



# > Terms and Conditions - Privacy Policy

## 1. Introduction

1.1 The access to this site [www.edoxonline.com](http://www.edoxonline.com) ("Site") and/or the use of the services that are set out therein ("Services"), are subject to these general terms and specific conditions, which are set out here below ("Terms and Conditions"). If you ("User") proceed visiting this site, means that you accept the Terms and Conditions. Besides, if you make e-commerce activities through this Site, you commit yourself to respect these Terms and Conditions, as the primary contractual regulation regarding such e-commerce.

1.2 The use of the Site expresses the User's full acceptance of each and every section of the Terms and Conditions, as amended and valid on such date. Consequently, User should carefully read the Terms and Conditions in each of the occasions on which a User intend to use the Site.

## 2. The Site - The Services

The Site's main purpose is to allow the Users the drafting and issuance of commercial and shipping documents for the international trade, as well as the drafting, issuance and validation of electronic certificates on-line on a standardized manner with a proprietary technology, that facilitates and expedites their international business transactions. For this purpose, GLOBAL SHARE S.A. ("GS") will provide to its Users with a web-based access (User Name and temporal password to be changed upon first log in) which has to be validated every 90 days, for the proper use of the Services. Failure to reset such password when requested will result in the User's inability to access the Site and take advantage of the Services.

Specific features are to be described and provided in accordance with respective agreements.

Electronic Bill of Lading module is ruled by the Terms and Conditions (T&C) for edoxOnline (18 May 2018) or any updated version, as approved by the IG of P&I Club.

**2.1 Electronic Documents:** The electronic documents that are available to the User on the Site and related to the Services are issued under GS and edoxOnline's proprietary technology. In line with the UCP directives issued by the International Chamber of Commerce (eUCP and eURC), which states the documents presentation to the Banks do not address specific technologies or systems, it is left to the parties to agree on that.

The documents that are available on the Site will allow presentation of electronic records alone or in combination with paper documents.



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It is left to the User, and User's counterparts, the agreement to use GS and edoxOnline's proprietary technology, regardless of any current legislation that may affect, interpret or influence on the rights to the parties in regards to electronic signatures.

"electronic record" shall mean: data created, generated, sent, communicated, received or stored by electronic means; that is capable of being authenticated as to the apparent identity of a sender and the apparent source of the data contained in it, and as to whether it has remained complete and unaltered.

"electronic signature" shall mean: a data process attached to or logically associated with an electronic record and executed or adopted by a person in order to identify that person and to indicate that person's authentication of the electronic record.

"format" shall mean: the data organization in which the electronic record is expressed or to which it refers.

"original and copies": by using the Site, the User agrees that any requirement for the presentation of one or more originals or copies of an electronic record, is satisfied by the presentation of one electronic record.

### 3. Liability

The User commits itself to make a diligent use of the Site, in accordance with any applicable law, and in full compliance of the present Terms and Conditions.

By accessing and using the Site, the User acknowledges and agrees that GS is committed only to formally validate documents issued by the User through the Site, but under no circumstances takes any responsibility and/or assumes any obligation and/or represent that the User has really fulfilled the commercial task described in the issued document, and/or that GS has confirmed and/ overseen and/or validated material compliance of any commercial obligation set forth by the User/s in the electronic documents that are created through the Site. Likewise, the User expressly and formally declare that he is solely responsible vis-à-vis any business counterpart and/or with GS, for any wrongful and/or inaccurate statement made in the afore referenced documents, and/or for any act that occurred through the use of its username and password in the Site. The User commits itself to abstain from making the use of the Site and its Services with illicit purposes or effects, which differ from the ones described in these Terms and Conditions, or harm the rights of others, or in any way damage, disable, overburden, or impair the Site and Services, preventing normal use and enjoyment of the Site and Services by the Users.



