE WHETHER OR NOT TO ENABLE THEM. ANY USE OF A NON-MACHSHIP PRODUCT IS SOLELY BETWEEN CUSTOMER AND THE APPLICABLE THIRD PARTY PROVIDER.

If a Non-MachShip Product is enabled for Customer's tenant, please be mindful of any Customer Data that will be shared with the third party provider and the purposes for which the provider requires access. We will not be responsible for any use, disclosure, modification or deletion of Customer Data that is transmitted to, or accessed by, a Non-MachShip Product. Check out our **Help Centre** pages for more information.

Privacy Policy

Please review our **Privacy Policy** for more information on how we collect and use data relating to the use and performance of our websites and products.

Customer & Authorised Users

Use of the Services

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

Our Removal Rights

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

Payment Obligations

Payment Terms

For Customers that purchase our Services, fees are specified at the Services interface "check-out" and in the Order Form(s) — and must be paid in advance. Payment obligations are non-cancellable and, except as expressly stated in the Contract, fees paid are non-refundable. For clarity, in the event Customer downgrades any subscriptions from a paid plan to a free plan, Customer will remain responsible for any unpaid fees under the paid plan, and Services under the paid plan will be deemed fully performed and delivered upon expiration of the initial paid plan subscription term. Check out our **Help Centre** pages for more information about payment options. If we agree to invoice Customer by email, full payment must be received within fourteen (14) days from the invoice date. Fees are stated exclusive of any taxes, levies, duties, or similar governmental assessments of any nature, including, for example, value-added, sales, use, goods and services or withholding taxes, assessable by any jurisdiction (collectively, "**Taxes**"). Customer will be responsible for paying all Taxes associated with its purchases, except for those taxes based on our net income. Should any payment for the Services be subject to withholding tax by any government, Customer will reimburse us for such withholding tax.

Credits

Any credits that may accrue to Customer's account (for example, from a promotion), will expire following expiration or termination of the applicable Contract, will have no currency or exchange value, and will not be transferable or refundable. Credits accrued to a tenant on a free subscription plan will expire if the tenant's plan is not upgraded to a paid plan within ninety (90) days of accrual, unless otherwise specified. For more information on credits, please see the **Help Centre**.

Downgrade for Non-Payment

If any fees owed to us by Customer (excluding amounts disputed reasonably and in good faith) are thirty (30) days or more overdue, we may, without limiting our other rights and remedies, downgrade any fee-based Services to free plans until those amounts are paid in full, so long as we have given Customer ten (10) or more days' prior notice that its account is overdue. Notwithstanding the second paragraph of the "Providing the Services" section below, Customer acknowledges and agrees that a downgrade will result in a decrease in certain features and functionality and potential loss of access to Customer Data, as illustrated by comparing the plans in the **Pricing Guide**.

Our Responsibilities

Providing the Services

We will (a) make the Services available to Customer and its Authorised Users as described in the Contract; and (b) not use or process Customer Data for any purpose without Customer's prior written instructions; provided, however, that "prior written instructions" will be deemed to include use of the Services by Authorised Users and any processing related to such use or otherwise necessary for the performance of the Contract.

Be assured that (a) the Services will perform materially in accordance with our then-current **Help Centre** pages; and (b) subject to the "Non-MachShip Products" and "Downgrade for Non-Payment" sections, we will not materially decrease the functionality of a Service during a subscription term. For any breach of a warranty in this section, Customer's exclusive remedies are those described in the sections titled "Termination for Cause" and "Effect of Termination".

Keeping the Services Available

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

Protecting Customer Data

The protection of Customer Data is a top priority for us so we will maintain administrative, physical, and technical safeguards at a level not materially less protective than as described in our **Security Practices** page. Those safeguards will include measures for preventing unauthorised access, use, modification, deletion and disclosure of Customer Data by our personnel. Before sharing Customer Data with any of our third party service providers, we will ensure that the third party maintains, at a minimum, reasonable data practices for maintaining the confidentiality and security of Customer Data and preventing unauthorised access. Customer (not us) bears sole responsibility for adequate security, protection and backup of Customer Data when in Customer's or its representatives' or agents' possession or control. We are not responsible for what Customer's Authorised Users or Non-MachShip Products do with Customer Data. That is Customer's responsibility.

