



## **GCT CANADA LIMITED PARTNERSHIP WEB PORTAL TERMS AND CONDITIONS**

### **User Agreement**

GCT Canada Limited Partnership (“**GCT**”) owns and operates this website and web portal (“**Portal**”). As used herein, the terms “you”, “your” and “yours” refer to the user of this Portal and the account holder or entity you represent.

Your continued access and use of this Portal is conditional on your acceptance of and continued compliance with the following terms and conditions. By accessing or using this Portal, you warrant and represent that you are aware of these terms and conditions, and agree to be bound by them. If you do not agree to these terms and conditions, you should not access or otherwise use this Portal.

GCT reserves the right to change, alter, update, supplement and modify all materials, content, and information found on this Portal on an ongoing basis, including but not limited to these terms and conditions.

### **Account and Security**

In order to access the Portal, you will have to create an account. To register for the account you will be required to provide certain information and choose a password and user name. When creating an account, you must provide accurate and complete information. By creating an account, you represent and warrant that the information you provide is true and that you will keep it up to date. You are responsible for maintaining the confidentiality of your password and account and for any and all activities that occur under your account. You agree to notify GCT immediately of any unauthorized use of your account or any other breach of security. GCT will not be liable for any losses you incur as a result of someone else using your password or account, either with or without your knowledge. However, you could be held liable for losses incurred by GCT or another party due to someone else using your account or password. You may never use another's account without permission.

### **Tariff**

GCT publishes publicly its Terminal Services Tariff (as updated and amended from time to time, the “**Tariff**”). The Tariff applies to all terminal services provided by GCT in the Port of Vancouver (including without limitation berthage, breakbulk handling, cargo handling, container services, loading/unloading, demurrage, and handling vessel lines). The Tariff can be found on GCT's website at: <http://globalterminalscanada.com/important-truck-info>. You, on your own behalf and, if you are acting as a freight forwarder, agent or other intermediary, also on behalf of your principal:

- (a) warrant that you are aware of the Tariff; and
- (b) agree to be bound by the terms of the Tariff, except to the extent the Tariff's terms are varied by written agreement with GCT.

### **Payments and Guarantees**

You guarantee that you will pay GCT for all amounts guaranteed and/or payments made under your account. If you are acting as a freight forwarder, agent or other intermediary, you make such guarantee



on your own behalf and on behalf of your principal, the consignee and all others with an interest in the cargo.

### **Abuse**

You agree to not to access the Portal in such a way so as to harm or restrict GCT's ability operate the Portal or another user's ability to use the Portal or in any way abuse the Portal. Without limiting the generality of the foregoing, the use of scripting technologies on the Portal constitutes abuse of the Portal and is strictly prohibited. Improper use or abuse of the Portal may result in the termination or suspension of your account and/or denial of access to GCT's terminals or services.

### **Account Termination**

GCT reserves the right to deny or revoke access to this Portal, or any part thereof, or to otherwise terminate your access to the Portal, at any time in its sole discretion, with or without cause and without notice to you.

### **Access**

While GCT endeavors to ensure that this Portal is available at all times, GCT will not be liable if, for any reason, this Portal is unavailable at any time or for any period.

### **Limitations on Liability**

GCT makes no claim, guarantee, or warranty as to the accuracy of any information, materials, or content found herein or to its appropriateness for the purposes for which you wish to rely on it. Use of this Portal is at your own risk and under no circumstance shall GCT be liable to you, or to any person claiming under or through you, for any loss or damage, including indirect, incidental or consequential loss or damage, howsoever caused, including where caused by the negligence, gross negligence or willful misconduct of GCT or its agents.

### **Indemnity**

You agree to indemnify, and save harmless GCT, its affiliates and subsidiaries, and each of their staff, agents, and contractors from and against all loss, liability, claim, damage, cost and expense (including legal fees and any amounts paid to settle any claim or to satisfy a judgment) arising in relation to: (a) your use of the Portal whether it be direct or indirect; or (b) any and all activities that occur under your account, whether or not authorized by you.

### **Jurisdiction**

These terms and conditions will be governed by and construed in accordance with the laws of British Columbia. By using this Portal, you agree that any and all disputes arising from or relating to these terms and conditions will be subject to the exclusive jurisdiction of the Courts of British Columbia.