

GENERAL TERMS AND CONDITIONS FOR THE USE OF THE PLATFORM AND THE PROVISION OF ELECTRONIC OCEAN CONTAINER TRANSPORT SERVICES FOR USER

VERSION 1.0 – STAND: 15 AUGUST 2025

These present General Terms and Conditions for the Use of the Platform and the Provision of Electronic Ocean Container Transport Services for Users (“**User GTC**” or “**UGTC**”) govern (i) the use of the global import automation and standardization platform as provided by Flowfox GmbH (“**Platform**”) whose registered office is at Kleiner Kielort 6-8, 20144 Hamburg Germany (“**Flowfox**”) to duly registered commercial participants (“**User**”) and User’s Authorised Users (as defined below) and (ii) the provision of Electronic Ocean Container Transport Services via the Platform by Flowfox to the User.

A. General

1. Definitions

- 1.1 “**Authorised User**” has the meaning given in Section A.3.4c).
- 1.2 “**User**” means any freight forwarder/importer/ocean carrier/charterer receiving Services from Flowfox and engaging in transactions with the User.
- 1.3 “**Confidential Information**” means all Personal Data and all information that: (a) is marked as confidential or proprietary or that bears a similar marking; or (b) given the nature of and circumstances of disclosure, should be reasonably understood by Receiving Party to be confidential or proprietary to Disclosing Party. Confidential Information expressly includes, but is not limited to: (a) unpublished patent applications, unpublished copyrightable materials, and trade secrets; (b) financial information, including costs and pricing; (c) information related to the current, future and proposed products and services, including design details, specifications, engineering information, prototypes; (d) business processes, models, formulae, know-how, and algorithms; (e) strategic business information, including procurement requirements, forecasts, sales strategies, User lists, reports, and studies.
- 1.4 “**Disclosing Party**” means, with respect to certain Confidential Information, the Party that provided the Confidential Information to the other Party.
- 1.5 “**Documentation**” the basic description of the Services made available by Flowfox on its website or on the Platform, including (if requested):
 - Specification
 - User instructions / operating manuals
 - API Specifications overview
 - web-based user interface overview
 - Conceptual and reference material for key Product functionality
 - Tutorials that step through common tasks and scenarios
 - Release notes appropriate to the version of the Services provided.
- 1.6 “**Effective Date**” means the date of the Application for Participation.
- 1.7 “**Flowfox Materials**” means all works, products, documentation, information, data and other material of any kind provided or made available by or on behalf of Flowfox in connection with the Services, Products and/or these User GTC and which existed prior to the Effective Date or outside the scope of these User GTC or created in the course of or in relation to the provision of the Services, including the Documentation and all enhancements and modifications to the same, regardless of who carries out such enhancements and modifications;
- 1.8 “**User Materials**” means all intellectual property, works, products, documentation, information, data and other material of any kind (including computer software and firmware, designs and specifications) provided or made

available by or on behalf of the User in connection with the Services and/or these User GTC whether or not it existed prior to the Effective Date.

- 1.9 **"Intellectual Property Rights"** or **"IPR"** means patents, patentable rights, copyright, design rights, utility models, trade marks (whether or not any of the above are registered), trade names, rights in domain names, rights in inventions, rights in data, database rights, rights in know-how and confidential information, and all other intellectual and industrial property and similar or analogous rights existing under the laws of any country and all pending applications for and right to apply for or register the same (present, future and contingent, and including all renewals, extensions, revivals and all accrued rights of action);
- 1.10 **"Platform"** means the global import automation and standardization platform as provided by Flowfox, including a web-based user interface, EDI and / or API connectivity designed to support the electronic communication.
- 1.11 **"Pre-existing IP"** means all Intellectual Property Rights of a Party existing prior to or developed, conceived, or acquired separately from the Platform and / or Services, including without limitation any and all revisions, modifications, alterations, or other changes made thereto.
- 1.12 **"Products"** are the Products available on the Platform, such as Import Container Release and Drop Off.
- 1.13 **"Receiving Party"** means, with respect to certain Confidential Information, the Party that has received the Confidential Information from the other Party.
- 1.14 **"Services"** means the provision of electronic ocean container transport services and Products to the User via the Platform.
- 1.15 **"User Data"** means information and data related to the User's operations as required by Flowfox for Flowfox to provide the Services.

