

Terminal Marketplace and TankTerminals.com Terms and Conditions

1. Subscriptions

- 1.1 ENFX B.v. (“ENFX”) has developed, operates and maintains both (a) a worldwide interactive electronic platform on which participants can list and seek services for terminal storage capacity for crude, refined petroleum products and other liquid bulk commodities (collectively “Products”) and related services (the “Terminal Marketplace”) and (b) an online, global database of information (and related services) pertaining to terminals that store Products (“TankTerminals.com”; Terminal Marketplace and TankTerminals.com, collectively, the “Platforms”).
- 1.2 By accessing and using the Platforms pursuant to a subscription purchased from ENFX, a user (the “Subscriber”) agrees to these Terms and Conditions and any updates, modifications or amendments thereto.
- 1.3 ENFX hereby licenses to the Subscriber, and shall make the Platforms available to the Subscriber, for the Subscriber, in its sole discretion, to (a) access data concerning Product storage terminals, (b) access available tank storage capacity and related services listed by third parties and (c) list any available tank storage capacity and related services, including, but not limited to, thruputting, blending, rack loading, additive and other services, at the Subscriber’s Terminals (individually and collectively, the “Subscriber Terminal Services”). The Subscriber shall have no obligation to use or participate in the Platforms and no liability for any items resulting from outdated or incorrect information, errors or defects in the Platforms.
- 1.4 The Subscriber represents and warrants that it has the authority to use the Platforms, including, but not limited to, the authority to make and accept offers to buy and purchase terminal capacity for liquid bulk commodities.
- 1.5 ENFX may at any time change these Terms and Conditions by providing prior written notice of such change to users of the Platforms.
- 1.6 In no event shall the Subscriber be obligated to provide any listings on the Terminal Marketplace or to proceed with or enter into any agreement or transaction with any customers relating thereto. Unless and until a written agreement relating to a potential transaction is mutually agreed to in writing by the Subscriber and the customer and executed by each party’s duly authorized representative, neither the Subscriber nor the customer shall have any obligations with respect thereto.
- 1.7 In addition to the Subscriber’s participation in the Terminal Marketplace, ENFX will also provide the Subscriber with access to its browser-based TankTerminals.com platform, which can be viewed at <https://tankterminals.com>. Such access shall be subject to a subscription whose terms and conditions are set forth in Part 2 and 3 below.
- 1.8 Nothing in this Agreement shall be construed in any way as creating an exclusive relationship between the **Subscriber** and ENFX. Neither party shall be obligated to refrain

from entering into any agreement, negotiation or transaction with any third party, including, without limitation, any person or entity engaged in the same or similar line of business as the other party.

2. Terminal Marketplace Terms of Service

- 2.1. By using the Terminal Marketplace to make an offer to purchase or sell terminal capacity, to accept an offer or to make a counteroffer, the Subscriber agrees that:
- (a) the Subscriber has the right to pre-approve or reject any counterparties using Terminal Marketplace capabilities, which will define who can see the Subscriber Listings for the Subscriber Terminal Services;
 - (b) the identity of the parties making offers to purchase and sell terminal capacity will be anonymous until an offer has been accepted, after which a confirmation of the transaction will be sent by email to the buyer and seller (which will include the identity of each party and material terms of the transaction);
 - (c) an accepted offer to sell or purchase terminal capacity will be a binding agreement between the buyer and seller; *provided, however*, that either party may rescind the transaction by written notice to the other party and ENFX within fourteen (14) days after the confirmation for such transaction has been sent to the parties, *provided, further*, that the parties may mutually agree in writing to a different rescission period;
 - (d) any transfer of terminal capacity by Subscriber shall comply with all applicable laws and the rules of the applicable terminal; and
 - (e) any documentation needed to complete an accepted offer shall be on customary and reasonable terms.

3 TankTerminals.com Terms of Service

- 3.1 EXFX grants the Subscriber access to TankTerminals.com solely for its own use.
- 3.2 Unless the Subscriber receives the prior written consent of ENFX, the Subscriber may not:
- (a) Share any data or other information that it has retrieved from TankTerminals.com (“TankTerminals.com Data”);
 - (b) publish TankTerminals.com Data; or
 - (c) make TankTerminals.com Data available to third-parties other than its consultants, advisors, attorneys and agents, subject to Part 5 below.
- 3.3 the Subscriber’s use of TankTerminals.com is at all times subject to Part 6 below.

