

SHIP4WD PLATFORM AND WEBSITE TERMS AND CONDITIONS

[Last Updated: June 26, 2024]

These Platform and Website Terms and Conditions (“**Terms and Conditions**”, “**Agreement**”) form a legally binding and enforceable agreement between Marine Shipp Fast Ltd., its subsidiaries and affiliates (collectively, “**Ship4WD**”, “**us**” or “**we**”) and (i) an individual browsing our website, available here: <https://ship4wd.com/> (“**Visitor**” and “**Website**” respectively); and (ii) legal entity and the authorized individual registering to use our Platform (as defined below) on behalf of such legal entity (collectively, “**User**”).

Visitor and User might also, individually and collectively, be referred to herein as “**you**” or “**your**”. You and Ship4WD shall each be referred to as “**party**” and collectively as “**parties**”.

ACCEPTANCE OF THE TERMS: BY OPENING AN ACCOUNT, ACCESSING, BROWSING OR OTHERWISE USING OUR WEBSITE AND THE SHIP4WD SERVICES YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO BE BOUND BY THE AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A LEGAL ENTITY, YOU HEREBY REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THE AGREEMENT.

1. AMENDMENTS TO THESE TERMS AND CONDITIONS

Ship4WD may change the provisions of these Terms and Conditions at any time by posting a new version of these Terms and Conditions on the Website. Such changes will be effective immediately upon the display of the revised Terms and Conditions. The most updated version is reflected under the “Last Updated” heading. Nevertheless, Ship4WD will notify you of any material changes at least thirty (30) days before such changes take effect. Your continued use of the Services (as defined below), after any change to these Terms and Conditions becomes effective, constitutes acceptance of the amended Terms and Conditions. Notwithstanding the above, changes to these Terms and Conditions, will take effect immediately without prior notice where such changes are: (i) exclusively to your benefit; (ii) where they are of a purely administrative nature and have no negative effect on you; (iii) where they are directly imposed by law; or (iv) due to important security compliance or risk conditions.

2. AGE RESTRICTION

- 2.1. Use of the Ship4WD Services is only available to individuals who are at least 18 years old or, if supervised by an adult or guardian, at least 16 years old. If you are not (i) at least 16 years old and supervised by an adult or guardian, or (ii) at least 18 years old, you are not authorized to use the Ship4WD Services.

3. THE DIGITAL SERVICES

- 3.1. The Website: Our Website provides information and resources about our business and the services we offer, including information regarding our personnel and clients, and any other content related thereto, including without limitation, images, text, logos, icons, videos, and other specialized content and features. In addition, the Website provides you with additional information and services including, but not limited to, means of communication which you can use to contact us for support or other inquires, answers to the most frequently asked questions, under our resource center you can find additional information through our blog, glossary, etc. Subject to your full compliance with the terms of the Agreement, Ship4WD

hereby grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable, global right to access and use the Website and the content therein.

- 3.2. The Platform: The Ship4WD owned and developed online portal ("**Platform**"), allows Users and Customers (as defined below and in the Transport Terms and Conditions) to receive quotes, book a transport shipment, and manage the shipment through the Platform, including digital customs brokerage, customs clearances, add digital cargo insurance, cargo inspection services at origin, track the shipments at any time while in transit, provide needed documentation, etc., and additional features as may be available through the Platform from time to time (collectively with the Website, the Platform and the services therein shall be referred herein as the "**Ship4WD Services**"). As we are always working on enhancing the services, features and as changes to applicable laws might occur which affect the Ship4WD Services, Ship4WD is free to modify the Ship4WD Services, add additional function or delete others, at its sole discretion and at any time.
- 3.3. Transport Services: Ship4WD offers road freight, rail freight, air freight and ocean shipping services ("**Transport Services**" and "**Shipment**" respectively). The terms and conditions governing the use of the Transport Services and requirements for the Shipment are available [here](#) and will apply to Users who use the Transport Services through the Platform ("**Customers**").
- 3.4. THE SHIP4WD SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMITTED BY LAW, SHIP4WD DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES RIGHTS AND FITNESS FOR A PARTICULAR PURPOSE. TO THE FULLEST EXTENT PERMITTED BY LAW, AND EXCEPT AS PROVIDED UNDER THE AGREEMENT, SHIP4WD MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE ACCURACY, COMPLETENESS, SECURITY OR TIMELINESS OF THE SHIP4WD SERVICES.
- 3.5. TO THE FULLEST EXTENT PERMITTED BY LAW, AND EXCEPT AS PROVIDED UNDER THE AGREEMENT, SHIP4WD, DISCLAIMS ALL LIABILITIES FOR ANY INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE AND CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM (I) LOSS OF DATA OR BUSINESS INTERRUPTION OR OTHERWISE RESULTING FROM THE USE OF OR INABILITY TO USE THE SHIP4WD SERVICES (II) THE MISUSE OF THE SHIP4WD SERVICES BY ANY PARTY OF THE USER NOT AUTHORIZED TO USE SHIP4WD SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT, DELICT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT SHIP4WD WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE FOREGOING, TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SHIP4WD'S TOTAL LIABILITY FOR ANY DAMAGES (DIRECT OR OTHERWISE) OR LOSS REGARDLESS OF THE FORM OF ACTION OR CLAIM, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED 100 DOLLARS. TO THE EXTENT PERMITTED BY LAW, THE REMEDIES STATED IN THE AGREEMENT ARE EXCLUSIVE AND ARE LIMITED TO THOSE EXPRESSLY PROVIDED FOR IN THE AGREEMENT.