2. Subject of the User GTC

- 2.1 General terms and conditions of the User shall not become part of the agreement between the Parties, even if the User refers to a document containing or referring to the terms and conditions of the User or a third party, this shall not constitute consent to the applicability of such terms and conditions.
- 2.2 Flowfox shall be entitled to amend or supplement these User GTC from time to time. Flowfox shall notify the User about amendments via email or via the Platform. The User's consent to the amended User GTC shall be deemed given unless their validity is objected to in writing within thirty (30) days from the notice. The User will be notified about this deemed consent as well. In the event the User rejects the amended User GTC, Flowfox may terminate the contractual relationship with the User.

3. Services

- 3.1 Flowfox will (i) make the Services available to the User pursuant to these User GTC and Documentation, (ii) use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which Flowfox will give advance electronic notice), and (b) any unavailability caused by circumstances beyond Flowfox' reasonable control, including but not limited to force majeure events, such as act of God, act of government, flood, fire, earthquake, act of terror, strike or other labor problem, Internet service provider failure or delay, non-Flowfox applications, or denial of service attack, and (iii) provide the Services in accordance with laws and government regulations applicable to Flowfox' provision of its Services to its Users generally, and subject to Users' use of the Services in accordance with applicable law, these User GTC and the Documentation.
- 3.2 A basic description and documentation of the Platform, the Services and Products is available on Flowfox' website. The User can – if needed – request further details regarding e.g. API Specifications documentation, web-based user interface documentation, conceptual and reference material for key Product functionality, tutorials that step through common tasks and scenarios, which will then be provided by Flowfox at Flowfox' discretion.

- 3.3 No training is, by default, included under these User GTC (including in respect of Services) but if the User does require any training, the User can request it by contacting the named relationship manager or support@flowfox.com, subject to Additional Fees.
- 3.4 For the purposes of these User GTC, use by the User includes use by
- a) the User's affiliates;
 - b) the User's and its affiliates' employees and self-employed contractors; and
 - c) the User's and its affiliates' external providers of services, where Flowfox has given its prior written consent (not to be unreasonably withheld),
- provided that, in each case, such use is on the User's behalf and in accordance with any other restrictions set out in these User GTC (each an "**Authorised User**") and that, in each case, the User shall be responsible for the acts and omissions of each such Authorised User in relation to these User GTC as if those were the acts and omissions of the User. The User will approve or decline all User's users requesting Flowfox Services as soon as is reasonably possible after such request.
- 1.2 The User must keep a record of anyone who has access to the Services and provide a list of these named individuals to Flowfox as soon as possible on request.

B. Use of the Platform

4. Registration

- 4.1 Access to the use of the Services available on the Platform requires the registration of the User. There is no entitlement of the User to be granted access to the Platform. Flowfox is entitled to reject Applications for Participation.
- 4.2 The registration is permitted only to independent merchants and commercial entrepreneurs in the exercise of their independent or commercial activity. Minors are not permitted to register. In the case of a legal entity, registration must be made by a natural person with full legal capacity and power of representation and all authorized representatives of the entity must be specified. With the registration, the registering participant represents and warrants his entitlement to legally represent the User as well as that he has legal authority to comply with all obligations set forth in the User GTC.
- 4.3 During the registration process the User has to provide the full and correct information as requested (hereinafter referred to as "**Application for Participation**"). Flowfox shall confirm receipt of the User's Application for Participation by sending a registration confirmation via email. The confirmation is merely an information to the User about the receipt of the Application for Participation and does not constitute an acceptance of the Application for Participation.
- 4.4 Once the User has provided all requested data and information Flowfox will review the application and forward it to the carrier ("vetting"). For this purpose, the User shall pay a KYB Fee pursuant to sec. D.9.2. If the information is correct and Flowfox does not have any other concerns, Flowfox will activate the requested access and notify the User by email. The email shall be deemed acceptance of the Application for Participation. Upon receipt of the email, the User is entitled to use the Platform within the scope of these User GTC. The actual possibility of use requires (i) the User to confirm the activation by clicking on the link contained in the aforementioned notification email and (ii) each relevant Carrier's consent.
- 4.5 During the registration process, the User is assigned a user name and is required to enter a password. With this data, the User can log into the Platform. If the user name is determined by the User himself, the User shall ensure that this name does not infringe any rights of third parties, in particular any name or trademark rights, and that it is not contrary to accepted principles of morality.

