

MITSUI O.S.K. Lines (“MOL”)

Website Terms and Conditions

1. Introduction

- 1.1 These Website Terms and Conditions apply to the website at www.molace.com, www.molcarcarrier.com and www.molroto.com (“the Website”) operated by the car carrier division of Mitsui O.S.K. Lines group of companies.
- 1.2 Please read these Website Terms and Conditions carefully, including our [privacy policy](#) set out below. They govern our relationship with you in relation to the Website. If you have any questions about them or do not wish to accept them, please contact your local customer services department before using the Website.
- 1.3 We may change these Website Terms and Conditions at any time by updating this page. You should check this page from time to time to review these Website Terms and Conditions to ensure you are happy with any changes. Using or accessing the Website indicates your acceptance of these Website Terms and Conditions. If you do not accept these Website Terms and Conditions, please do not continue to use the Website.

2. Information about us

- 2.1 We are MOL (Europe/Africa) Limited, a Subsidiary of Mitsui O.S.K. Lines (“MOL”), a company registered in England and Wales at Companies House. Our registered office is 3 Thomas More Square, London, E1W 1WY and our registered number is 02451367. Our VAT number is GB577402429. You can contact our customer services department at the above address.

3. Your use of the Website and our intellectual property rights

- 3.1 We have made the Website available to you for your use. We may modify, withdraw or deny access to the Website at any time.
- 3.2 The Website and all the materials contained on them (“Content”) are protected by intellectual property rights, including copyright, and either belong to us or are licensed to us to use. Content includes, but is not limited to, the design, layout, look, appearance, graphics and documents on the website, as well as other

MOL Car & RoRo E-Commerce

information or materials relating to our business. You may not copy, redistribute, republish or otherwise make the Content on the Website available to anyone else without our consent in writing.

4. Use of the Portal

4.1 The Website include a Portal which allows existing MOL customers who have already entered into a contract for services with MOL to access certain online services. In order to access the Portal, the MOL customer must have first completed a registration process. As part of this registration process, the MOL customer must agree to a set of **Online Terms and Conditions for use of the Portal (the "Portal Agreement")**.

4.2 MOL customers who have registered for the Portal ("Employer") may authorise their employees to access the Portal on their behalf. Employees' access to the Portal is conditional upon the Portal Agreement between MOL and their Employer remaining in force.

4.3 If you have been given access to the Portal by your Employer, you must accept and comply with this section 4 of the Website Terms and Conditions.

4.4 Ownership

4.4.1 The Content in the Portal is protected by copyrights, trademarks, service marks, patents or other laws. All intellectual property rights and other rights in the Content and Portal (in both machine readable and printed form) belong or are licensed to MOL.

4.4.2 You acquire no proprietary interest in the Portal or the Portal Content and may not use them in any way except as expressly permitted by these Website Terms and Conditions and the Portal Agreement.

4.5 Licence

4.5.1 MOL grants you a non-exclusive, non-transferable and revocable licence to use the Portal and its Content for your business use. For this purpose, you may:

4.5.1.1 display the Content on-screen;

4.5.1.2 make printouts of the Content;

MOL – smoothing the waves of information flow.

MOL Car & RoRo E-Commerce

4.5.1.3 download and store in machine readable form for no more than ninety (90) days insubstantial portions of the Content for your exclusive use;

4.5.1.4 use Content subject to the conditions set by MOL from time to time; and

4.5.1.5 make bookings for any MOL services as are available from time to time.

4.5.2 MOL has the absolute discretion to suspend access to the Portal at any time without compensation if MOL suspects a breach of these Website Terms and Conditions or the Portal Agreement.

4.6 Your Obligations

You will:

4.6.1 read, accept and comply with these Website Terms and Conditions;

4.6.2 only post or transmit information on and to the Portal in good faith and which is accurate, complete and true. All uploaded material, whether publicly posted or privately transmitted, is the sole responsibility of the person from which it originated. Any bookings made on behalf of your Employer must be made in good faith;

4.6.3 comply with all relevant laws and regulations, in particular, the laws regarding the transmission of data exported from the United Kingdom and other relevant countries; and

4.6.4 be liable for any claim by a third party relating to any materials you upload to the Portal.

4.7 Restrictions On Use

You will not:

4.7.1 use the Portal or its Content otherwise than as permitted by these Website Terms and Conditions;

4.7.2 use the Portal to violate any law of any applicable jurisdiction, including, without limitation, laws governing advertising, alcohol, antitrust, child

MOL – smoothing the waves of information flow.

