



GENERAL TERMS AND CONDITIONS

Your use of this Website or any Service constitutes your agreement with, and undertaking to, Engine Technologies Pte. Ltd. ("Engine", "us", "we", "our", etc.) to be bound by these Terms of Service (these "TOS"). This "Website" means this website (from time to time at <https://engineO64.wpengine.com>) and all web pages, features, content (in whatever form, including Third Party Submissions, as defined below), user interfaces, Service, software and these TOS, provided on or through this website, at any time by Engine or its affiliates. "Service" has the meaning given to it in paragraph 1.1.1. If you do not agree to these TOS, you must cease to use, and leave, this Website and any Services immediately.

1. WHO THESE TOS APPLY TO

These TOS apply to each person:

(a) who uses this Website or a Service, or

(b) who enters into, or has entered into, a User Agreement,

(each such person in paragraph (a) or (b), "you", "your", etc.).

2. LICENCES

2.1. General Access Licence. Without prejudice to any Subscriber Licence, Engine grants you a non-exclusive, non-transferable and not sub-licensable, revocable and limited licence to access those parts of the Website which are freely accessible to the general public, while Engine continues to provide such access (a "General Access Licence"). Under the General Access Licence, subject to paragraph 2.3 (Prohibitions on use), you are permitted solely for personal purposes, and not for any other non-profit use, commercial exploitation or public purpose, to make the following uses of the applicable parts of this Website: (a) access web pages, features and content, and view, copy or print it out, and create derivative works from it; and (b) link to it without removing or obscuring, by framing or otherwise, any portion, including any advertisements, these TOS, any copyright or other notice, and provided you immediately deactivate and discontinue providing any such links if requested by us, and that we may deactivate any such link(s) at our discretion (the uses in paragraphs (a) and (b), "Fair Use").

2.2. Subscriber Licence.

(a) For as long as you are a Free Subscriber, a Premium Subscriber or have any other User Agreement, unless such licence is cancelled, terminated or expires, and subject always to paragraph 2.3 (Prohibitions on use), Engine grants you a non-exclusive, non-transferable and not sub-licensable, revocable and limited licence to make Fair Use of:

(i) if you are a Free Subscriber, such parts of this Website and any Service which we, in our sole discretion, provide for access to all Free Subscribers, while we continue to provide them;

(ii) if you are a Premium Subscriber, this Website and all the Services;

(iii) if you have a User Agreement but are not a Premium Subscriber, such part of this Website and the Services as your User Agreement specifies,

in each case, (i) for your personal purposes, but not for any other non-profit use, and (ii) for the internal purposes of your business in your selling or purchasing of, or trading in, marine fuels, but not for any other commercial exploitation or public purpose.

2.3 Prohibitions on use.

(a) You are not permitted to (and you undertake not to): (i) use this Website except as permitted by your General Access Licence or your Subscriber Licence (if any); and (ii) use any Service except as permitted by your Subscriber Licence (if any).

(b) Without prejudice to the generality of paragraph 2.3(a), you are not permitted in any circumstances (and for any purposes, including personal) to:

(i) use this Website or a Service to set up a competing or equivalent website or service;

(ii) modify, reproduce, republish, distribute, display to any other person, or transmit all or any part of this Website, any Service or any work derivative from any of them;

(iii) decompile, reverse engineer, disassemble, rent, lease, loan, sell, transfer or sub-license all or any part of this Website, any Service or any work derivative from any of them;

(iv) in any interactive areas of this Website or a Service, advertise, promote or solicit for goods, services or funds or solicit for others to become members of any person;

(v) read or rely on this Website or any Service as technical, legal, tax, accounting, investment or any other advice from us to you, or as any advice from us to you regarding the profitability or suitability of any security, asset, purchase or investment;

(vi) use a network monitoring or discovery software to determine the Website's or a Service's architecture, or to extract information about its usage, individual identities or users;

(vii) use a robot, spider, other automatic software or device, or manual process to monitor or copy this all or any part of this Website or a Service;

(viii) use this Website, or a Service, or work derivative from any of them, to transmit false, misleading, fraudulent or illegal communications; or

(ix) in any interactive areas of this Website or a Service, post, publish, upload or distribute anything unlawful or abusive, including any statements or information which is defamatory, libellous, pornographic, obscene, threatening, invasive of privacy or publicity rights, inclusive of hate speech, or which constitutes or encourages violence, self-harm or any criminal activity, or which infringes on the rights of any person, or causes us or you to incur any liability or to violate any applicable law.