5. Provision of Platform Services

- 5.1 The Platform is a web-based system designed to streamline and optimize import processes. The Platform offers secure and efficient means for the User and its customers ("**Release Party**") to manage and automate various tasks related to import processes such as Import Container Releases. The Platform functionalities are subject to changes depending on further developments. Flowfox may at any time make new free or paid services available and to discontinue the provision of Services. If Services are discontinued, Flowfox will – as far as feasible – take the legitimate interests of the User into consideration. Flowfox will not materially decrease the Services materially.
- 5.2 Flowfox is not obliged to provide any installation, implementation, maintenance, upgrade or support, or similar services in relation to the Services, unless otherwise explicitly agreed between the Parties.
- 5.3 The User shall not:
- a) subject to Section A.3.4, permit anyone to see, access or use any Services except on prior written consent from Flowfox;
 - b) permit unauthorized access to or use of the Services and notify Flowfox promptly of any such unauthorized access or use;
 - c) copy, translate, modify, adapt or create derivative works from any Services;
 - d) transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights;
 - e) use a Service to store or transmit malicious code,
 - f) gain access to the source code for, or reverse engineer, modify, decrypt, extract, disassemble or decompile, any Services;
 - g) obscure, amend or remove any copyright notice, trademark or other proprietary marking on, or visible during the operation or use of, any Service;
 - h) gain unauthorised access to or interfere with the proper working of any Platform, Services and / or Product and, in particular, shall not attempt to circumvent security, license control or other protection mechanisms, or tamper with, hack into or otherwise disrupt any Services or any associated website, computer system, server, router or any other internet-connected device, and
 - i) attempt to do, nor permit any Authorised User or other third-party to do or attempt to do, any of the foregoing.
- 1.2 Upon Flowfox's reasonable request, the User will provide on-going technical and administrative assistance to Flowfox to facilitate the utilization, transmission, integration, and maintenance of User Data. User Data will conform to the requirements set forth in the applicable Documentation.
- 1.3 The User shall use best efforts to submit all of the User's Carrier transaction volume, including, but not limiting to, Import Container Release Service and Drop-off Change, through the Platform.
- 1.4 Flowfox may use and display User Data in the course of providing the Services and otherwise performing under these User GTC, including, but not limited to: (a) conveyance to any entity authorized by a User in any reasonable manner as may be required for the provision of the Services, and (b) aggregated or other information not identifiable with the User may be used or disclosed for other purposes and to other parties as deemed appropriate by Flowfox and as permitted by applicable law.

2. User obligations

- 2.1 The User shall check the status of its transactions, and in particular (pending) releases, regularly.
- 2.2 The User must maintain its own systems in order to receive the Services in accordance with these User GTC.
- 2.3 The User will provide User Data in accordance with the formats set forth in the Documentation.

- 2.4 The User will provide to Flowfox the User's contact information and communication protocols, including names, phone numbers, email addresses and responsibilities for the employees and/or agents of the User who may be required for the provision of the Services. The User is responsible for the compliance of its obligations with applicable data protection regulations.

