

Terms and Conditions of Use

The Customer Portal (**Portal**) is hosted by DP World Australia Limited (ABN 52 000 049 301) for itself and on behalf of any of its related bodies corporate involved in the supply of services to you (**DP World**). DP World makes available the information published on the Portal subject to the following terms and conditions (**Portal Terms**). Use of the Portal is conditional upon your acceptance of and compliance with the Portal Terms. DP World may vary the Portal Terms from time to time at its sole discretion by making any revised Portal Terms available on the Portal. Please check this page regularly to ensure you are familiar with the current version of the Portal Terms.

The Portal Terms are to be read in conjunction with the terms and conditions pursuant to which DP World provides services to you including, without limitation, any Terminal Services Agreement and the National Carrier Access Terms and Conditions.

Accepting the Portal Terms

You indicate acceptance of the Portal Terms by accessing any of the Portal. Neither the Portal Terms nor the Portal constitutes an offer by DP World, but rather an invitation to you to make an offer to DP World to use the Portal on the Portal Terms. By submitting an application for a "Customer Portal Account" (**Application**), you make DP World an offer to use the Portal on the Portal Terms. By accepting your Application, DP World accepts your offer to use the Portal on the Portal Terms (**Agreement**).

The Agreement, the Portal Terms, your use of the Portal and the provision by DP World of the Portal and the services through it are governed by the laws of New South Wales, Australia. You irrevocably and unconditionally submit to the exclusive jurisdiction of courts exercising jurisdiction in New South Wales, Australia, and the courts having appeal from them.

Quality of Information on The Portal

The information on the Portal is dynamic in nature. The Portal and the information provided through it is provided on "as is" basis and "as available" basis without any representation or warranty, express or implied, including but not limited to warranties of accuracy, completeness or reliability. DP World does not check the accuracy, security or reliability of the information on the Portal and you are advised to check the information for accuracy with the relevant source (e.g. the relevant DP World terminal) before acting upon it. Specifically, DP World does not accept liability for unauthorised access to or misuse of the Portal, or for errors or omissions in, or delays in the reporting of, information.

Limitation of liability

To the full extent permitted by law, DP World excludes and is not liable for any condition or warranty (of any kind) which is not expressly set out in the Portal Terms or elsewhere on the Portal. To the full extent permitted by law, DP World excludes any and all liability to you (whether under contract, tort (including negligence), equity, statute or otherwise) for any and all loss or damage, whether direct, indirect, incidental, special or consequential, including any loss of profits, loss of use, loss of income, loss of management time and loss of goodwill, in connection with or arising out of the Portal Terms or your use of the Portal.

If a court finds DP World to be liable under any relevant law, then DP World limits its liability, to the full extent permitted by law, to providing access to the Portal (and the information provided through it) again.

Internet Security

DP World does not guarantee that the Portal will be free of viruses, trojans, worms or other material which is malicious or technologically harmful (**Virus**). DP World will not be liable for any loss or damage caused by a Virus in connection with your use of the Portal.

You must not misuse the Portal by knowingly introducing a Virus. You must not attempt to gain unauthorised access to the Portal, the server on which the Portal is stored, or any server, computer or database connected to the Portal.

Suspension and Termination

If DP World determines, acting reasonably, that there has been a breach of the Portal Terms, DP World may take such action as it deems appropriate, including the immediate, temporary or permanent withdrawal of your right to use the Portal.