3. CANCELLATION, EXPIRY AND RENEWAL

3.1 You may cancel your Subscriber Licence (if any) by written request, which (if you are a Premium Subscriber) must be in accordance with paragraph 3.3. A request to delete your account shall be read as including a request to cancel your Subscriber Licence. If you cease to be a Premium Subscriber, we may (but shall be under no obligation to) grant you a Subscriber Licence as a Free Subscriber.

3.2 We may at any time, for any reason in our discretion, immediately and with or without notice: (a) discontinue or change any part of this Website or a Service; and (b) cancel your General Access Licence or, if you are a Free Subscriber or a Premium Subscriber for a trial period only, your Subscriber Licence.

3.3 Without prejudice to paragraph 3.2, if you are a Premium Subscriber:

(a) for a trial period, then, unless you agree or have agreed to become a Premium Subscriber for any paid subscription period starting after the trial period, your Subscriber Licence shall automatically expire without renewal at the end of your trial period, and you and we shall also each have a right to cancel your Subscriber Licence, effective immediately, by notice of cancellation at any time; or

(b) who agrees or has agreed to become a Premium Subscriber for a paid subscription period, your Subscriber Licence will continue for the duration of such period without cancellation, and shall expire automatically (without requirement for notice) after the final day of each paid subscription period, unless renewed for a further paid subscription period by a written agreement between us.

3.4 We shall be under no obligation to compensate you for cancellation of a General Access Licence or a Subscriber Licence, or discontinuation or change in this Website or any Service. Refunds to Premium Subscribers of prepaid fees will be at our sole discretion.

3.5 Any request to cancel, or a cancellation of, a General Access Licence or a Subscriber Licence shall not affect the obligations accrued on or before it.

4. TERMINATION

4.1 Without prejudice to paragraph 3.2, (a) we shall have the right to terminate your General Access Licence, Subscriber Licence and/or any other Licence Document for a breach of any of them; and (b) in addition, we shall have the right to terminate your General Licence, Subscriber Licence and/or any other Licence Document: (i) for any material breach of applicable laws, rules or regulations by you, or any of your directors, officers or employees, (ii) if you repudiate, or evince an intention to repudiate (including, challenge the validity of any term of) any Licence Document; or (iii) if we believe that you are in breach of the terms of your licence (such as, paragraphs 2.3 (Prohibitions on use) or 6 (Intellectual property)) and you do not, promptly upon request, provide us with evidence, reasonably satisfactory to us, of your full compliance.

4.2 If you are a Premium Subscriber, we will not however terminate your Subscriber Licence for failure to pay an agreed fee by its due date (including, in respect of a renewing paid subscription period), unless we give you five (5) days' prior notice, and you fail or refuse to rectify your failure within that time or you otherwise repudiate (including, challenge the validity of) your payment obligation.

4.3 Any termination of a General Access Licence, a Subscriber Licence and/or User Agreement shall not affect the obligations accrued on or before it.

5. FEES

5.1 For each paid subscription period to the Services, you shall pay us the agreed fee by its due date (which, if not otherwise agreed, shall be within fourteen (14) days from the date of our invoice).

5.2 Any fee payable to us for a Subscriber Licence shall be: (a) paid in full in one instalment, without deduction, withholding or counterclaim; (b) increased by any amount of value added or goods and services tax that we are required to collect or pay in respect of it; (c) increased by an amount of any bank transfer charges; and (d) non-refundable.

5.3 Any amount of fees not paid by its due date shall accrue interest at the rate of two per cent (2%) per month, pro rata for less than a month, and shall be payable on first demand.