3. Intellectual Property Rights

- 3.1 Subject to Section 3.3 and Section 4.1, all current and future Intellectual Property Rights in the following shall be the exclusive property of Flowfox: (a) the Services; (b) Flowfox Materials, (including all drafts and documents-in-progress thereof and whether created before or after the Effective Date) shall remain the exclusive property of Flowfox or its third-party licensors (as applicable); (c) in respect of the Services and Flowfox Materials, any enhancements and modifications to the same, regardless of who carries out such enhancements and modifications.
- 3.2 All Pre-existing IP of the User shall remain the exclusive property of the User.
- 3.3 The User hereby grants to Flowfox (or shall procure the grant of) for the term a nontransferable, royalty-free, non-exclusive license to use the User Materials only for the purpose of carrying out its obligations in accordance with these User GTC.
- 3.4 Flowfox and the User will each do or procure to be done all further acts or things and execute or procure the execution of all documents as either Party may from time-to-time request in writing which are necessary in order to give effect to that Party's rights under this Section 7.
- 3.5 Each Party may use or re-use any skills, knowledge, experience, technical information, inventions, ideas or techniques of whatever nature utilized or gained by such Party in the course of performing its obligations under these User GTC ("**Know-how**"), for its own benefit or the benefit of third parties, provided that such Know-how does not involve:
- a) the infringement of any part of the Intellectual Property Rights belonging to the other Party (or the other Party's third-party licensors); or
 - b) the use or disclosure of Confidential Information of the other Party where such use or disclosure would be in breach of Section D.13.
- 3.6 The User agrees that Flowfox shall be the sole owner of any Intellectual Property Rights arising as a result of any enhancements to the Services and / or Products made by Flowfox. To the extent that such Intellectual Property Rights do not automatically vest in Flowfox by operation of applicable law the User hereby assigns all such Intellectual Property Rights to Flowfox.
- 3.7 Except as expressly permitted by these User GTC, the User may not use any of Flowfox's Intellectual Property Rights without Flowfox's prior written consent.

C. Electronic Ocean Container Transport Services

8. Provision of Services

- 8.1 The Services provided on the Platform to User may include:

8.1.1 Import Container Release Service, including:

- a) Release request collection
- b) Verification of the Release Party
- c) B/L status checks
- d) Payment status checks
- e) Release Note submission
- f) Task management.

- g) Drop-off Change (change of the drop-off depot after the drop-off depot assignment within the release note to an importing forwarder), including:
 - a) Drop-off Change request collection
 - b) Drop-off Change handling
 - c) Task Management
 - d) Upselling on-carriage
 - e) Pick-up Right Management (for centralized use of platforms of third-party port community systems)
- 1.2 The Services provided may be updated by Flowfox from time to time in its sole discretion.

B. General Provisions

9. Fees and Payment

- 9.1 Subject to sec. 9.2, the use of the Services on the Platform is free of charge.
- 9.2 The User will pay a Know Your Business Fee in the amount of EUR [●] for the administrative expenses of the registration process and the "Know Your Business" check ("KYB Fee"). The KYB Fee shall be paid in the beginning of each contract year with the first KYB Fee being due upon registration.
- 9.3 In case of premium services which are subject to an individual agreement of the Parties, additional fees may apply as further described in the price sheet.
- 9.4 For the Pick-up Right Management, the User pays a transaction-based fee as further described in the price sheet.

10. Warranties

- 10.1 Claims for defects require that the User has properly fulfilled its obligations to inspect and give notice of defects in accordance with Section 377 of the German Commercial Code (HGB). In the event of material defects, Flowfox shall, at its discretion, remedy the defect through repair or replacement (supplementary performance) within a reasonable period. If, after four attempts to provide supplementary performance, the defect cannot be remedied, the User may terminate the contractual relationship.
- 10.2 EXCEPT AS EXPRESSLY PROVIDED HEREIN, FLOWFOX SPECIFICALLY DISCLAIMS ALL WARRANTIES OF ANY KIND, INCLUDING WITH RESPECT TO INFORMATION, DATA AND SERVICES PROVIDED, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND THE USER'S USE OF THE SERVICES IS AT ITS OWN RISK. FLOWFOX DOES NOT WARRANT THAT THE USER'S USE WILL BE UNINTERRUPTED OR ERROR-FREE.

