

HLS LICENSE AGREEMENT AND TERMS OF USE

ARTICLE 1 THE SERVICE

Section 1.1. The Service.

The "**Service**" consists of various services and information provided by Honour Lane Shipping Limited and its affiliates ("HLS") including, without limitation, the services and information provided on and/or in connection with: the HLS Web Sites operating under the domain names www.cargolane.net, and such other domain names which HLS may register and/or make available to you from time to time ;

You agree that there are no standards of performance for the Service except those that are expressly set forth in this Agreement.

Section 1.2. Your Eligibility.

As a condition for your use of the Service, you undertake, represent and warrant that:

(a) you have the legal and other requisite authority to enter into this Agreement with valid and binding effect on you and/or any entity you represent and on behalf of which you are entering into this Agreement; and

(b) you will only use the Service in compliance with this Agreement.

Section 1.3. Changes to the Service and Additional Terms.

You acknowledge and agree that nothing in this Agreement constitutes an undertaking by HLS to continue providing the Service, or any aspect of the Service. HLS may, in its sole discretion and without specific notice to you, make additions to, change, modify, discontinue, delete or suspend the Service or any aspect thereof, including access to the Service or any Content item. Use of the Service after any change to it shall be deemed to constitute full acceptance of the Service as changed.

Section 1.4. Variations of this Agreement.

HLS may at any time and in its sole discretion vary this Agreement (including, without limitation, changes to or the imposition of fees for use of the Service or any portion thereof) by publishing the amended terms and conditions on the HLS Web Sites together with a notice that this Agreement has been updated or otherwise amended. You acknowledge and agree that by doing this, HLS has provided you with sufficient notice of the variation, even where HLS does not use additional means of notification. The amended Agreement shall be effective automatically upon being Posted to the HLS Web Sites or on any later date specified in such notice. Your continued use of the Service will be deemed your full acceptance of this Agreement, as amended.

Section 1.5. Your Grant of License to HLS.

You hereby grant to HLS, with respect to all Data which you may from time to time Post on the HLS Network, including without limitation via e-mail, EDI message or SMS message, or documents generated thereby, a royalty-free, perpetual, irrevocable, non-exclusive, worldwide and fully sub-licensable right and license to use, reproduce,

modify, adapt, publish, translate, create derivative works from, distribute, perform and display such Data (in whole or in part) worldwide and to incorporate it in other works in any form, media, or technology now known or later developed.

ARTICLE 2

Section 2.1. Provision of Services, Exclusive Remedy.

HLS uses commercially reasonable efforts to make the Service available. In the event that the Service is not available as a result of a failure by HLS to perform its obligations under this Agreement, HLS will endeavor, giving due regard for the cost, time, and effect on other Users of the Service, to correct any such failure.

Section 2.2. Disclaimer of All Other Warranties.

You expressly understand and agree that the service and the data and content, whether supplied by HLS or by third parties is provided “as is” and neither HLS nor its affiliates give any warranty or representation, express or implied, in respect of the service, and HLS and its affiliated hereby disclaim any and all warranties of any kind, either express, implied or statutory to the fullest extent permissible pursuant to applicable law.

Section 2.3. Notification and Assumption of Risk.

(a) The Service may be interrupted and have errors. You acknowledge and agree that, without limitation.

(b) Data Posted by HLS: Content is for reference only. You acknowledge that although HLS believes the Data Posted by HLS to the Service to be generally reliable, any Data Posted may be inaccurate, incomplete or not useful for your particular purpose, and is for your reference only. By using the Service, you agree that you will not rely on any Content and that you will evaluate and assume all risks associated with the use of any such Content.

(c) Data Posted to the Service by Users: You acknowledge that although HLS encourages communication between Users, HLS is not able to ensure that Data Posted to the Service or any portion thereof by Users is accurate, current, true and/or Posted to the HLS Network in accordance with any and all applicable law. You also acknowledge and agree that HLS cannot prevent people acting under false pretenses, or prevent persons lacking the requisite legal capacity and powers from using the Service. Furthermore, you acknowledge that a reference to or an appearance on the HLS Network is not an indication of the creditworthiness, trustworthiness or acceptability of any User. HLS cannot and does not control whether or not the Users, or have the ability to, complete their transaction with you. By using the Service, you agree that you must bear all risks directly and/or indirectly associated with your use of any Content, information and/or documents generated thereby, and your dealings with other Users, HLS and its Affiliates do not make or give any representation or warranty about the Content and Data Posted to the HLS Network or any portion thereof by Users.