6. INTELLECTUAL PROPERTY

6.1 Except as expressly and specifically provided to the contrary, nothing in these TOS or any User Agreement shall be read as conferring on you or any third party any licence or right, including any intellectual property right, in this Website, any Service or any work derivative from any of them. Our marks, symbols and logos on this Website and in any Service, such as ENGINE (ENGINE), are trade marks and service marks of Engine (including, registered trade marks) and/or used under licence.

6.2 You grant to us an irrevocable, non-exclusive, royalty-free, perpetual, worldwide licence to use, authorise use of and have used on our behalf (a "Submissions Licence") any ideas, expression of ideas, text, graphics, messages, links, data, information and other materials you submit to us, or to this Website or via a Service (collectively, "Submissions"). The Submissions Licence shall include the right to make, use, sell, reproduce, publish, modify, adapt, prepare derivative works from, combine with other works, translate, distribute, display, perform and sublicense Submissions in any form, medium, or technology now known or hereafter developed.

6.3 Upon making any Submissions, you warrant (and undertake to ensure) that such Submissions: (i) are your original works or that the owner of such works has expressly granted to you a licence at least as permissive as the Submissions Licence, or has granted to us a licence on terms at least as favourable as the Submissions Licence; and (ii) do not violate and will not violate the rights of any third party including any right of publicity, right of privacy, copyright, patent or other intellectual property right or any proprietary right.

6.4 By making any Submissions, you acknowledge and agree that we may create our own ideas that may be, or may obtain submissions that may be, similar or identical to the Submissions. You agree, warrant and undertake that you, or any third party, shall have no recourse against us for any alleged or actual infringement or misappropriation of any proprietary or other right in the Submissions.

6.5 We may (but have no obligation to): (a) delete any Submissions at any time for any reason without permission from you; (b) monitor or screen such Submissions. You shall have no right or recourse against us in respect of our acts or omissions pursuant to this paragraph 6.5.

7. DISCLAIMERS

7.1 (A) THIS WEBSITE AND EACH SERVICE IS PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS; (B) WE DISCLAIM ANY AND ALL REPRESENTATIONS AND WARRANTIES CONNECTED IN ANY WAY WITH THIS WEBSITE OR ANY SERVICE, INCLUDING ANY WARRANTIES OF OUR REASONABLE CARE OR SKILL, OUR TITLE, SATISFACTORY QUALITY, FITNESS FOR ANY PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS; (C) WE FURTHER DISCLAIM ANY AND ALL REPRESENTATIONS AND WARRANTIES THAT THIS WEBSITE OR ANY SERVICE IS OR WILL BE ERROR-FREE, TRUE, ACCURATE, COMPLETE, UP-TO-DATE, RELIABLE, FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT ANY SUCH MATTER WILL BE RECTIFIED; AND (D) WE DISCLAIM ALL RESPONSIBILITY FOR ANY LOSS, INJURY (OTHER THAN PERSONAL INJURY OR DEATH CAUSED BY NEGLIGENCE), CLAIM, LIABILITY OR DAMAGE OF ANY KIND RESULTING FROM, ARISING OUT OF OR IN ANY WAY RELATED TO (I) ANY OF THE AFOREMENTIONED MATTERS; (II) ANY ERRORS IN OR OMISSIONS ON THIS WEBSITE OR ANY SERVICE, INCLUDING TECHNICAL INACCURACIES AND TYPOGRAPHICAL ERRORS, (III) THIRD PARTY SUBMISSIONS, (IV) ANY THIRD PARTY SITES (AS DEFINED IN PARAGRAPH 7.3), CONTENT OR SERVICES DIRECTLY OR INDIRECTLY LINKED TO FROM THIS WEBSITE, (V) THE COMPLETE OR PARTIAL UNAVAILABILITY OF THIS WEBSITE OR ANY SERVICE, (VI) YOUR USE OF THIS WEBSITE OR ANY SERVICE, OR (VII) YOUR USE OF ANY EQUIPMENT OR SOFTWARE IN CONNECTION WITH THIS WEBSITE OR ANY SERVICE.

