

"One-off Authorisation" Terms and Conditions (Version 2.0)

The User and the Supplier (both as defined in the IQAX eBL Service Terms and Conditions) agree that the following "One-off Authorisation" Terms and Conditions (the "**One-off Authorisation T&C**") shall govern any and all One-off Authorisations as may be set up by the User through IQAX eBL (as defined in the IQAX eBL Service Terms and Conditions) from time to time:

1. Interpretation and variation

1.1 Unless stated otherwise, the definitions of the IQAX eBL Service Terms and Conditions are adopted.

1.2 References to the IQAX eBL Service Terms and Conditions shall mean its latest version (inclusive of any effective and applicable revisions and/or addendums thereto) as the User has been notified of from time to time by the Supplier. For the avoidance of doubt, the aforementioned revisions and addendums shall include, to the extent effective and applicable (i) the IQAX eBL Interoperable Addendum to IQAX eBL Service Terms and Conditions, and (ii) the Supplementary Terms and Conditions for non-Shipper Authorisation of eBL.

1.3 Definitions

**"Approving User"** means, in respect of a One-off Authorisation, the User who receives a request from the Initiating User for confirmation of acceptance of the One-off Authorisation.

**"Criteria"** means, in respect of a One-off Authorisation, the criteria in respect of the scope of eBLs to be subject to the One-off Authorisation as specified by the Initiating User upon sending its request in respect of the One-off Authorisation to the Approving User through IQAX eBL.

**"Effective Date"** means, in respect of a One-off Authorisation, the suggested effective date of the One-off Authorisation as specified by the Initiating User upon sending its request in respect of the One-off Authorisation to the Approving User through IQAX eBL, as may be amended pursuant to Clause 2.3 below.

**"Effective Period"** means, in respect of a One-off Authorisation, the period from the later of (i) 00:00:00 hours (Local Time) on the Effective Date and (ii) the Time of Acceptance up to and excluding 00:00:00 hours (Local Time) on the day following the Expiry Date.

**"Expiry Date"** means the expiry date of a One-off Authorisation.

**"Initiating User"** means, in respect of a One-off Authorisation, the User who initiates the setting up of the One-off Authorisation pursuant to Clause 2.1 below.

**"Local Time"** means, in respect of a One-off Authorisation, the time of the time zone specified by the Initiating User upon sending its request in respect of the One-off Authorisation to the Approving User through IQAX eBL.

**"One-off Authorisation"** means, in respect of all eBLs meeting the Criteria to be (i) Issued to any User (which may or may not be you, i.e., the User) or (ii) Transferred to any User (which may or may not be you, i.e., the User) (the relevant User in both (i) and (ii) are collectively called the "**One-off Authorising User**") any time within the Effective Period, the One-off Authorising User's one-off Authorisation granted through the IQAX eBL to another User (which may or may not be you, i.e., the User, save that you cannot be the One-off Authorised User and the One-off Authorising User at the same time) (the "**One-off Authorised User**") pursuant to which the One-off Authorised User becomes the "Authorised Agent" in

respect of all of the said eBLs immediately from the Time of Acceptance. **"One-off Authorised User"** and **"One-off Authorising User"** shall be construed accordingly.

**"One-off Authorisation Parties"** means, in respect of a One-off Authorisation, collectively the One-off Authorising User and the One-off Authorised User; and **"One-off Authorisation Party"** means any of them.

**"Time of Acceptance"** means, in respect of a One-off Authorisation, the time of the Approving User's confirmation of the Initiating User's request.

- 1.4 The Supplier has the right to revise the One-off Authorisation T&C, provided that the Supplier must give prior notice for any revisions and/or amendments to bind any User.

## 2. Setting up and effectiveness of One-off Authorisation

- 2.1 Subject to Clause 2.5 below, both the One-off Authorising User and the One-off Authorised User can initiate the setting up of a One-off Authorisation by sending a One-off Authorisation request to the other with specified Criteria, Effective Date and Expiry Date through IQAX eBL. Once the request is accepted through IQAX eBL, all eBLs meeting the Criteria Issued or Transferred (as the case may be) to the One-off Authorising User any time within the Effective Period will be Issued or Transferred (as the case may be) automatically to the Custody of the One-off Authorised User as these eBLs' Authorised Agent. Specifically, in respect of each eBL covered under the One-off Authorisation, an automatic Authorisation of the eBL to the One-off Authorised User will be effected by the Supplier pursuant to the One-off Authorisation immediately when the eBL is Issued by the relevant Carrier to the One-off Authorising User or Transferred to the One-off Authorising User. For the avoidance of doubt, in the event that the Time of Acceptance takes place after the Effective Period, no eBLs will be covered under the One-off Authorisation.
- 2.2 All terms and conditions as set out under the IQAX eBL Service Terms and Conditions (including those in respect of the "Authorised Agent" and "Authorisation") shall continue to apply to the User irrespective of the setting up of any One-off Authorisation to which the User is a One-off Authorisation Party.
- 2.3 The User acknowledges that all One-off Authorisation requests and acceptances of such requests are irrevocable. That said, in respect of any mutually agreed One-off Authorisation (whether it is effective or not), any One-off Authorisation Party may request to change the Expiry Date or certain Criteria (subject to restrictions displayed through the Site), subject always to the following terms:
  - (a) In respect of the effectiveness of the requested change(s):
    - (i) if the requested change(s) will result in an extended Effective Period (e.g., a later Expiry Date) and/or expanded scope of Authorised eBLs, the requested change(s) will only take effect upon mutual agreement by both One-off Authorisation Parties (i.e., after the other One-off Authorisation Party accepts the requested change(s) through the Site) ;
    - (ii) otherwise, if the requested change(s) will not result in an extended Effective Period or expanded scope of Authorised eBLs, the requested change(s) will take effect immediately upon submission by the One-off Authorisation Party (without the need for acceptance by the other One-off Authorisation Party);
  - (b) all requests for change(s) must be submitted through the Site with sufficient advance time before the then applicable Effective Period expires. The minimum required advance time will be updated from time to time and made available via the Site; and