(d) Transmissions to and from the HLS Network: You acknowledge that the technical processing and transmission of the Service may involve (1) changes to

conform and adapt to technical requirements of connecting networks or devices and; (2) transmissions over various networks, and that no data transmission or confidentiality of such data transmission over the networks comprising the Internet or other wireless communications networks can be guaranteed as totally secure and further that Data transmitted by you to or through the HLS Network or over such various networks may be viewed, cached, stored, and/or otherwise used by the operators or owners of such various networks. By using the Service and transmitting Data to or through the HLS Network or any portion thereof, you agree to assume all risks connected with the transmission and technical processing of such Data and/or Content and accordingly, HLS and its Affiliates are not responsible for the security of any such Data and HLS and its Affiliates shall have no liability for interruptions or omissions in Internet, network or hosting services.

Section 2.4. Limitation of Liability.

(a) Except as otherwise set forth in this Article 2, in no event will HLS and its affiliated (collectively, the "Related parties") be liable to you or any other person for any indirect, incidental or consequential claims, losses or damages of any kind fines or penalties arising from any cause whatsoever, whether based on contract or tort, or whether arising under statute by means of strict liability or arising under any other legal theory, even if HLS or the Related parties have been advised of the possibility of such claims, losses or damages.

(b) You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the service or this agreement must be filed within one year after such claim or cause of action arose or be forever barred. You expressly waive any right you may otherwise have under any statute or law.

ARTICLE 3 RELEASES AND INDEMNITY

Section 3.1. Disputes With Users.

HLS is not a party to any transactions between any of the Users of the Service or any portion thereof, including, without limitation, transactions you may have with any Participating Carrier and any transaction entered into by you by using the booking request, shipping instruction, bill of lading document manager, Relationship Manager or any other services, or the invoices and payments function of the Service. Accordingly, if you have a dispute with another User, including, without limitation, any Participating Carrier, you hereby waive and release HLS and all Related Parties that are not acting as a carrier or provider of any transportation service in the relevant dispute (the "**Indemnified Party**") from all claims, losses, damages, liabilities, judgments and fees and expenses related thereto (including without limitation, attorneys' fees), of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed (collectively, "**Losses**"), arising out of or in any way connected with such disputes and you agree to defend, indemnify and hold each Indemnified Party harmless for any such Losses.

Section 3.2. Your Use of the Service.

Subject to Section 3.1 you agree to defend, indemnify and hold each Indemnified Party harmless from all Losses due to or arising out of or in connection with your use of the Service, your connection to the Service, your violation of this Agreement, or your violation of any rights of another or use, transfer or other disposition subsequent to the time when you knew or should have known that a bill of lading and/or invoice obtained on or through the Service was delivered to you in error or contained incomplete, incorrect or other misleading information. This indemnity (together with the one given in Section 3.1) may, without in any way limiting the Indemnified Party, be claimed as a debt or a liquidated demand.

Section 3.3. Assumption of Defense.

The Indemnified Party reserves the right, at its own expense, to assume the defense and control of any matter otherwise subject to indemnification by you, and you shall not in any event settle or otherwise dispose of or compromise any such matter without the prior written consent of the Indemnified Party.

ARTICLE 4 MISCELLANEOUS

Section 4.1. Disclaimer of Agency and Fiduciary Role.

Unless otherwise agreed in writing, HLS and you are independent contractors. This Agreement is not intended to and does not create any agency, partnership, joint venture, employer-employee or franchiser-franchise relationship or any other fiduciary relationship under any jurisdiction either between HLS and each User or among such Users.

Section 4.2. Suspension and Termination.

The original term of this Agreement shall commence on the date you access the Service. You agree that HLS, in its sole discretion, may terminate or suspend your use of the Service or any portion thereof at any time and for any or no reason, even if access and use continues to be allowed to others. Upon such suspension or termination, you must immediately (a) discontinue use of the Service, and (b) destroy any copies you have made of any portion of the Service. Accessing the Service after such termination, suspension or discontinuation shall constitute an act of trespass. Further, you agree that HLS shall not be liable to you or any third party for any termination or suspension of your access to the Service. Upon termination of your rights to access and use any portion of the Service, all licenses granted to you shall immediately cease and be of no further force or effect.

By clicking the "Accept" button, you are stating that you are an adult (18 years or older), that you have noticed that the Terms of Use have been published on 17/6/2016 , that you have read and understand and agree to be bound by the [Terms of Use](#) in effect and as updated by HLS from time to time.