7.2 WITHOUT PREJUDICE TO THE GENERALITY OF PARAGRAPH 7.1: (A) WE SHALL NOT BE LIABLE TO YOU FOR ANY LOSS, INJURY (OTHER THAN PERSONAL INJURY OR DEATH CAUSED BY NEGLIGENCE), CLAIM, LIABILITY, OR DAMAGE OF ANY KIND RESULTING FROM YOUR USE OF THIS WEBSITE OR ANY SERVICE; (B) WE SHALL NOT BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOSS OF PROFIT, LOSS OF OPPORTUNITY, LOSS OF BUSINESS, LOSS OF GOODWILL OR LEGAL FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE USE OF OR INABILITY TO USE THIS WEBSITE OR ANY SERVICE; (C) TO THE EXTENT THE FOREGOING LIMITATION OF LIABILITY IS PROHIBITED OR FAILS OF ITS ESSENTIAL PURPOSE, OUR SOLE OBLIGATION TO YOU FOR DAMAGES (HOWEVER DESCRIBED OR ARISING) SHALL BE LIMITED TO UNITED STATES DOLLARS ONE HUNDRED (USD 100) OR THE MINIMUM LIMIT OF OUR LIABILITY TO YOU THAT IS NOT PROHIBITED UNDER APPLICABLE LAW, WHICHEVER IS THE GREATER.

7.3 The content of other websites, services, goods, or advertisements ("Third Party Sites") that may be linked to from this Website or from a Service is not maintained or controlled by us, and our provision of links to Third Party Sites is not an endorsement of any information, product or service that is offered on or reached through them. Paragraphs 7.1 and 7.2 shall apply, with any necessary amendments, in respect our responsibility for any Third Party Sites and Third Party Submissions.

7.4 If you use this Website or a Service pursuant to a Subscriber Licence, you acknowledge and agree that you are a business user on behalf of your organisation, and you (and we) confirm our intention to opt out of the requirements of the E-Commerce Regulations 2002, as amended or re-enacted.

7.5 The provisions of paragraph 7 (Disclaimers) shall apply for our benefit, and (with any necessary amendments) for the benefit of our affiliates and our and their respective officers, directors, employees, agents and licensors (other than licensors under a Submissions Licence). Each such person shall have a right to (on its own behalf) assert and enforce the terms of paragraph 7 (Disclaimers) directly against you.

8. USER ACCOUNTS

8.1 In connection with your access to this Website or a Service, we may allow or require you to submit your personal, business and/or professional details to us (such as, by email, through an online enquiry form or in the account registration process). By submitting such details or otherwise registering an account with us (including, as a Free Subscriber), you warrant that: (a) you have read, understood and you agree to these TOS and our Privacy & Cookie Policy; and (b) any details provided are true, accurate, complete and up-to-date.

8.2 A username and password are personal to the individual registering the account, must not be shared with anyone else, including with your employer, business or principal, and must not be registered to any shared email address. We will however consider requests to transfer, free of charge, a user account to a new individual acting for the same employer, business or principal. You undertake to: (i) inform us of any material changes to the details you have provided to us (including, if you change the employer, business or principal you are working for), (ii) immediately upon changing the employer, business or principal you are working for, cease using your account, unless it is solely your personal account with us, and (iii) keep your username and password for access to this Website and any Service safe and confidential, and not to share your username or password with any person or allow any person access to this Website or any Service using your account.

8.3 A request to delete or transfer your account must be made to us in writing and shall be irrevocable. We may suspend your account instead of deleting it to comply with applicable laws or our corporate retention policy. Requests to delete or stop processing personal data are subject to our Privacy & Cookie Policy.

8.4 If you are a Free Subscriber or a Premium Subscriber for a trial period only, or (at any time) you are in breach of a Licence Document, or (at any time) after your Subscriber Licence as a Free Subscriber or a Premium Subscriber is cancelled or terminated, we shall have the right to immediately or at any time delete or suspend your account with us, including to remove your access, with or without notice.