The MachShip Extended Family

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

Ownership and Proprietary Rights

What's Yours is Yours…

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

And What's Ours is Ours

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

Term and Termination

Contract Term

As further described below, a free subscription continues until terminated, while a paid subscription has a term that may expire or be terminated. The Contract remains effective until all subscriptions ordered under the Contract have expired or been terminated or the Contract itself terminates. Termination of the Contract will terminate all subscriptions and all Order Forms.

Auto-Renewal

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

Termination for Cause

We or Customer may terminate the Contract on notice to the other party if the other party materially breaches the Contract and such breach is not cured within thirty (30) days after the non-breaching party provides notice of the breach. Customer is responsible for its Authorised Users, including for any breaches of this Contract caused by its Authorised Users. We may terminate the Contract immediately on notice to Customer if we reasonably believe that the Services are being used by Customer or its Authorised Users in violation of applicable law.

Termination Without Cause

Customer may terminate its free subscriptions immediately without cause. We may also terminate Customer's free subscriptions without cause, but we will provide Customer with thirty (30) days prior written notice.

Effect of Termination

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

Data Portability and Deletion

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

Warranties and Liability

Customer warrant to us that: (a) all information supplied by Customer is true and correct; (b) Customer has made all necessary enquiries and is satisfied regarding the suitability of MachShip for Customer's purposes; (c) Customer and Customer's Authorised Users will not use MachShip in breach of any law or any person's rights (including intellectual property rights); (d) in the case of an individual, you are over 18 years of age; (e) in the case of an individual entering into these Terms on behalf of a partnership, an association, an

organisation or an agency or department, you are authorised to enter into these Terms in that capacity; and (f) Customer and Customer's Authorised Users will use MachShip only for the purposes stated in these Terms, and in the product description for MachShip. Customer must indemnify and save harmless MachShip and the members of the MachShip Extended Family and our related bodies corporate and our suppliers and their respective officers, employees, contractors and agents (the "Indemnified Parties") from any claim, loss, injury, damage, fine, penalty, liability, costs or expenses whatsoever suffered or incurred by an Indemnified Party arising from or in connection with: (a) any information provided by or on behalf of Customer or Customer's Authorised Users; (b) the use of MachShip by Customer, or Customer's Authorised Users; (c) any alleged breach of a person's rights (including, but not limited to, defamation, intellectual property and privacy rights) in respect of the use of MachShip by Customer or Customer's Authorised Users; and (d) any breach of these Terms by Customer or Customer's Authorised Users.

All Implied Terms are expressly included in these Terms. All other terms which might otherwise be implied into these Terms, are excluded. We do not warrant that MachShip or any service will be uninterrupted or error-free, or that any content are accurate, complete, reliable, current, or error-free.

Subject to the Australian Consumer Law, Customer agrees that our maximum aggregate liability in relation to any claim, loss or damage, whether arising under or in relation to these Terms, any tortious act or omission (including negligence) or under common law or statute, is excluded and (if it cannot be excluded) is otherwise limited to the amount that Customer has actually paid us in the two months prior to the event giving rise to the claim. Subject to sub-sections 259(4) and 267(4) of the Australian Consumer Law in relation to an Implied Term, in no event will we be liable to Customer or to any other person for any indirect, special, incidental, consequential, punitive or other like loss or damage whatsoever, loss of profit or loss of data, whether or not such person was advised of the possibility of such loss or damage, in relation to these Terms.

Nothing in MachShip constitutes advice of any type. Information contained on MachShip is provided on an "as is" basis. We are not required to provide such advice or information under these Terms and Customer shall make Customer's own enquiries as to the appropriateness and correctness of such. Subject to these Terms, we shall not be responsible for loss or damage occasioned by Customer in reliance thereof. We disclaim, to the maximum extent permitted by law, all responsibility and liability arising directly or indirectly from any use of content contained or referred to in MachShip, including any errors, omissions or harmful components.