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The User is aware and accepts voluntarily the use of the Site and its Services, in all the cases, under its exclusive responsibility, and agrees to hold GS and/or its shareholders, managers, attorneys in fact and/or employees, harmless of any damage that any of them may suffer, either actual or prospective, that results directly or indirectly for the User's wrongful use of the Site. GS reserves the right to refuse or withdraw access to the Site and/or its Services, at any time and without needing previous notification, or even to cancel User's registration on the Site, to those Users who fail to fulfill the present Terms and Conditions.

## 4. Online Privacy – Confidentiality – Know how

GS is responsible for the privacy of the information that the User provides on the Site, as well as for making sure that the information that it is provided by the User at the forms that are available on the Site, is registered at such forms just as it was provided by the User; and neither will reveal, nor share, this information, which is considered confidential, without the consent of the user, except when it's required by the law or at the request of the government.

The User commit himself to maintain confidentiality of all information they receive, or that comes into their knowledge, regarding the present agreement, about transactions, clients, system features, functionalities, processes and activities of the other party, and to protect it of all kinds of disclosure, taking the necessary protective measures needed to do so. To avoid any misunderstanding, the User and Global Share S.A. make it clear that any technical information or not, the features and processes, and the content of the computer platform developed by GS, through which it will provide the Services, will be included in such confidential information.

The personnel appointed by GS to perform any Service offered on the Site, will assume absolute discretion and confidentiality -to the same extent set forth above-, regarding all and every aspect of transactions coming to their knowledge. Notwithstanding the foregoing, GS directly and/or through its employees or personnel appointed to perform the Services, will not be bound to confidentiality regarding information that it is already on the public domain before being entered on the Site by any User, or that was legally obtained from a third party different from the User. For the avoidance of doubts, unless stated something on the contrary by the parties, GS reserves the right to use the User's information (Company's name, Trademark and/or logo) to announce, issue a public release, disseminate, populate or broadcast, the fact that the User and GS are engaged through the Services provided on the Site (including but not limited to the User's enrollment on the edoxOnline system).



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GS can send emails to Users to inform the status and/or recent developments of their accounts, or inform them about changes or updates to the Site.

User recognizes that GS has developed the platform and Site on which it will provide the Services, and that for this, it has invested considerable amounts of time and money in its implementation, which is complemented by the “know how” that GS has acquired along a long trajectory, and that allows it to implement the most appropriate and expeditious form and procedures to process the administrative requirements object of the Services. As a result of the foregoing, User accepts and hereby undertakes not to use by itself and / or in association and / or collaboration with third parties other than GS, the knowledge/information he receives as a result or in connection with the Services which are derived from the platform and Site and / or generally GS’ “know how” that are reflected in the processes/features object of the Services, unless prior and written authorization from GS.

## 5. Copyright

The entire site's content of the Site is exclusive property of Global Share S.A., except where expressly recognized that it is owned by the providers of any specific information.

The broadcast or publication in any way, mean or form of any material resulting or related to the content of the Site, is prohibited without prior written consent of GS. If any such broadcasting or publication is permitted, the User will have to mention or make reference to the author of the referenced information, and will not be able to modify this material.

The content of this Site, information, writing, software, as well as email addresses, are owned by GS and is protected by international intellectual property laws and / or copyright. Users withdraw from all intellectual property regarding any information submitted to the Site and/or in order that the Services are provided, and grant GS conformity to a royalty-free, and perpetual use.

## 6. Jurisdiction and Applicable Law

These Terms and Conditions, and any matter arising out or related between GS and the User in connection or in any way related to their use of the Site and/or the performance of any Service on which they engage, shall be governed by the laws of Argentina, excluding any law which might otherwise refer to the application of foreign law. Any dispute that may arise between GS and the User in connection or in any way related to these Terms and Conditions and/or their use of the Site and/or the performance of any Service that the User requested using the Site, shall be finally settled under the Rules of



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Arbitration of the General Arbitral Tribunal of the Buenos Aires Stock Exchange Market (“*Tribunal de Arbitraje General de la Bolsa de Comercio de Buenos Aires*”), applying its rules of arbitration based on law (“*arbitraje de derecho*”). The Arbitral Tribunal shall apply Argentine law to all issues in dispute. The Parties waive their right to appeal the award, to the fullest extent permitted by law. The above will not preclude a party to resort to a competent judiciary court seeking precautionary measures, or even in aid of the aforesaid arbitration proceedings.

