

## DESCARTES™ Ocean Rates Tariff Retrieval Agreement

Welcome to Ocean Rates™!

These Term of Use (the "**Terms**") cover Your use of the Ocean Rates™ application, **and** Your Descartes Ocean Rates™ account ("**Account**"). Ocean Rates™ is a proprietary software and database operated by The Descartes Systems Group Inc. or one of its subsidiaries, as applicable ("Descartes"). The Ocean Rates™ application stores and allows for the retrieval of electronic traffic data pertaining to the ocean movement of cargo in and out of the United States and its territories.

References in these Terms to "Descartes," "We," "Us," "Our" refer to Descartes. All reference to "You", "Your", "User" shall refer to the Account Owner. The Terms are subject to the Descartes' Website Terms of Use available at <https://www.descartes.com/legal/general-terms/website-terms-use> ("Descartes Website Terms"), which are incorporated herein by reference. In the event of conflict between the terms and conditions of the Descartes Website Terms and the terms and conditions of these Terms, the terms and conditions of these Terms shall prevail but only to the extent of such inconsistency or conflict.

By creating your Account, accessing, browsing, or otherwise using Ocean Rates™, you accept and agree to these Terms, Descartes Website Terms, Descartes's Privacy Policy, and any applicable terms and conditions, policies or disclaimers found in the Descartes Website Terms, your Account or referenced in these Terms (collectively the "**Policies**"). We encourage you to read the Policies carefully as they form part of these Terms. The Terms and all other terms and conditions referenced herein comprise a binding agreement between You and Descartes governing use and access to OCEAN RATES™ and the Account. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT CREATE AN ACCOUNT OR USE OCEAN RATES™.

### **TERMS RELATING TO YOUR ACCOUNT, USE OF, AND ACCESS TO OCEAN RATES™**

#### **1. OCEAN RATES™ ACCOUNT.**

- i. If you wish to access Ocean Rates™, you will be required to register an Account, you must complete the registration process by providing us with current, complete, and accurate information required by the applicable registration form. If you are registering on behalf of your employer, your employer shall be the Account owner. To register on behalf of your employer, you must use an employer-issued email address and attest that you have the authority to bind your employer to these Terms.
- ii. Age of Majority. You acknowledge and agree that: (i) you must be the older of: (i) 18 years, or (ii) at least the age of majority in the jurisdiction where you reside to open an Account and to make purchases via the Account and to perform any other legal acts required of you in connection with the Account.
- iii. Descartes may reject your application for an Account or cancel an existing Account in our sole discretion due to unauthorized use or security concerns or where Descartes

makes the business decision to provide an alternate solution or decides to discontinue making Ocean Rates™ available for use.

- iv. You acknowledge that Descartes will use the email address you provide on opening an Account or as updated by you from time to time as the primary method for communication with you pertaining to your use of the Ocean Rates™ and Your Account. You agree to keep all your Account information up to date.
- v. You are responsible for keeping your password secure. Descartes cannot and will not be liable for any loss or damage from your failure to maintain the security of your Account and password.
- vi. You are responsible for all activity and content, including without limitation images, information, or data, provided by, uploaded, collected, generated, stored, displayed, distributed, transmitted, or exhibited by you on or in connection with your Account.
- vii. Your Account is not transferrable.
- viii. A breach or violation of any term in these Terms, as determined is the sole discretion of Descartes, may result in an immediate termination of your Account and revocation of access.
- ix. If you have any questions or concerns about your Account, please contact [servicedesk@descartes.com](mailto:servicedesk@descartes.com) for more information.

## **2. RIGHT OF ACCESS TO OCEAN RATES™**

**2.1 Retrieval.** In creation of the Account and by providing access credentials, Descartes hereby grants to User, a restricted right for User to link electronically with the Software and to access and retrieve from the Descartes Ocean Rates™ Database automated Tariff information by as described herein and in accordance with the Terms.

**2.2 Access Requirements.** User will access Ocean Rates via an internet network connection between the User's desktop personal computer or internal network and a link provided on Descartes' website. It is User's responsibility to obtain compatible telecommunications/ internet software necessary to access the Software. Descartes will provide User with an ID and password to access Ocean Rates™. Descartes does not accept any responsibility for the performance of internet communications between the User's desktop PC or internal network and the Descartes Ocean Rates™. All internet and telecommunications charges related to the connection to the database are the responsibility of the User.

**2.3 Security.** User agrees to comply with the rules of operation and security procedures established by Descartes from time to time. The User agrees not to attempt to gain access or in any way use or modify any data, files, or programs to which it is not specifically entitled under this Agreement. The use of screen scraping technology in connection with Ocean Rates™ is expressly prohibited. Further, User agrees that it is User's responsibility to safeguard access to terminals at User's locations and User will take all steps necessary to prevent unauthorized access of the Ocean Rates™.

**2.4 No Unlawful or Prohibited Use.** As a condition of access to and use of Ocean Rates™, and in connection with your account, you warrant to us that you will not use the Ocean Rates™ for any purpose that is unlawful or prohibited by these Terms or the Policies. You may not use the Ocean Rates™ in any manner that could damage, disable, overburden, or impair Ocean Rates™, or interfere with any other party's use and enjoyment of the Ocean Rates™. You may not attempt to gain unauthorized access to the Ocean Rates™, other accounts, computer systems or networks connected to Ocean Rates™, through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Ocean Rates™. You may not use the Ocean Rates™ in a way that infringes rights of third parties, including willfully harming a person or entity, including Descartes. You may not commercially distribute, publish, license, or sell any products, information accessed from the Ocean Rates™. The use of screen scraping technology in connection with Ocean Rates™ is expressly prohibited.

