

Maritime On-Line®

User License Agreement

TERMS AND CONDITIONS (“Terms”)

Please read the following Terms carefully before using any database or other service provided by the Maritime Exchange for the Delaware River and Bay, including but not limited to Maritime On-line, NOA, PORTS Development, Sensitive Cargo, Ship Reporting, TRACS and collectively, the “Services”. By using any of the Services, you agree to the following Terms. You should review these Terms regularly as they may change at any time at the sole discretion of the Maritime Exchange for the Delaware River and Bay (the “Exchange”). If you do not agree to any portion of these Terms, you should not use any of the Services. “Content” refers to any materials, documents, data, databases, images, graphics, logos, design, audio, video and any other information provided from or through any of the Services.

1. **PERMITTED USES.** Subject to these Terms, and only during the term of any subscription or for the duration of any other right that you may have to use the Services, and provided you have paid the appropriate subscription or user fees, the Exchange grants you a personal, non-transferable, limited, revocable license to use the Content only as permitted by these Terms, including the right to use and make printouts of the Content. This limited license grants you only the right to use the Content for purposes directly related to your business, including the right to reproduce limited excerpts from the Content, to create documents prepared in the ordinary course of your business that use excerpts from the Content, and the right to print out such limited excerpts from the Content for such purposes.

2. **USE RESTRICTIONS.** Except as expressly authorized by Section 1 above, you may not and may not permit others to: (a) sell, rent, lease, license, sublicense or assign any of the Content, or the use of any of the Content, to others; (b) transfer the Content or any copy thereof to anyone else, unless you receive written permission from the President of the Exchange; (c) provide or permit use of the Content except as permitted by these Terms; (d) distribute (including via e-mail or the Internet), or otherwise make available, copies of or excerpts from the Content to others, whether or not for payment or other consideration, without the written permission of the President of the Exchange; or (e) copy, extract, summarize, distribute or otherwise use the Content in any manner which competes with or substitutes for the Exchange’s distribution of the Content to its customers.

3. **USER ACCOUNT, PASSWORD AND SECURITY.**

(a) **USER ACCOUNT.** Certain of the Services require the use of encryption technologies provided for your protection and/or your use of a UserID and password after your User Account is set up. We use reasonable precautions to protect the privacy of your UserID, password and User Account information by utilizing a Secure Socket Layer (“SSL”) connection. Accordingly, your UserID, password and User Account information are encrypted using an SSL connection and are not expected to be read in an intelligible form while you are using the Services. You, however, are ultimately responsible for protecting your UserID, password and User Account information from disclosure to third parties, and you are not permitted to circumvent the use of required encryption technologies. You agree to (i) immediately notify the Exchange of any unauthorized use of your UserID, password and/or User Account, or any other breach of security, and (ii) ensure that you exit from your User Account at the end of each session. While we provide certain encryption technologies and use other reasonable precautions to protect your

confidential information and provide suitable security, we do not and cannot guarantee or warrant that information transmitted to and/or from the Exchange is secure, or that such transmissions are free from delay, interruption, interception or error.

(b) **ACCURATE INFORMATION.** In providing the Exchange with such information as may be required to create your User Account, you agree to: (i) provide true, accurate, current and complete information about yourself on any required registration form (such information being the “Registration Data”); and (ii) promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or the Exchange has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, the Exchange has the right to suspend or terminate your User Account and refuse any and all current or future use of your User Account.

(c) **PASSWORD POLICY.** You agree to keep your passwords secure; sharing passwords or User Accounts is contrary to this Agreement. All User-level passwords must be changed at least once every three months. In addition, you will be required to observe the following “Password Protection Standards:

- All passwords are to be treated as sensitive, confidential information of the Exchange;
- Passwords must not be inserted into email messages or other forms of electronic communication, stored on-line (including in Palm Pilots or similar devices), written down, or revealed over the telephone to anyone. Passwords are not to be shared with anyone, including co-workers, supervisors or support staff;
- Do not use the same password for the Exchange accounts as for other access (e.g., personal ISP account, local system UserID, etc.);
- If you suspect that your password or User Account has been compromised, report it to the Exchange and immediately change all passwords;
- The Exchange may undertake password cracking or guessing on a periodic or random basis. If your password is guessed or cracked during one of these scans, you will be required to change it.