8.5 Our deletion or suspension of your account shall be without prejudice to any of our other rights under the Licence Documents. We shall be under no obligation to compensate you for deleting or suspending your account with us.

9. INDEMNITY

9.1. You agree to indemnify, defend and hold us, our affiliates, and our and their respective officers, directors, employees, agents and licensors (other than licensors under a Submissions Licence) harmless from and against all claims, losses, expenses, damages and costs, including legal fees on a full indemnity basis, resulting from any of the following acts or omissions by you or by any person acting on your behalf or accessing this Website or a Service through your account with us: (a) any violation of these TOS, or of the terms of your General Access Licence or your Subscriber Licence, or of the terms of any Licence Document with us (if any); or (b) any violation of your or our Submissions Licence; or (c) the making of any Submissions. You shall, promptly upon request and at your own cost, provide us with all reasonable assistance we may request (including, to bring proceedings in your name) to protect or enforce any of our rights set out in paragraphs 2.3 (Prohibitions on use) or 6 (Intellectual property).

9.2. The provisions of paragraph 9 (Indemnity) shall apply for our benefit, and (with any necessary amendments) for the benefit of our affiliates and our and their respective officers, directors, employees, agents and licensors (other than of a Submissions Licence). Each such person shall have a right to (on its own behalf) assert and enforce the terms of paragraph 9 (Indemnity) directly against you.

10. PRIVACY AND COOKIES

Your use of this Website and any Service is subject to our Privacy & Cookie Policy

11. INTERPRETATION; MISCELLANEOUS

11.1 In these TOS and any User Agreement, a reference to:

(a) "Free Subscriber" means a person who registers and who continues to have an account with us in accordance with paragraph 8 but who is not a Premium Subscriber, and excluding any suspended accounts;

(b) "including" and "such as" are to be read without limitation;

(c) "Last Update" has the meaning given to it in paragraph 11.6;

(d) "Licence Documents" has the meaning given to it in paragraph 11.4;

(e) "person" includes an individual, firm, body corporate, government, state, agency of a state, association, trust, partnership or other entity, whether or not having a separate legal personality;

(f) "Premium Subscriber" means, for as long as that subscription period continues, a person: (a) to whom we have granted a trial period to the Services; or (b) with whom we have agreed a fee for a paid subscription period to the Services and who pays such fee in full by its due date, or within any applicable grace period;

(g) "Privacy & Cookie Policy" means our privacy and cookie policy, from time to time at <https://engine064.wpengine.com/privacy-policy>;

(h) "Service" means any of our subscriber services for the time being, whether paid for or not, that are not freely accessible to the general public (and which we make accessible pursuant to your registration with us), including Engine platform for marine fuel (from time to time at: <https://engine064.wpengine.com> and/or <https://trade.engine.online>), Engine mobile applications linked from this Website, and any other service referred to as such in your User Agreement (if any);

(i) "Subscriber Licence" is to any unexpired, not cancelled and not terminated licence you may have pursuant to your User Agreement or these TOS (including, under paragraph 2.2 (Subscriber Licence)), but excluding a General Access Licence; and

(j) "Third Party Submissions" means any ideas, expression of ideas, text, graphics, messages, links, data, information and other materials any third party submits to this Website or via a Service;

(k) "use" includes any of accessing, linking to, quoting, processing, receiving, any other act or omission referred to in these TOS, and any other use whatsoever;

(l) "User Agreement" is to any unexpired, not cancelled and not terminated written agreement (including by e-mail) you may have with Engine, whether pre-dating the Last Update or not, additional to these TOS and to any registration of a Free Subscriber account, setting out the terms and conditions of your access to the Services (or to any of them), including as may be set out in any confirmation note we issue to you; and

(m) "you", "your", etc., shall if a person's use of this Website or a Service is connected with any professional, business or commercial exploitation or activity, or any non-profit (other than personal) or public activity, in each case that is not specifically permitted under a Subscriber Licence, include such person's employers, business, non-profit entity or other principal, and all such persons' obligations to Engine under these TOS shall be joint and several.