11. Exclusions and Limitations

- 11.1 Nothing in these User GTC limits or excludes either Party's liability: (i) for death or personal injury, (ii) for damages caused by intent or gross negligence; (iii) for fraudulent misrepresentation or for any other fraudulent act or omission; (iv) for any other liability which may not lawfully be excluded or limited, or (v) the User's liability for breach of Flowfox' Intellectual Property Rights.

- 11.2 SUBJECT TO SECTION D.11.1, IF CARDINAL DUTIES ARE INFRINGED DUE TO SLIGHT NEGLIGENCE AND IF, AS A CONSEQUENCE, THE ACHIEVEMENT OF THE OBJECTIVE OF THIS AGREEMENT IS ENDANGERED, OR IN THE CASE OF A SLIGHTLY NEGLIGENT FAILURE TO COMPLY WITH DUTIES, THE VERY DISCHARGE OF WHICH IS AN ESSENTIAL PREREQUISITE FOR THE PROPER PERFORMANCE OF THIS AGREEMENT, THE PARTIES' LIABILITY SHALL BE LIMITED TO FORESEEABLE DAMAGE TYPICAL FOR THE CONTRACT, HOWEVER LIMITED IN TOTAL TO EUR [750.00]. IN ALL OTHER RESPECTS, SUBJECT TO SECTION D.11.1, ANY LIABILITY FOR DAMAGE CAUSED BY SLIGHT NEGLIGENCE SHALL BE EXCLUDED.
- 11.3 SUBJECT TO SECTION D.11.1, IN NO EVENT SHALL THE TOTAL AGGREGATE LIABILITY OF EACH PARTY TOGETHER WITH ALL OF ITS AFFILIATES UNDER OR IN RELATION TO THESE USER GTC AND/OR THE RELATIONSHIP ESTABLISHED HEREBY (REGARDLESS OF THE BASIS OF LIABILITY, INCLUDING WITHOUT LIMITATION AS A RESULT OF BREACH OF CONTRACT, NEGLIGENCE OR ANY OTHER TORT, UNDER STATUTE OR OTHERWISE) EXCEED EUR 1,500.00.
- 11.4 SUBJECT TO SECTION D.11.1, NEITHER PARTY SHALL BE LIABLE (REGARDLESS OF THE BASIS OF LIABILITY, INCLUDING WITHOUT LIMITATION AS A RESULT OF BREACH OF CONTRACT, NEGLIGENCE OR ANY OTHER TORT, UNDER STATUTE OR OTHERWISE) FOR: LOSS OF PROFITS; LOSS OF SALES, TURNOVER, BUSINESS AND/OR EARNINGS; LOSS OF CONTRACTS OR OPPORTUNITY; LOSS OF GOODWILL; LOSS OF ANTICIPATED SAVINGS; WASTED MANAGEMENT, OPERATION OR OTHER TIME; OR ANY OTHER INDIRECT OR CONSEQUENTIAL OR INCIDENTAL OR SPECIAL LOSS OR DAMAGES; AND/OR LOSS OF USE OR VALUE OF OR DAMAGE TO DATA.
- 11.5 Subject to Section D.11.1 Flowfox shall not be liable (regardless of the basis of liability, including without limitation as a result of breach of contract, negligence or any other tort, under statute or otherwise) for any loss, damage, expense or liability incurred or sustained as a result of the use and / or integration of any Services other than in accordance with the Documentation.