- (c) change(s) to specified Criteria are always subject to the availability of the relevant service(s) enabled and active at the time of the intended request for change(s).
  
- 2.4 In respect of any eBL automatically Authorised to a One-off Authorised User pursuant to an effective One-off Authorisation, the One-off Authorised User are free to effect transactions available through IQAX eBL on behalf of the relevant One-off Authorising User.
  
- 2.5 The availability and scope of One-off Authorisation through the Site is subject always to:
  - (a) the Authorisation function(s) enabled and supported under the IQAX eBL Service Terms and Conditions; and
  - (b) the relevant service(s) enabled and active at the time of the intended use of "One-off Authorisation" function.
  
- 3. The User's responsibilities, representations and warranties
  - 3.1 It is the responsibility of the User (whether as the One-off Authorising User or the One-off Authorised User) to ensure:
    - (a) that each One-off Authorisation (including the right of the Authorising User to change the Expiry Date as set out at Clause 2.3 above) as the User may set up from time to time through IQAX eBL (irrespective of whether the User is the Initiating User or the Approving User and irrespective of whether the User is the Authorising User or the Authorised User) is in line with the entire terms (if any) governing the contractual relationship as having been or may be entered into offline from time to time between the relevant One-off Authorisation Parties;
    - (b) that, in the event of any inconsistencies between any One-off Authorisation and any terms entered into offline as described at (a) above or in the event of any disputes between the relevant One-off Authorisation Parties, such inconsistencies and/or disputes and any resolution thereof as the relevant One-off Authorisation Parties may separately reach offline do not prejudice the relevant One-off Authorisations that remain effective and unexpired; and
    - (c) that, without prejudice to the effectiveness of amendments of the Expiry Date only pursuant to Clause 2.3 above, the Criteria, Effective Date and Expiry Date of a new One-off Authorisation request shall not conflict with the same of an existing One-off Authorisation (whether it is effective or not) or an existing request for One-off Authorisation. That said, in the event of any conflicts between two effective One-off Authorisations, the User acknowledges that the Supplier will automatically interpret the latter One-off Authorisation in such a way so that it does not prejudice the former One-off Authorisation. Specifically, any and all new eBLs that are already covered under an existing and effective One-off Authorisation will be deemed excluded from any new One-off Authorisation.
  
  - 3.2 Specifically, the Supplier will **not** be required in any case whatsoever:
    - (a) to review any terms separately reached by between the One-off Authorisation Parties offline, or
    - (b) to revise or early terminate a One-off Authorisation as set up by the User, or

- (c) to revise or recall a One-off Authorisation request, or
  - (d) to recall a confirmation of acceptance or a rejection of a One-off Authorisation request, or
  - (e) to make available any One-Off Authorisation that contradicts the enabled Authorisation function(s) under the applicable IQAX eBL Service Terms and Conditions.
- 3.3 The User has acted and shall act in strict compliance with (i) all One-off Authorisations to which it is a One-off Authorisation Party and (ii) Clauses [3.1] and [3.2] above; and the User repeats the foregoing representations and warranties on each and every instance when the User (whether as the One-off Authorising User or the One-off Authorised User, unless otherwise stated):
- (a) sends a One-off Authorisation request,
  - (b) confirms acceptance of a One-off Authorisation request,
  - (c) rejects acceptance of a One-off Authorisation request,
  - (d) effect a change to the Expiry Date according to Clause 2.3 above, or
  - (e) carries out any activities in the capacity of the One-off Authorised User under a One-off Authorisation in respect of any one or more eBL(s).
- 3.4 The User shall keep the Supplier fully indemnified in the event of any breach by the User of any of its responsibilities, representations or warranties.
4. Governing law and jurisdiction
- 4.1 The One-off Authorisation T&C including any non-contractual obligation arising out of or in connection with it shall be governed by and interpreted in accordance with English law.
- 4.2 Any disputes arising out of or in relation to the One-off Authorisation T&C including its existence, validity or termination shall be subject to the exclusive jurisdiction of the English courts.
- \* I as or on behalf of the User (as defined in the IQAX eBL Service Terms and Conditions) confirm that I have read and fully understood the "One-off Authorisation" Terms and Conditions.
- \* I as or on behalf of the User confirm the User's acceptance of the "One-off Authorisation" Terms and Conditions.