We do not warrant that MachShip will be compatible with any hardware and software which Customer or Customer's Authorised Users may use.

Customer acknowledges and agrees: (a) MachShip is intended to facilitate the creation, management and booking of consignments. However: (i) we and our related bodies corporate are independent of freight providers and do not provide freight services; and (ii) neither us nor our related bodies corporate are involved in the consignment of

goods; (b) Customer, Customer's Authorised Users and the freight provider(s) chosen by Customer or Customer's Authorised Users are solely responsible for: (i) the consignment (including choosing, classifying, verifying, labelling, documenting, packing, loading, storing, transporting, unloading, receipt and transfer) of all goods, including Dangerous Goods; (ii) ensuring that they comply with all Dangerous Goods Laws;(c) Customer and Customer's Authorised Users must not use any Product in relation to the transportation of any good or substance described as "goods too dangerous to be transported" (or similar description) under Dangerous Goods Laws; (d) Customer and Customer's Authorised Users must fully indemnify and defend us and our related bodies corporate and their respective officers, employees, contractors and agents (collectively the "Indemnified Parties") from any claim, loss, injury, damage, fine, penalty, liability, costs or expenses whatsoever suffered or incurred by the Indemnified Parties arising from or in connection with: (i) a failure to strictly comply with this clause; (ii) all acts and omissions of Customer, Customer's Authorised Users and Customer's freight providers in relation to the consignment (including choosing, classifying, verifying, labelling, documenting, packing, loading, storing, transporting, unloading, receipt and transfer) of all goods, including Dangerous Goods; or (iii) Dangerous Goods Laws.

Confidentiality

Confidential Information

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

Protection and Use of Confidential Information

The Receiving Party will (a) take at least reasonable measures to prevent the unauthorised disclosure or use of Confidential Information, and limit access to those employees, affiliates and contractors who need to know such information in connection with the Contract; and (b) not use or disclose any Confidential Information of the Disclosing Party for any purpose outside the scope of this Contract. Nothing above will prevent either party from sharing Confidential Information with financial and legal advisors; provided, however, that the advisors are bound to confidentiality obligations at least as restrictive as those in the Contract.

Compelled Access or Disclosure

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

Survival

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

General Provisions

Publicity

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

Force Majeure

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

Relationship of the Parties; No Third Party Beneficiaries

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

Email and MachShip Messages

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

Relationship of the Parties; No Third Party Beneficiaries

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

Modifications

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

Waiver

No failure or delay by either party in exercising any right under the Contract will constitute a waiver of that right. No waiver under the Contract will be effective unless made in writing and signed by an authorised representative of the party being deemed to have granted the waiver.

Severability

The Contract will be enforced to the fullest extent permitted under applicable law. If any provision of the Contract is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of the Contract will remain in effect.

Assignment

Except with respect to the MachShip Extended Family, neither party may assign or delegate any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign the Contract in its entirety (including all Order Forms), without consent of the other party, to a corporate affiliate or in connection with a merger, acquisition, corporate reorganisation, or sale of all or substantially all of its assets. Customer will keep its billing and contact information current at all times by notifying MachShip of any changes. Any purported assignment in violation of this section is void. A party's sole remedy for any purported assignment by the other party in breach of this section will be, at the non-assigning party's election, termination of the Contract upon written notice to the assigning party. In the event of such a termination by Customer, we will refund Customer any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Subject to the foregoing, the Contract will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

Which MachShip Entity is Customer Contracting With?

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

MachShip Contracting Identity	Governing Law	Venue
Techrep Services Pty Ltd	Australia	Victoria

Customer's use of the Services is subject to the laws of Victoria, Australia and each party submits to the jurisdiction of the courts of Victoria, Australia.

Entire Agreement

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

Contacting MachShip

Please also feel free to contact us if you have any questions about MachShip's Acceptable Use Policy. You may contact us at **support@machship.com** or at our mailing address below:

MachShip

c/- Techrep Services PTY LTD
Level 1, 554 Church Street
Cremorne, VIC 3121
Australia