12. Indemnification

The User will defend Flowfox and its Affiliates against any claim, demand, suit or proceeding made or brought against Flowfox by a third-party (a) alleging that the combination of a non-Flowfox services or configuration provided by the User and used with the Services, infringes or misappropriates such third party's intellectual property rights, or (b) arising from (i) the User's use of the Services in an unlawful manner or in violation of the Agreement, or the Documentation, (ii) any User Data or the User's use of User Data with the Services, or (iii) a non-Flowfox services provided by the User (each a "**Claim Against Flowfox**"), and will indemnify Flowfox from any damages, attorney fees and costs finally awarded against Flowfox as a result of, or for any amounts paid by Flowfox under a settlement approved by the User in writing of, a Claim Against Flowfox, provided Flowfox (a) promptly gives the User written notice of the Claim Against Flowfox, (b) gives the User sole control of the defense and settlement of the Claim Against Flowfox (except that the User may not settle any Claim Against Flowfox unless it unconditionally releases Flowfox of all liability), and (c) gives the User all reasonable assistance, at the User's expense. The above defense and indemnification obligations do not apply if a Claim Against Flowfox arises from Flowfox' breach of these User GTC or the Documentation.

13. Confidentiality

- 13.1 Receiving Party shall for the term of the contractual relationship and three years after its termination not use, disclose, reproduce, distribute, disseminate, or in any way, circulate any Confidential Information of the Disclosing Party in any way or for any purpose except in connection with performing its obligations under these User GTC. Receiving Party shall not disclose any Confidential Information to any third parties except to those representatives who have a need to know the Confidential Information in order to allow Receiving Party to adequately perform its obligations under these User GTC. Prior to disclosure of any Confidential Information to any representatives, Receiving Party shall: (a) advise all representatives of the confidential nature of the Confidential Information; and (b) ensure that such representatives shall keep the Confidential Information confidential in accordance with the provisions of these User GTC. Receiving Party shall be fully responsible and liable for the actions of its Representatives with respect to any Confidential Information.

- 13.2 Except with respect to Personal Data, which shall be treated as confidential regardless of circumstances, Confidential Information shall not include information that, as can be documented by contemporaneous written evidence: (a) was known by the Receiving Party at the time of disclosure free of any obligation to keep such information confidential; (b) is or becomes generally publicly known through no fault or breach of these User GTC by the Receiving Party; (c) is independently developed by the Receiving Party without the use of any Confidential Information and without any other violation of these User GTC; or (d) is rightfully obtained by the Receiving Party from a third party that was not under any obligation to maintain the confidentiality of such information.
- 13.3 In the event that Receiving Party becomes required by law to disclose any Confidential Information, Receiving Party shall, if commercially practicable, unless prohibited by law, provide Disclosing Party with written notice thereof so that Disclosing Party may seek a protective order or other appropriate remedy. Disclosing Party shall have the right to defend such action in lieu of and on behalf of Receiving Party. Receiving Party shall cooperate with Disclosing Party in any effort to obtain such remedies, but Disclosing Party shall not be required to undertake litigation or legal proceedings in its name. In the event that Receiving Party is legally compelled to disclose any Confidential Information, Receiving Party shall furnish only that portion of the Confidential Information that is necessary in order to comply with such legal obligation and such disclosure will not be treated as a breach of these User GTC.
- 13.4 At Receiving Party's option, all Confidential Information, and all copies, reproductions and materials bearing or embodying any Confidential Information, disclosed by Disclosing Party to Receiving Party under these User GTC, shall be returned to Disclosing Party by Receiving Party, or destroyed by Receiving Party, promptly upon: (a) Receiving Party receiving a written request from Disclosing Party; or (b) upon termination of these User GTC. Any destruction of Confidential Information under these User GTC shall be done in a secured manner and in accordance with all applicable law. Receiving Party shall not retain any Confidential Information whatsoever unless and only to the extent required by applicable law, or by Receiving Party's information security or archival policies, provided that the confidentiality obligations herein will continue in perpetuity for any retained Confidential Information.
- 13.5 All public disclosures (including without limitation press releases, advertisements, marketing materials, and public announcements) by either Party which reference these User GTC or the other Party (including the Party's name, logo, trademarks, service marks, or any other identifying information), will be coordinated with and approved by the other Party prior to disclosure. Notwithstanding the preceding sentence (a) either Party may disclose to third parties that the User is a User of Flowfox, and (b) Flowfox may use the User as a reference.
- 13.6 If the Parties enter into discussions regarding new potential business that is not already within the scope of these User GTC, and no effective nondisclosure agreement exists between the Parties that would cover information exchanged in connection with such discussions, then the Parties agree that such information exchanged is "Confidential Information" as such term is used in these User GTC and the information exchange will be governed by the terms of these User GTC.