4. LICENSE AND INTELLECTUAL PROPERTY

- 4.1. Subject to your full compliance with the terms of the Agreement, Ship4WD hereby grants Users a limited, non-exclusive, non-transferable, non-sublicensable, revocable, global right to access to and use the Ship4WD Services for User's internal commercial activities.

- 4.2. All data, texts, graphics, user interfaces, databases, trademarks, logos, and computer code contained and presented Ship4WD Services, including but not limited to the design, structure, selection, expression, “look and feel” (“**Content**”), is owned, or licensed by Ship4WD and is protected by copyright and trademark laws and other intellectual property rights. Except as expressly provided in the Agreement, no part of the Content may be copied, reproduced, republished, uploaded, transmitted or distributed in any way to any other computer, server, website or other medium for publication or distribution or used otherwise, without Ship4WD’s express prior written consent.
- 4.3. Except as explicitly provided herein, no license right, title or interest in and to the Ship4WD Services shall be granted to you, and we or our partners reserve any and all rights, title and ownership in and to the Ship4WD Services and Content (“**Ship4WD Intellectual Property**”). You shall not use any of Ship4WD’s Content, copyrights, trademarks, trade names, logo or other Ship4WD Intellectual Property in any way except to the limited extent as may be expressly agreed in this Agreement or subject to Ship4WD prior written consent.

5. **RESTRICTIONS OF USE**

- 5.1. You hereby represent and warrant to not, and to not authorize or encourage any third party to: (i) use the Ship4WD Services in non-compliant, unlawful, illegal, fraudulent, inappropriate, or unauthorized manner (including that which would infringe upon the rights of a third party) or that is in breach of applicable law; (ii) circumvent, disable or otherwise interfere with security-related features of the Ship4WD Services or prevent others from using the Ship4WD Services; (iii) copy, modify, or create a derivative work of the Ship4WD Services, in whole or in part; (iv) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Ship4WD Services, in whole or in part; (v) remove, deface, obscure, or alter the Ship4WD Services including any copyright notices, trademarks, and other proprietary rights provided as part of the Ship4WD Services; (vi) create a database by systematically downloading and storing all or any part of the Ship4WD Services; and (vii) use, access or attempt to access the Ship4WD Services with any automated means (including robots, scrapers, etc.).

6. **REGISTRATION AND CREATING AND ACCOUNT**

- 6.1. In order to access to and use the Ship4WD Services and become a User, Visitor is required to create an account (“**Account**”). User shall ensure that all information provided through the Account is complete, correct and accurate. User will be solely responsible for any damage or consequence that may arise from the use of false or incorrect or incomplete information. Ship4WD shall process the information provided by the User or Authorized Personnel (as defined below), or uploaded to the Account, subject to the [Privacy Policy](#).
- 6.2. The User shall provide the credentials assigned to its Account only to those personnel authorized by it to access to and use the Ship4WD Services (“**Authorized Personnel**”), and shall otherwise keep its credentials in secret and protect them against access by unauthorized third parties. Authorized Personnel shall contractually undertake to comply with the applicable terms imposed herein. User shall notify Ship4WD immediately of any unauthorized use of User’s Account or credentials, or any other security breach. We reserve the right to deny or approve any registration form submitted to us in our sole discretion, and to terminate

or suspend any Account if we have reasons to believe that you had infringed the Agreement or any other applicable regulation.