The above does not apply to the Exchange’s system administrator, to whom you may elect to or be required to provide password information. In selecting a password, keep in mind that a strong password has the following characteristics:

- It contains both upper and lower case characters (e.g., a-z, A-Z);
- It has digits and punctuation characters as well as letters (e.g., 0-9, ! @# \$ % ^ & * () _ + | ~ -
- It is at least eight characters in length;
- It is not a word in any language, slang, dialect, jargon, etc.;
- It not based on personal information, names of family members, etc.

(d) **OTHER SECURITY MATTERS.**

(i) User Accounts. Before any individual will be provided with access to any of the Exchange’s Services, the Exchange must obtain written verification of such individual’s identity and/or right to such access from the principal of the applicable member company or other verified User. If

access is desired for more than one individual from any member company or other authorized User, each individual will have a unique UserID and password. In addition, such principal will be presented with a copy of the Exchange's System Security documentation for signature (as it exists at the time of the request) before any new User Accounts will be created. Appropriate fees will be charged for additional User Accounts.

(ii) Web Page Accounts. For the "Members Only" section of the Exchange's Web page, each member company will have a unique User Account. The UserID and passwords for the Web page may not be the same as for the Maritime On-Line User Account.

(iii) Telephone, Fax or Other Requests for Information. The Exchange operations staff is required to verify the identity of any individual seeking information from the Exchange's Systems, including but not limited to the Maritime On-Line cargo and vessel tracking systems. Each member company is required to provide the Exchange with a list of employees or other individuals authorized to request information on their behalf. The Exchange must be promptly notified of any changes, additions or deletions to such list. Anyone who cannot be verified through this process will not be provided with access to or information from any of the Exchange's Services.

4. **DISCLAIMERS; INDEMNIFICATION.**

(a) **NO WARRANTIES.** YOU EXPRESSLY AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. THE SERVICES AND THE CONTENT ARE PROVIDED "AS IS" AND "AS AVAILABLE" FOR YOUR USE, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, UNLESS SUCH WARRANTIES ARE LEGALLY INCAPABLE OF EXCLUSION. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE EXCHANGE DISCLAIMS ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, OTHER THAN THOSE IDENTIFIED EXPRESSLY IN THESE TERMS, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SERVICES AND THE CONTENT. THE EXCHANGE PROVIDES THE SERVICES ON A COMMERCIALY REASONABLE BASIS AND THE EXCHANGE MAKES NO REPRESENTATIONS OR WARRANTIES THAT THE SERVICES OR THE CONTENT ARE OR WILL REMAIN UNINTERRUPTED OR ERROR-FREE, THAT THE CONTENT IS ACCURATE OR COMPLETE, THAT THE CONTENT IS UP-TO-DATE OR CURRENT, THAT THE CONTENT IS FREE FROM TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS, THAT THE CONTENT IS FREE FROM CHANGES MADE BY A THIRD PARTY, THAT ANY DEFECTS WILL BE CORRECTED OR THAT THE COMPUTERS USED TO PROVIDE THE SERVICES ARE OR WILL REMAIN FREE FROM ANY VIRUSES, WORMS, TIME BOMBS, DROP DEAD DEVICES, TROJAN HORSES OR OTHER HARMFUL COMPONENTS. THE EXCHANGE DOES NOT GUARANTEE THAT YOU WILL BE ABLE TO USE THE SERVICES AT TIMES OR LOCATIONS OF YOUR CHOOSING, OR THAT THE EXCHANGE WILL HAVE ADEQUATE CAPACITY FOR THE SERVICES AS A WHOLE OR IN ANY SPECIFIC GEOGRAPHIC AREA.

(b) **INDEMNIFICATION.** You agree to defend, indemnify and hold harmless the Exchange and its directors, officers, employees and agents from and against any and all claims, demands, suits, proceedings, liabilities, judgments, losses, damages, expenses and costs (including without limitation reasonable attorneys' fees) assessed or incurred by the Exchange, directly or indirectly, with respect to or arising out of: (i) your failure to comply with these Terms; (ii) your breach of your obligations under these Terms; and/or (iii) your use of the rights granted hereunder, including without limitation any claims made by any third parties.