服务条款协议

一、服务

- 1.1 您同意接受 Honour Lane Shipping Limited 及其关联公司（以下简称“HLS”）在其注册网址 www.cargolane.net 上公布和提供的各类信息及服务。
- 1.2 您使用该服务，承诺及保证：1) 您及您所代表的公司有合法的资格签订本服务协议；2) 您将会按照本协议约定使用 HLS 提供的服务。
- 1.3 您知悉并同意本协议不构成 HLS 持续提供相关服务的承诺。HLS 有权自行决定增加、修改、删除、停止或中止任何服务，而无需通知您。您继续使用该项服务将视为您接受更改后的服务。
- 1.4 HLS 可能在任何时候自行决定通过在 HLS 网站上公布修改后的协议（包括但不限于更改或收取提供本服务的使用费）。您知悉并同意，前述行为将视为 HLS 已充分通知您有关修改的相关事宜。自 HLS 在网站上公布之日起，修改后的协议将自动生效，您继续使用 HLS 的服务将视为您接受更改后的服务。
- 1.5 对于您在 HLS 网站上提供的数据，或者通过电子邮箱、短信或电子数据交换提供的数据，您特此授予 HLS 可以免费使用、复制、修改、改编、发布、翻译、创作衍生作品。

二、风险承担

- 2.1 HLS 应尽其所能使您可正常使用该项服务，若由于 HLS 的失误不能履行本协议项下的义务使其服务不可用，HLS 将尽快修复，以不影响您的使用。
- 2.2 您明确理解和同意，HLS 或其相关第三方提供的服务和数据并不构成 HLS 及其附属机构对其所提供服务和数据的任何明示或默示的保证或陈述。
- 2.3 通知和风险承担
 - (1) 您知悉并同意，HLS 提供的服务有可能会因为错误而中止。
 - (2) HLS 发布的数据内容仅供参考。您知悉并确认，尽管 HLS 相信其发布的数据通常是可靠的，但该数据可能不准确、不完整或不适用于您的特定目的，仅供您参考。通过使用这些服务，您同意您不会依赖任何数据内容，您将评估并承担使用此数据的所有风险。
 - (3) 您承认虽然 HLS 鼓励用户之间的交流沟通，但 HLS 无法保证数据是准确、真实、最新的或者适用任何法律，同样，您也承认并同意 HLS 无法阻止任何人虚假的行为，或者无相应法律资格的第三方来使用该服务。此外，HLS 无法查明所有用户的信誉、是否诚信，也无法控制其它用户是否有能力通过使用这项服务与您完成交易。您同意承担与其它用户交易而产生的所有直接/间接风险，HLS 及其附属机构对此不作任何声明或保证。
 - (4) 您承认技术处理和服务传输过程中可能包括：(a) 更改连接技术以符合

和适应设备和网络要求；(b) 在各种网络传输中，通过互联网传输的数据可以保证完全安全，同时，您所传输或通过 HLS 网址传输的数据可能会被缓存或存储。通过使用 HLS 网址使用服务和传输的数据，您同意承担所有的风险，HLS 及其附属机构对此类数据是否安全、会否中断或其他故障不作任何保证。

2.4 责任范围

(1) 除本协议第二条另有规定除外，HLS 及其附属机构将不会对您承担任何直接或间接的损失；

(2) 您同意对任何与本协议相关服务的索赔行为必须在发生之日起一年内提出，否则根据法律规定将视为丧失索赔权。

三、豁免与赔偿

3.1 HLS 不是用户之间交易的任何一方，包括但不限于您与任何用户之间达成的订舱、装船、提单签发、发票及付款等服务项目。因此，如您与其它用户之间有任何争议，您无权向 HLS 进行任何索赔，同时，保证免除 HLS 的任何责任和风险。

3.2 参照上述 3.1 条，您同意免除受补偿方对于您使用服务、违反本协议造成的任何损失，或者您知道或者应当知道通过本服务提供给您的提单或发票具有任何不完整、错误或误导性信息，也同样免除受补偿方的责任。

3.3 受补偿方保留其相关权利，在没有得到受补偿方的预先书面同意的情况下，您不得在任何情况下以其他方式处置或妥协任何事情。

四、其他事项

4.1 除非双方另有书面约定，HLS 与您是独立的法律主体，本协议不视为 HLS 与用户或用户之间建立任何代理、合伙、合资企业、劳资关系或者其他的信托关系。

4.2 本协议自您开始使用 HLS 的服务之日起生效，您同意 HLS 可以在任何时候无理由自行决定终止或暂停您使用本协议规定的部分或全部服务，即使 HLS 允许他人继续访问和使用服务。暂停或终止后，你必须立即停止使用服务，并销毁您拷贝的服务所涉数据的任何部分。若您继续使用该服务，将构成侵权行为。此外，您同意 HLS 对您或者第三方的暂停或终止行为无需承担任何责任。一旦终止了您访问或使用服务的权利，所有给予您的授权将立即失效。

点击“接受”按钮，将视为您是完全民事行为能力人，且您已经知晓于 2016 年 6 月 17 日发布的服务条款，您已阅读并充分了解且同意受服务条款的约束，且接受 HLS 对服务条款的随时更新。