7. QUOTES AND SHIPMENT ORDERS

- 7.1. The Users (including Authorized Personnel) shall provide information such as shipping type, origin, destination, location, cargo description, weight, value and dimension, date, incoterm, etc. ("**Shipping Details**") and will receive a quote ("**Quote**"), all through the Platform. The User hereby acknowledges that: (i) Quotes might differ between each User, depending on the applicable Shipping Details, and the legal obligation imposed on Ship4WD in providing the Transport Services in the applicable destination or origin; (ii) all Quotes are subject to availability; (iii) the provision of any Quote does not constitute a contractual obligation to provide the Transport Services; and (iv) Quotes will become final and valid only after a booking confirmation has been received from Ship4WD.
- 7.2. The Quotes are provided as an estimation which relies and depends on, *inter alia*, the Shipping Details, and other factors, including, taxes, demurrage, cargo charges, carrier handling fees (which may include, without limitation, surcharges, terminal handling charges, port fees, documentation fees, customs charges, overweight or additional weight charges, goods classifications, special services or cargo handling required). Ship4WD reserves the right to charge additional charges, including after Customer receives a booking confirmation, in accordance with the legally binding arrangement between Customer and Ship4WD, by providing Customer with prior written notice. Further, note that any inaccuracies or revisions made by Customer to the Shipping Details may change the Quote.
- 7.3. Unless otherwise expressly provided by us, any and all Quotes are valid for the earlier period of: (i) seventy-two (72) hours from the time of its issuance; or (ii) if and when we decide, upon our sole discretion, with or without any reasoning or any without liability to us, to actively withdraw the applicable Quote. You may not book a Shipment based on an expired Quote.
- 7.4. Once you approve the valid Quote and accept the Transport Terms and Conditions available [here](#), you may proceed to use the Transport Services and book your Shipment.
- 7.5. Transport Services will not be provided for private households to private households (C2C).

8. PAYMENTS

- 8.1. Payment for the Ship4WD Service is free of charge. Notwithstanding the above, Ship4WD reserves the right to charge fees for the Ship4WD Services in the future.
- 8.2. Payments for the Transport Services are governed by the Transport Terms and Conditions available [here](#).

9. TERM AND TERMINATION

- 9.1. This Agreement shall be in full force and as of the date Visitor or User accepted these Terms and Conditions or otherwise uses the Ship4WD Services, and until terminated in accordance with the terminations section below ("**Term**").

- 9.2. User may terminate these Terms and Conditions at any time, by ceasing access to the Platform and the Account and informing us at: Cs.operations@ship4wd.com of his request for termination.
- 9.3. Notwithstanding the above, in the event of a party's breach of these Terms and Conditions, the Agreement or breach of its obligations therein, including breach of applicable laws, which had not been cured within 15-days from the date the non-breaching party sent notice of such breach, the non-breaching party may terminate the Agreement and Ship4wd Services ("**Termination for Cause**").
- 9.4. Upon termination of the Agreement, the following shall apply: (i) any licenses granted under this Agreement shall cease immediately and the User will be suspended from the Account and Platform; (ii) any Confidential Information shall be returned or destroyed, unless otherwise required by law to retain; and (iii) any Sections herein that by their nature should continue to apply following termination shall continue to remain in effect, including disclaimer of warranties, limitation of liability, confidentiality, IP rights, etc. (as and to the extent applicable).

10. REPRESENTATIONS AND WARRANTIES

- 10.1. Each party represent and warrant that: (i) it has the authority to enter and be bound by this Agreement; (ii) the execution and performance of this Agreement, including any document provided through and in the course of the Ship4wd services, will comply with all applicable laws, rules, and regulations, and do not conflict with any contractual obligations it has to any third party or legal requirement.
- 10.2. In addition, Ship4WD represents and warrants it will use commercially reasonable efforts to provide the Ship4WD Services faithfully, diligently, and with skill and ability in accordance with industry standard. We will use reasonable efforts to ensure the availability of the Platform, except during scheduled maintenance windows which will be pre-announced on the Platform, or by email in advance. The Platform is deemed available as long as you are able to login to your Account and access the Platform and the Ship4WD Services. However, we are under no obligation to provide you with a certain result nor do we warrant availability of the Portal or any Ship4WD Services for any certain period of time.
- 10.3. We make reasonable efforts to provide you with technical support to facilitate the use of the Platform, the Account, or the Ship4WD Services. However, we are under no obligation to provide you with a certain result or to reach certain service levels, unless explicitly indicated otherwise.

11. CONFIDENTIALITY

- 11.1. Each party (each, a "**Recipient**") may have access to certain non-public, proprietary, confidential or trade secret information, data and materials regarding the technology, products, business of the other party ("**Disclosing Party**"), provided or made accessible in any manner or form ("**Confidential Information**"). Recipient will not use the Confidential Information except in accordance with these Terms and Conditions.
- 11.2. Recipient will not disclose the Confidential Information to any third party, except its employees, directors, officers, corporate affiliates, advisors or consultants (collectively "**Representatives**")

that have a need to know the Confidential Information to fulfill Recipient's obligations hereunder, and are subject to non-disclosure and non-use obligations substantially similar to those set forth herein, provided Recipient remains liable for breach of confidentiality by its Representatives.