MOL Car & RoRo E-Commerce

protection, drugs, encryption, exportation, food, financial services, firearms, gambling, importation, information systems, intellectual property, obscenity, privacy, securities, telecommunications and tobacco;

- 4.7.3 store or collect personal data about other users of the Portal;
- 4.7.4 make the Portal or the Content available to unauthorised persons or exploit for any commercial purposes the Portal or any part of the Content or any derivative works based on the Portal, or the Content to others;
- 4.7.5 commit a tortious or otherwise wrongful act, including without limitation, the posting or communication of any materials or use of the Portal in any way that is harmful, threatening, abusive, harassing, tortious, defamatory, libellous, scandalous, vulgar, violent, lewd, lascivious, obscene, pornographic, invasive of another's privacy, hateful, racially, ethnically or otherwise objectionable, infringing or violating the rights of any person, or is likely to cause emotional distress (whether through content, frequency or size);
- 4.7.6 upload, post, email or otherwise transmit any materials or otherwise use the Portal in any way which may infringe any intellectual property rights of any party;
- 4.7.7 upload, post, email or otherwise transmit any unsolicited or unauthorised advertising or any other form of solicitation;
- 4.7.8 upload, post, email or otherwise transmit any material that contains software viruses harmful code, trojan horses or any other computer code, files or programs;
- 4.7.9 obtain or attempt to obtain unauthorised access to the Portal. This includes accessing data not intended for you, logging into a server or account you are not authorised to access, or probing the security of any system, network, or account, or accessing the Portal by any means other than the interface that is provided by MOL.

4.8 Passwords

- 4.8.1 You are responsible for maintaining the confidentiality of your password and your account, and will be fully responsible for all activities that occur under your password or account.

MOL – smoothing the waves of information flow.

MOL Car & RoRo E-Commerce

4.8.2 Passwords may not be made available to any other persons for the purpose of using the Portal. MOL has the absolute discretion to cancel any password which it suspects is being used by an unauthorised person.

4.8.3 You will immediately notify MOL of any unauthorised use of password or account and any breach of security, and ensure that you exit from the account at the end of each session.

4.9 Termination

In the event that the Portal Agreement between your Employer and MOL is terminated for whatever reason, you will have to immediately cease using the Portal, and MOL reserve the right to suspend your access to the Portal immediately.

5. **Our liability to you**

5.1 These Website Terms and Conditions do not exclude our liability (if any) to you for:

5.1.1 personal injury or death resulting from our negligence;

5.1.2 fraud;

5.1.3 any matter which it would be illegal for us to exclude or to attempt to exclude our liability.

5.2 We do not guarantee that the Website will be compatible with all or any hardware and software which you may use. We do not guarantee that the Websites will be available all the time or at any specific time. We reserve the right to withdraw or modify the Websites at any time.

5.3 We are only liable to you for losses which you suffer as a result of a breach of these Website Terms and Conditions by us. We are not responsible to you for any losses which you may incur which were not a foreseeable consequence of us breaching these Website Terms and Conditions, for example if you and we could not have contemplated those losses before or when you access the Website. Our liability to you shall not in any circumstances include any business losses that you may incur, including but not limited to lost data, lost profits or business interruption.

6. **Information on the Websites**

MOL – smoothing the waves of information flow.

MOL Car & RoRo E-Commerce

Whilst we try and ensure the information contained on the Website is accurate and up to date, we cannot be responsible for any inaccuracies in the information. Our liability to you as explained above remains unaffected by this.

7. Linking

We may link to other websites which are not within our control. We are not responsible for those websites in any way, and do not endorse them. It is your responsibility to check the terms and conditions and privacy policy on any other website which you visit. You may not link to the Website from another website without our consent in writing.

8. Contracting online

Nothing on the Website is intended to be nor should be construed as an offer to enter into a contractual relationship with you or anyone else, except for these Website Terms and Conditions and in relation to services we expressly make available to users of the Portal.

9. Governing Law and Jurisdiction

The formation, existence, construction, performance, validity and all aspects whatsoever of these Website Terms and Conditions and any non-contractual obligations arising out of or in connection with them will be governed by the law of England. The English and Welsh courts will have exclusive jurisdiction to settle any disputes which may arise out of or in connection with these Website Terms and Conditions or use of the Websites.