## 7. No waiver of rights

The delay or omission of GS in demanding the strict fulfillment of these Terms and Conditions will not be able to be interpreted as an express or implied waiver to any of his rights.

## 8. License

GS does not grant the license or authorization of use on their rights of property related to the Site, its contents and/or their Services.

## 9. Partial nullity

The eventual conflicts or invalidity of some of the clauses of the present Terms and Conditions will not affect the validity of the remaining clauses.

## 10. Length of the services

Despite the fact that GS devotes a continued effort in maintaining its Site fully operational and online, the User hereby acknowledges that there are certain factors alien to GS, that can affect (and produce a temporary suspension) the operation and online functioning of the Site (and the Services performed therein). Consequently, the User hereby fully, finally and irrevocably discharge and release GS with any and all liability, in the event the Site is temporarily out of line, in whole or in part.



## 11. Service Termination – Notice Period and Billing

Unless otherwise expressly agreed in the applicable Service Agreement, the Client may terminate the edoxOnline service by providing prior written notice to the Provider. Such termination shall take effect at the end of three (3) consecutive monthly billing cycles following receipt of the Client's written notice.

The Service license fees shall remain payable in full during this notice period, and the Client shall continue to have access to the Services in accordance with this Agreement until the effective date of termination.

For clarity:

The notice period shall commence on the first day of the next billing cycle following receipt of the termination notice, unless otherwise agreed in writing.

No partial-month refunds shall be due unless expressly stated in the Service Agreement.

## 12. T&C Electronic Bill of Lading

By virtue of requesting and/or using the Services, the USER hereby agrees and knowingly adheres to the following:

### 12.1. Minimum\m requirements

12.1.1. Browsers: All Users and Representatives accessing the edoxOnline system through the web interface are required to utilize browsers approved by GS. The current approved browsers are:

- (a) Internet Explorer version 9.0 or higher
- (b) Microsoft EDGE latest version available
- (c) Mozilla Firefox latest version available
- (d) Google Chrome latest version available

12.1.2 All browsers are required to have JavaScript and cookies enabled and pop-ups must be allowed.

12.1.3 Any changes to these requirements shall be implemented and notified in accordance with these T&C.



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12.2 Authentication Tools: If applicable, a User shall only utilize Authentication Tools approved or provided by GS. A User shall not use any hardware cards, tokens or other devices to authenticate to the edoxOnline system which have not been provided, or approved in writing, by GS.

(a) For the eBL feature the current approved Authentication Tool is: Google Authenticator (in accordance with the validation process as defined in the MUG).

12.3 Integration: Users shall use approved integration methods agreed by GS in writing.

### 12.4 Security Issues

12.4.1 Security Procedures: A User is responsible for implementing all necessary and appropriate security procedures and measures at its site to ensure that data transmissions through the User Representative's browsers to the edoxOnline system are protected against unauthorized access, alteration, delay, loss or destruction.

12.4.2 TLS and SSL: Users and all User Representatives accessing the edoxOnline system through a web-browser interface shall ensure that they utilize either Transport Layer Security (TLS) or a Secure Sockets Layer (SSL) connection using the HTTPS protocol to access the edoxOnline system.

12.4.3 Maintain Username and Password Confidentiality and Protect Authentication Tools: Each User shall maintain, and shall ensure that its User Representatives maintain, the security of any Authentication Tools allocated to them and the confidentiality of any username and passwords associated with the edoxOnline system. No Representative Account may be shared by two or more Representatives, and under no circumstances shall a User permit any person other than the User Representative designated under a particular Representative Account to access the edoxOnline system or otherwise use or invoke the username, password or Authentication Tool relating to that Representative Account. Users shall notify GS as soon as reasonably practicable of any known or suspected breach of these provisions and of the need to deactivate any passwords or Authentication Tools (if applicable).