(c) **NOT INVESTMENT ADVICE.** THE EXCHANGE DOES NOT PROVIDE ANY INVESTMENT ADVICE OR INVESTMENT INFORMATION RELATING TO ANY COMPANY IDENTIFIED BY OR THROUGH THE SERVICES. Nevertheless, the Services may, from time to time, provide information on the current or prospective financial condition of certain other companies. The Exchange cautions that there are various important factors that could cause actual results to differ materially from those indicated in the information you may encounter when using the Services. Accordingly, there can be no assurance that such indicated results will be realized. These factors include, among other things, legislative and regulatory initiatives regarding regulation of American companies doing business abroad; political and economic conditions and developments in the United States and in foreign countries in which the companies identified by or through the Services operate; financial market conditions and the results of financing efforts; and changes in commodity prices and interest rates.

5. **PROFESSIONAL RESPONSIBILITY.** You acknowledge that you are using the Services to assist you in your regular course of business. You further acknowledge that it is your responsibility to review the information or other Content that you obtain from or through the Services to determine that such information or other Content is sufficiently accurate and appropriate for your purposes. The Content is not intended to be a substitute for the exercise of your own judgment.

6. **LIMITATION OF LIABILITY.** THE EXCHANGE'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO THE USE OF ANY OF THE SERVICES OR THE CONTENT WILL BE: (a) THE REFUND OF ANY FEES PAID FOR THE SERVICES AND/OR CONTENT FOUND TO BE INADEQUATE; AND (b) THE CANCELLATION OF YOUR USER ACCOUNT WITH THE EXCHANGE. IN NO EVENT WILL THE EXCHANGE BE LIABLE OR RESPONSIBLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING FROM YOUR USE OF ANY OF THE SERVICES OR ANY CONTENT OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO YOUR USE OF ANY OF THE SERVICES OR THE CONTENT. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS THE EXCHANGE'S LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW.

7. **CHANGES IN THE SERVICES.** The Exchange may modify, suspend, discontinue or restrict the use of any of the Services, including the availability of any Content, at any time and without notice or liability.

8. **COPYRIGHT AND TRADEMARKS.** The trademarks, service marks and logos used and displayed in the Services are the Exchange's, or its subsidiaries' or affiliates', registered and unregistered trademarks or service marks. The Exchange is the copyright owner or authorized licensee of all data, text and all graphics available through the Services. All trademarks and service marks of the Exchange, or its subsidiaries or affiliates, that may be referred to in the Services are the property of the Exchange, or one of its subsidiaries or affiliates. Other parties' trademarks and service marks that may be referred to in the Services are the property of their respective owners. Nothing in the Services should be construed as granting, by implication, estoppel or otherwise, any license or right to use any of the Exchange's, or its subsidiaries' or affiliates', trademarks or service marks without the Exchange's prior written permission. The Exchange actively enforces its intellectual property rights. Neither the name of the Exchange, its subsidiaries or affiliates, nor any of the Exchange's other trademarks, service marks or copyrighted materials may be used in any way, including in any advertising, Internet hyperlink, publicity or

promotional materials of any kind, whether relating to the Services or otherwise, without the Exchange's prior written permission.

9. **LOCAL LAWS.** The Exchange makes no representation that the Services or Content are appropriate or available for use in jurisdictions outside the United States. Use of the Services from jurisdictions where such use is illegal is prohibited. If you choose to use the Services from other jurisdictions, you do so on your own initiative and are responsible for compliance with applicable local laws. The Exchange is not responsible for any violation of law. You may not use or export any of the Content in violation of U.S. export laws and regulations. These Terms shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania, United States of America, without reference to conflict of laws principles. You agree to comply with all applicable laws regarding the transmission of technical data exported from the United States and the country in which you reside (if different from the United States).

10. **NON-TRANSFERABILITY OF USER ACCOUNT.** User Accounts and UserIDs are non-transferable, and all Users are obligated to take preventative measures to prohibit unauthorized users from using the Services with his or her UserID and/or password.

11. **TERMINATION OF SERVICE.** The Exchange reserves the right to terminate your account or right to use the Services at any time, without notice, for conduct that we believe violates these Terms and/or is harmful to other Users of the Services, to the Exchange, or to other Users of the Services.

Your Consent To This Agreement

By using any of the Services, you consent to and agree to be bound by the foregoing Terms. If we decide to change these Terms, we will make an effort to post those changes on this Page so that you will always be able to understand the terms and conditions that apply to your use of the Services.

Maritime Exchange for the Delaware River and Bay
240-242 Cherry Street
Philadelphia, PA 19106
Attn: Director of Services

© 2003 Maritime Exchange for the Delaware River and Bay. All Rights Reserved.

Company Name _____

Authorized Name _____
Please print

Title _____

Signature _____

Date _____