MOL Car & RoRo E-Commerce

Privacy Policy

This policy sets out how we use and protect any personal information that you give us when you use the Websites. We may change this policy from time to time by updating this page. You should check this page from time to time to ensure you are happy with any changes. This policy is effective from 1st April 2009.

What information do we collect?

You may be able to use the Websites without giving us any personal information. We may collect information such as your name and contact information, including email address and company details.]

What do we do with the information we collect?

We use this information to provide you with a better service, and in particular for the following reasons:

- internal record keeping and administration purposes;
- to improve our products and services; and
- to follow up with respect to entering into a contract for the provision of logistics and other related services and for our customer care procedures.

Whom do we share this information with?

We will not transfer, disclose, sell, distribute or lease your personal information to third parties other than our affiliate companies or a purchaser or potential purchaser of our business unless we have your permission or are required by law. This process may include sending personal information to other countries, whose data protection laws may not be as extensive as in the European Economic Area. However, we have taken appropriate steps to ensure the same level of protection for the processing carried out in these countries as within the European Economic Area.

How to get copies of or amend the information we have collected

You may request details of personal information which we hold about you under the Data Protection Act 1998. A small fee will be payable. If you would like a copy of the information held on you please write to our Business Systems Manager at MOL (Europe/Africa) Ltd, 3 Thomas More Square, London, E1W 1WY. If you think any information we

MOL Car & RoRo E-Commerce

have about you is incorrect or incomplete, please write or e-mail us as soon as possible. We will correct or update any information as soon as possible.

EU Cookie Compliance

What is a cookie?

Cookies are text files containing small amounts of information which are downloaded to your device when you visit a website. Cookies are then sent back to the originating website on each subsequent visit, or to another website that recognises that cookie. Cookies are useful because they allow a website to recognise a user's device.

You can find more information about cookies at: www.allaboutcookies.org and www.youonlinechoices.eu for a video about cookies visit www.google.co.uk/goodtoknow/data-on-the-web/cookies

Cookies do lots of different jobs, like letting you navigate between pages efficiently, remembering your preferences, and generally improve the user experience. They can also help to ensure that adverts you see online are more relevant to you and your interests.

The Cookie Law is a new piece of privacy legislation from Europe that requires websites to obtain consent from visitors to store or retrieve any information on a computer or any other web connected device, like a smartphone or tablet.

It has been designed to protect online privacy, by making consumers aware of how information about them is collected by websites, and enable them to choose whether or not they want to allow it to take place.

It started as an EU Directive that was adopted by all EU countries on May 26th 2011. At the same time the UK updated its Privacy and Electronic Communications Regulations, which brought the EU Directive it into UK law.

Four categories have been identified:

- | | |
|--------------------------------------|---------------------------------|
| (1) strictly necessary cookies | - No User Consent Required |
| (2) performance cookies | - User consent must be obtained |
| (3) functionality cookies | - User consent must be obtained |
| (4) targeting or advertising cookies | - User consent must be obtained |

It Is MOL Policy to restrict the use of cookies as far as possible. As such we use very few cookies and these all fall into the first category - "Strictly Necessary". This means that we are not legally obliged to gain user consent. For example a users session timeout is controlled by a cookie.

MOL – smoothing the waves of information flow.

MOL Car & RoRo E-Commerce

You can, should you choose, disable the cookies from your browser and delete all cookies currently stored on your computer. On Microsoft Internet Explorer, this can be done by selecting "Tools/Internet Options" and reviewing your privacy settings or selecting "delete cookies". You can find out how to do this for your particular browser by clicking "help" on your browser's menu by visiting <http://www.allaboutcookies.org/manage-cookies/index.html>.

Exemptions from the right to refuse a cookie:

The Regulations specify that service providers should not have to provide the information and obtain consent where that device is to be used:

- for the sole purpose of carrying out or facilitating the transmission of a communication over an electronic communications network; or
- where such storage or access is strictly necessary to provide an information society service requested by the subscriber or user.

In defining an 'information society service' the Electronic Commerce (EC Directive) Regulations 2002 refer to 'any service normally provided for remuneration, at a distance, by means of electronic equipment for the processing (including digital compression) and storage of data, and at the individual request of a recipient of a service'.

The term 'strictly necessary' means that such storage of or access to information should be essential, rather than reasonably necessary, for this exemption to apply. However, it will also be restricted to what is essential to provide the service requested by the user, rather than what might be essential for any other uses the service provider might wish to make of that data. It will also include what is required to comply with any other legislation the service provider might be subject to, for example, the security requirements of the seventh data protection principle.