3.4 If ENFX authorizes the Subscriber to publicly use TankTerminals.com Data, subject to Section 3.2 above, then any such use shall be accompanied by a statement that names “TankTerminals.com” as the source of that TankTerminals.com Data.

4. Security of the Platforms

4.1 Any username and/or password generated by ENFX may only be used by the individual Subscriber employee for whom ENFX generated such username and/or password.

4.2 If a username and/or the password is acquired by an unauthorized third-party through loss, theft or any other cause, then the Subscriber must report this incident to ENFX immediately after discovery.

4.3 ENFX may immediately deny the Subscriber access to TankTerminals.com if, in ENFX’s sole discretion, the Subscriber disrupts or threatens to disrupt the normal use of the Platforms or otherwise acts in violation of the interests of ENFX and/or other subscribers.

4.4 For the sake of the Subscriber’s convenience, the Subscriber consents to ENFX using “cookies” from which the Subscribers can be recognized in case they visit the Website and/or TankTerminals.com repeatedly.

5. Fees and Payment.

5.1 The Subscriber will pay the applicable fees that are set forth the License Agreement between ENFX and the Subscriber (the “Fees”).

5.3 There is no fee for the Subscriber to access, or to list terminal storage capacity on, the Terminal Marketplace.

6. Intellectual Property and Confidential Information.

6.1 ENFX owns or licenses all worldwide rights, title and interest (including all proprietary and intellectual property rights) in and to data and distributed products (including, but not limited to, data provided by TankTerminals.com). All data, information and/or intellectual property that is contained in, or part of, reports, services and/or products distributed by ENFX are solely the property of the ENFX, PortStorage Group b.v. and/or Matrix Terminal Marketplace LLC (collectively, the “Companies”) and are either protected by copyright law or otherwise proprietary to the Companies. Any alteration, revision, unauthorized use, duplication, reverse engineering, redistribution or disclosure of either data (including, but not limited to, copyrighted material) or products is prohibited. ENFX must give its prior written consent to any distribution of the information to third parties by the Subscriber, its affiliates, subsidiaries or assignees.

6.2 Subscriber will hold all information regarding the Platforms and all related technologies that is disclosed to Subscriber (“Confidential Information”) in strict confidence, and Subscriber will use any such information for any purpose other than to use the Platforms to (a) obtain data concerning terminals that store Products and/or (b) make or accept offers to purchase or sell capacity in terminals that store Products.

6.3 Subscriber will not share or disclose any Confidential Information to any other person or entity (excluding information that has been publicly available (other than due to Subscriber’s breach of these Terms and Conditions) and information shared with employees and affiliated persons and entities that (a) need access to such information for Subscriber to participate in the Platforms, and (b) maintain the confidentiality of such information).

7. **Indemnity and Limitation of Liability, Force Majeure**

7.1 The Companies and any of the Companies’ officers, directors, employees, managers, agents or representatives (each, a “Platform Party” and, collectively, the “Platform Parties”) shall neither

(x) guarantee, or

(y) have any liability or obligation to any person or entity for

any costs, expenses, damages, liabilities or losses incurred or suffered by such person or entity as a result of, or in connection with:

(a) The access or use of (or inability to access or use) the Platforms;

(b) the accuracy or completeness of any information, data services or communications;

(c) the operation of the Platforms (including any error, defect or malfunction with, or any unavailability of, the Platforms);

(d) in respect of Terminal Marketplace, any failure to complete an accepted offer;

(e) any damage or loss whatsoever that may result from inaccurate, incomplete, unreliable data or services; or

(f) any damage or loss whatsoever which results directly or indirectly from viruses, the improper and incomplete transmission of any data or other information, the interception of any data or information, nor for any delay in the receipt of such data or information.

7.2 The Platform Parties have no obligation to operate or update the Platforms or to correct any errors or defects in the Platforms.

7.3 Any liability of the Platform Parties to the Subscriber shall not collectively exceed the total amount of any fees or costs paid by the Subscriber to ENFX prior to the date on which the claim for liability arose.