11.2 Headings are for ease of reference and shall not influence the interpretation of these TOS or any User Agreement.

11.3 These TOS: (a) were formerly known as "Terms and Conditions of Customer Portal Use", (b) represent a version of "Terms and Conditions of Customer Portal Use" revised and implemented pursuant to clause 8 (Revision of Terms and Conditions) set out in them, and (c) terminate any licences you may have from us, other than the General Access Licence, your Subscriber Licence and any licence amended and restated into the form of either of them.

11.4 These TOS, your User Agreement with us (if any), your General Access Licence, your Subscriber Licence, any Submissions Licence you granted to us, and our Privacy & Cookie Policy (collectively, and including any other document with you we designate as such in writing, in each case as amended, supplemented and/or restated from time to time, the "Licence Documents") constitute your entire agreement with us (and supersede all rights, licences and obligations existing between you and us before the Last Update) with respect to your use of this Website or any Service, or with respect to any other subject matter of the Licence Documents. To the extent of any conflict between them, the terms of the Licence Documents listed earlier shall prevail over the terms of any Licence Documents listed later, in the following order: (1) your User Agreement (if any), (2) these TOS, (3) any other document with you we designate as a Licence Document; (4) your Submissions Licence to us, (5) your Subscriber Licence, (6) your General Access Licence, and (7) our Privacy & Cookie Policy.

11.5 If any term of the Licence Documents is determined under applicable law by a court or other authority of competent jurisdiction to be illegal, unlawful, void or unenforceable, then such term shall be deemed severed from the other terms of the Licence Documents, which shall continue in full force and effect.

11.6 We shall, and you agree that we, have the right to update and change the Licence Documents, however fundamentally, at any time, without notice. Updated versions of these TOS and our Privacy & Cookie Policy will appear on this Website or on any Service from time to time and shall be effective immediately at publishing (including to amend, supplement and/or restate the Licence Documents and any rights or obligations between you and us in respect of events and circumstances occurring or existing before the date of update, and each most recent update, a "Last Update"). You are responsible for regularly reviewing these TOS and our Privacy & Cookie Policy. Your continued access to or any other use of this Website or a Service constitutes your irrevocable and unconditional acceptance of the Licence Documents, as amended, supplemented and/or restated at the Last Update. To be effective, any amendment or supplement to, or waiver of any of our rights under, a Licence Document that is not made by publication on this Website or a Service in accordance with this paragraph 6 must be made in writing and executed by our authorised signatory.

11.7 You shall have no right to assign, transfer, sub-licence or sub-participate any of your rights under any Licence Document. We may freely assign or transfer all of our rights and/or obligations under the Licence Documents (or any of them) without your consent, and (if we do so) we will give you notice on this Website or via a Service.

12. GOVERNING LAW AND JURISDICTION

12.1 These TOS, any User Agreement, any other Licence Documents, and any non-contractual obligations arising out of or in connection with any of them, shall be governed by and construed in accordance English law.

12.2 The courts of England shall have exclusive jurisdiction to settle any dispute or claims which may arise under or in connection with these TOS, any User Agreement or any other Licence Documents, including non-contractual disputes or claims ("Disputes"). You agree that the courts of England are the most appropriate and convenient courts to settle any Disputes and, accordingly, you shall not argue to the contrary.

12.3 Paragraph 12.2 is solely for our benefit. You agree that we shall not be prevented from, in our discretion, referring any Disputes to be resolved by arbitration under the Rules of the LCIA, in which case such Disputes shall be, as applicable, referred or transferred to, and finally resolved, by arbitration. Any such arbitration shall be conducted in accordance with the Arbitration Act 1996, as amended and/or re-enacted from time to time, except as necessary to give effect to the Rules of the LCIA and this paragraph 12.3. The number of arbitrators shall be three (3). The seat, or legal place, of arbitration shall be London, England. The language to be used in the arbitration shall be English.

Last Updated: 3 February 2023