14. Data Protection

Flowfox will maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of User Data. Those safeguards will include, but will not be limited to, measures designed to prevent unauthorized access to or disclosure of User Data (other than by the User). The terms of the data processing addendum ("DPA") at www.flowfox.com/DPA.pdf are hereby incorporated by reference. Upon request by the User made within 30 days after the effective date of termination or expiration of these User GTC, Flowfox will make User Data available to the User for export or download. After such 30-day period, Flowfox will have no obligation to maintain or provide any User Data and will thereafter delete or destroy all copies of User Data in its systems or otherwise in its possession or control, unless legally prohibited and unless their storage is legally required.

15. Term and Termination

- 15.1 These User GTC shall commence on the Effective Date and shall be valid for an indefinite period (“Term”).
- 15.2 The agreement can be terminated by either Party by giving 30 days written notice to the end of a contract year.
- 15.3 Either Party may terminate the agreement for cause on written notice if:
- a) Upon thirty (30) days written notice to the other Party of a material breach if such breach remains uncured at the expiration of such period, or
 - b) If the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors.
- 1.2 Upon termination of the contractual agreement for any reason the User shall immediately cease to access and use the Services; and Flowfox is entitled to suspend its Services.
- 1.3 The termination of these User GTC will not affect:
- a) any accrued rights or liabilities which either Party may have at the time termination takes effect; or
 - b) the coming into force or the continuation in force of any of its provisions that expressly or by implication are intended to come into force or continue in force on or after the termination.

2. Miscellaneous

- 2.1 Neither Party can assign, sub-license, sub-contract or delegate any rights or obligations under these User GTC without the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed.
- 2.2 All notices and consents relating to these User GTC with respect to (i) the User shall be sent to the email address or address as provided by the User during the registration process, and (ii) Flowfox shall be as set out below, either Party may change the Notice Address.
- 2.3 No provision of these User GTC may be waived except in writing. No waiver of a provision of these User GTC by any Party will be deemed to be or will constitute a waiver of any other provision of the Agreement. A waiver will be effective only in the specific instance and for the purpose for which it was given and will not constitute a continuing waiver.
- 2.4 Unless otherwise stated, these User GTC may not be modified or amended except in a writing signed by an authorized representative of each Party.
- 2.5 Nothing in these User GTC shall or is intended to create or imply a partnership, agency or joint venture between the parties.
- 2.6 The Parties undertake to comply with human rights and prevent discrimination, to comply with labor standards and to combat child labor, forced labor, the suppression of freedom of association, corruption and anti-competitive behavior. Each Party shall at all times ensure that it complies with the terms of the Bribery Act 2010, the FCPA, trade sanctions laws, regulations and executive orders and Modern Slavery Act 2015 and that it does not commit (or procure the commission of) any breaches of the aforementioned.
- 2.7 These User GTC sets out all of the terms that have been agreed between the Parties in relation to the subjects covered by it and supersedes all previous agreements between the parties relating to such subjects.
- 2.8 These User GTC are governed by German law. Both Parties submit to the exclusive jurisdiction of the courts in Hamburg, Germany in relation to any dispute arising out of or in connection with these User GTC or its subject matter.
- 2.9 If any provision of these User GTC is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of these User GTC will remain in effect.