**2.5. Basic Support Services.**

(a) In connection with your Account, Descartes will provide Basic Support Service to User on the use and operation of Ocean Rates™ during each Descartes' business day from 0800 a.m. to 1800 p.m. Eastern Time. Requests for support must be submitted to [ServiceDesk@descartes.com](mailto:ServiceDesk@descartes.com). Descartes will use commercially reasonable efforts to respond to inquiries within one Descartes business day.

(b) Basic Support Service consists of application support to User regarding access to and use of Ocean Rates™.

**3. Fees.**

All Tariff access fees are waived by Descartes as required in accordance with the Federal Maritimes recension of 46 CFR 520.9(c)(2) regarding the reasonable administration of tariff access fees.

**4. LIMITATION OF LIABILITY AND OWNERSHIP OF INTELLECTUAL PROPERTY.** ALL MATTERS PERTAINING TO LIMITATION OF LIABILITY, COPYRIGHT, TRADEMARK NOTICE AND OWNERSHIP OF INTELLECTUAL PROPERTY WITH REGARDS TO THE Ocean Rates™ SHALL BE GOVERNED BY THE APPLICABLE PROVISIONS OF [Descartes Website Terms](#).

**5. Materials You Provide to Descartes relating to the Ocean Rates™.** Descartes does not claim ownership of the materials you provide to Descartes (including feedback, ratings, reviews and suggestions) relating to Ocean Rates™ (each a "Submission" and collectively "Submissions"). However, you grant Descartes a royalty-free, perpetual, irrevocable, worldwide, non-exclusive and sublicensable right to use, modify, adapt, reproduce, create derivative works from, translate, edit, perform, distribute, and display your Submission, including your name, in any media. You warrant and represent that you have (and will have) all the rights necessary to make any Submission you provide and to grant these rights to Descartes, on a perpetual worldwide basis. No compensation will be paid with respect to the use of your Submission. Descartes is under no obligation to use any Submission.

**6. Links to Third-Party Websites** Ocean Rates™ may include links to third-party websites that are outside Ocean Rates™. These linked sites are not under the control of Descartes and Descartes is not responsible for the contents of any linked site or any link contained in a linked site. Descartes is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Descartes of the site. Your use of the third-party website may be subject to that third party's terms and conditions.

## **7. Privacy and Protection of Personal Information.**

Your privacy is important to us. We use certain information that we collect from you to operate and provide the Ocean Rates™. Please read the Descartes Privacy Policy as it describes the types of data we collect from you ("Data") and how we use your Data. For the purposes of these Terms, "Descartes Privacy Policy" means the General Privacy Policy available at <https://www.descartes.com/privacy-center/general-privacy-policy>, <https://www.descartes.com/privacy-center/cookie-usage-notice> and additional privacy terms and processes available at <https://www.descartes.com/resources/legal-compliance>. By using the Ocean Rates™, you expressly consent to Descartes's collection, use and disclosure of your information as described in our Privacy Policy.

Additionally, if in creating your Account, you have opted in and given us express consent, we may Use your information to send you electronic marketing and promotional communications to inform you about our product and services. You may opt out of receiving those communications at any time by using the "Unsubscribe" feature referred to at the bottom of any email we send you.

Descartes agrees to use your information in accordance with Descartes' Privacy Policy applicable to personally identifiable user data. YOU RETAIN OWNERSHIP OF ANY COPYRIGHTS OR OTHER INTELLECTUAL PROPERTY RIGHTS APPLICABLE TO ANY INFORMATION YOU SUBMIT TO DESCARTES.

## **8. Additional Definitions:**

**8.1** "Account Holder" means the company or individual business owner associated with each Ocean Rates™ Account and includes any of its representatives that by utilizing access credentials on behalf of Account Holder are purporting to act on behalf of Account Holder.

**8.2** "Descartes Ocean Database" means Descartes competitive database of United States and its territories' Tariffs and/or other information with respect to certain conferences and individual steamship lines maintained at a remote, secure Descartes data center.

**8.3** "Tariffs" means a publication consisting of ocean rate sheets/price lists, and governing charges, including all applicable tariff changes which User is permitted to access.

## **GENERAL TERMS**

**9. Changing Terms.** Descartes may change these Terms at any time and without notice to you. Please review these Terms each time you visit Ocean Rates™ and access your Account.

**10. Termination of Account/Suspension of Access to Ocean Rates™.** Descartes may terminate your Account at any time if we believe you are in breach of these Terms or the Policies or due to security concerns or where Descartes makes the business decision to provide an alternate solution or decides to discontinue making Ocean Rates™ available for use. By using Ocean Rates™, you agree to be responsible (in accordance with these terms) for all actions tied to the credentials issued to Your Account.

**11. Interpreting These Terms.** These terms apply to the maximum extent permitted by the relevant law; you may have greater rights in your jurisdiction of residence (or, if a business, your principal place of business). If it is determined that a part of these Terms as written are unenforceable in your jurisdiction, we may replace those terms with similar terms to the extent enforceable under the relevant law, but the rest of these Terms remain unchanged.

**12. Assignment.** We may assign, transfer, or otherwise dispose of our rights and obligations under these Terms, in whole or in part, at any time without notice to you. You may not assign or transfer any rights under these Terms.

**13. Choice of Law and Place to Resolve Disputes.**

The Terms shall be interpreted, and resolution of any disputes arising out of the Terms shall be subject to the choice of law and jurisdiction provisions of the [Descartes Website Terms](#).