- 11.3. Recipient shall keep the Confidential Information confidential by using similar measures it uses in respect of its own confidential information, which shall be no less than industry standard. Notwithstanding anything else to the contrary in these Terms and Conditions, Confidential Information shall not include information (i) already lawfully known to or independently developed by Recipient without access to or use of Confidential Information of the Disclosing Party; (ii) generally known to the public or disclosed in published and publicly available materials; (iv) lawfully obtained from any third party without restrictions, or (v) required to be disclosed by an order of a competent court, provided that Recipient shall provide that to the extent permitted by the applicable law, the Disclosing Party with prompt written notice of such requirement and cooperate with Disclosing Party as required to challenge such requirement or obtain a protective order. Upon request from the Disclosing Party, all Confidential Information shall be returned to the Disclosing Party or destroyed.
- 11.4. The confidentiality obligations herein shall be in full force and effect throughout the Term and for three years thereafter.

12. DATA PROTECTION

- 12.1. The Ship4WD Services are not designed for personal use, we do not provide any personal shipments to personal households. However, to the extent that "personal information" or "personal data", as such term is defined under applicable data protection laws, is shared through the Platform, each party shall process the "personal information" or "personal data" as required under applicable data protection laws. It is hereby clarified that "personal information" or "personal data" shall be deemed Confidential Information.
- 12.2. Each party is responsible for any personal information or personal data it collects, stores, shares or otherwise, and shall store, process and transfer such data in a secured manner by implementing reasonable security measures to ensure the data is protected. In addition, the User and Authorized Personnel shall use the Platform solely from secured device, and shall make sure to keep the access credentials in complete confidence to avoid unauthorized access.
- 12.3. Ship4WD may, directly or through third party measurement tools, collect and use Usage Data solely for the purpose of improving, operating, and supporting the Services. Ship4WD will not share the Usage Data with any third party and shall process it solely in accordance with the Privacy Policy available [here](#). For the purpose of this Section the Usage Data shall mean analytic, statistic, measurement data and telemetry, collected by Ship4WD relating to User's or Authorized Personnel' use of the Ship4wd Services. Such data may include the click stream data, duration, errors that occur, logs, including access logs, all as detailed in the Privacy Policy.

13. INDEMNIFICATION

- 13.1. User shall defend, indemnify, and hold harmless Ship4WD, its affiliates and licensors, and each of their respective employees, officers, directors, and representatives ("**Ship4WD Indemnites**")

from and against any losses, fines, penalties, expenses, and damages (including reasonable attorney's fees) arising out of or relating to any third-party claim concerning: (i) a breach of third-party intellectual property or privacy rights; and (b) User's or Authorized Personnel gross negligence, willful misconduct or fraud.

14. GOVERNING LAW AND JURISDICTION

- 14.1. Any claims relating to the Ship4WD Services shall be governed exclusively by the laws of the State of Israel without regard to conflicts of law provisions thereof. The parties agree that the competent courts in Tel-Aviv-Jaffa, Israel shall have exclusive jurisdiction regarding all disputes hereunder.

15. FORCE MAJEURE

- 15.1. During the performance of this Agreement, if all or part of the obligations hereunder are unable to be performed due to any unforeseeable, unpreventable or unavoidable objective condition, including but not limited to natural disasters, government acts, war, warlike situation, hostilities, sanctions, riots, explosion, robbery, strikes, lockouts, pestilence, epidemic diseases, fire, earthquake, flood, etc., the affected party may be discharged from the legal liability for its default of or delay in performing its obligations hereunder due to any of such force majeure events, provided that the Party affected by such force majeure event has informed the other party of such event within twenty-four (24) hours after occurrence of such event so as to mitigate the losses and clarify the situation.

16. MISCELLANEOUS

- 16.1. These Terms and Conditions set forth the entire agreement between the parties regarding the subject matter hereof and supersedes all other agreements or understandings between the parties regarding such matters.
- 16.2. Ship4WD is not an agent for the Visitor or User and shall remain at all times an independent contractor. The Visitor or User does not exercise or retain any control or supervision over Ship4WD, its operations, employees, or carriers.
- 16.3. Neither party may assign or transfer this Agreement, in whole or in part, without the prior written consent of the other party.
- 16.4. If any provision of the Agreement is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of the Agreement, which shall remain in full force and effect.
- 16.5. Failure of either party to insist upon performance of any of the terms, conditions or provisions of this Agreement, or to exercise any right or privilege herein, or the waiver of any breach of any of the terms, conditions or provisions of this Agreement, shall not be construed as thereafter waiving any such terms, conditions, provisions, rights or privileges, but the same shall continue and remain in full force and effect as if no forbearance or waiver had occurred.

16.6. Any notices to Ship4WD shall be sent to: Cs.operations@ship4wd.com, and any notices to User shall be sent through the Account, or otherwise to the email address provided during registration.