



TERMS OF USE

Last modified: January 11, 2019

ACCEPTANCE OF THE TERMS OF USE

These terms of use are entered into by and between You and Eastern Shipping Worldwide, Inc. (“Eastern” “we,” or “us”). The following terms and conditions (the “Terms of Use”) govern your access to and use of this website www.easternworldwide.com (the “Website” or “Site”), including any content, functionality, and services offered on or through the Website.

Please read the Terms of Use carefully before using the Website. By using the Website, you accept and agree to be bound and abide by these Terms of Use. If you do not want to agree to these Terms of Use, you must not access or use this Website.

CHANGES & UPDATES

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them.

Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

SITE CONTENT, OWNERSHIP, LIMITED LICENSE

The Site contains a variety of: (i) materials and other items relating to Eastern and its products and services, including all text, images, designs, illustrations, photographs, audio and video clips, music, interactive features, the “look and feel” of the Site, and the compilation, assembly, and arrangement of the materials of the Site and any and



all copyrightable material; (ii) trademarks, logos, trade names, service marks, and trade identities of various parties, including those of Eastern (collectively, “Trademarks”); and (iii) other forms of intellectual property (all of the foregoing, collectively “Content”).

The Site and the Content are owned and/or controlled by Eastern and our licensors and other third parties. All right, title, and interest in and to the Content is the property of Eastern or our licensors or other third parties and is protected by U.S. and international copyright, trademark, patent, or other intellectual property rights and laws to the fullest extent possible.

Subject to your strict compliance with these Terms and any additional terms, Eastern grants you a limited, non-exclusive, revocable, non-assignable, and non-transferable license to download, display, view, use, and/or play the Content on a personal computer, mobile phone or other wireless device, or other Internet enabled device (each, a “Device”), and/or print a copy of the Content for your personal, non-commercial use only. The foregoing limited license: (i) does not give you any ownership of, or any other intellectual property interest in, any Content, and (ii) may be immediately suspended or terminated for any reason, in Eastern’s sole discretion, and without advance notice or liability. In some instances, we may permit you to have greater access to and use of Content, subject to certain additional terms.

ACCESS AND USE OF THE WEBSITE

We reserve the right to withdraw or amend this Website, and any service or material we provide on the Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users, including registered users.



To access the Website or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website that all the information you provide on the Website is correct, current, and complete. You agree that all information you provide to register with this Website or otherwise, including but not limited to through the use of any interactive features on the Website, is governed by these Terms of Use, and you consent to all actions we take with respect to your information consistent with our Terms of Use.

If you choose, or are provided with, a user name, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Website or portions of it using your user name, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password, or other identifier, whether chosen by you or provided by us, at any time if, in our opinion, you have violated any provision of these Terms of Use.

PROHIBITED USES

You may use the Website only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Website:



- In any way that violates any applicable federal, state, local, or international law or regulation.



- To transmit, or procure the sending of, any advertising or promotional material, including any junk mail, chain letter, spam, or any other similar solicitation.
- To impersonate or attempt to impersonate Eastern, an Eastern employee, or any other person or entity (including, without limitation, by using email addresses associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm Eastern or users of the Website or expose them to liability.
- Otherwise attempt to interfere with the proper working of the Website.

INTELLECTUAL PROPERTY RIGHTS

The Website and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, audio, and the design, selection, and arrangement thereof) are owned by Eastern, our licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

The terms EASTERN, EASTERN SHIPPING WORLDWIDE, , , and other marks and logos containing any of the foregoing, are all trademarks of Eastern and are protected under federal and state laws. You must not use such marks without the prior written permission of Eastern. All other marks and logos appearing on this Website (including those third party vendors and distributors) are the property of their respective owners.

You may not copy, reproduce, distribute, transmit, modify, link to or from, frame, or otherwise exploit our Website or its content in any manner or by any means without our prior expressed written permission. You may print or download content on our Website for your personal, non-commercial use only, provided that you keep intact all



copyright, trademarks and other proprietary notices contained in or accompanying such content. Other than this limited right to use such content, no other rights in or to the Website or any content on the Website is granted to you, and all rights not expressly granted are reserved by Eastern.

DISCLAIMERS

YOUR USE OF THE WEBSITE, ITS CONTENT, ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. UNDER NO CIRCUMSTANCES WILL YOU HOLD EASTERN, OR ANY OF OUR AFFILIATES, LIABLE FOR ANY ERRORS OR OMISSIONS IN ANY CONTENT ON OUR WEBSITE OR FOR ANY LOSS OR DAMAGES RESULTING FROM YOUR USE OF OR RELIANCE ON ANY CONTENT ON OUR WEBSITE. THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER EASTERN NOR ANY PERSON ASSOCIATED WITH EASTERN MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE WEBSITE.

TO THE FULLEST EXTENT PROVIDED BY LAW, EASTERN HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

LIMITATION OF LIABILITY

You acknowledge and agree that under no circumstances will Eastern or any of our affiliates be liable under contract, tort, negligence, strict liability or any other legal or equitable theory, with respect to any claims or damages (whether direct or indirect, special, incidental, consequential or punitive) resulting from your access or use of (or



inability to access or use) our Website or its content, even if Eastern and our affiliates have been advised of the possibility of such claims or damages.

INDEMNIFICATION

You agree to defend, indemnify and hold harmless Eastern and our affiliates, officers, directors, employees and contractors from and against any demands, claims, damages, liabilities, judgments, awards, losses, costs, expenses or harms, including attorneys' fees, arising in connection with your use of this Website, online conduct, User Content submitted by you, breach of these Terms of Use, or dealings or transactions with other persons resulting from use of this Website.

GOVERNING LAW

The Terms and Conditions set forth herein shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to its conflicts of laws rules, and any dispute shall be resolved in state or federal court in the State of Illinois.

ARBITRATION AND CLASS ACTION WAIVER

This agreement to arbitrate is intended to be broadly interpreted, and expressly includes claims brought under the Telephone Consumer Protection Act, 47 U.S.C. § 227 et seq., or any other statute, regulation, or legal or equitable theory. You and Eastern hereby agree that the Federal Arbitration Act, 9 U.S.C. § 1, et seq. ("FAA") applies to this agreement to arbitrate, and governs all questions of whether a dispute is subject to arbitration. Unless you and we agree otherwise in writing, arbitration shall be administered by the American Arbitration Association's Consumer Arbitration Rules in effect at the time of filing of the arbitration (the "AAA's Rules"). However, just as a court would, the arbitrator or arbitrators must honor the terms and limitations in this Agreement, and can award damages and relief (including any attorneys' fees) authorized by law and/or the AAA's Rules. The arbitration decision and award is final and binding, with some exceptions under the FAA, and judgment on the award may be



entered in any court of competent jurisdiction. YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND EASTERN ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY AND THE RIGHT TO PARTICIPATE IN ANY CLASS, REPRESENTATIVE, OR COLLECTIVE PROCEEDING.

THIS AGREEMENT DOES NOT ALLOW FOR CLASS ARBITRATIONS EVEN IF THE PROCEDURES OR RULES OF THE AAA WOULD. RATHER, YOU AND WE ARE ONLY ENTITLED TO PURSUE ARBITRATION ON AN INDIVIDUAL, BILATERAL BASIS. FURTHER, AND UNLESS YOU AND EASTERN AGREE OTHERWISE IN WRITING, THE ARBITRATOR(S) MAY NOT CONSOLIDATE MORE THAN ONE INDIVIDUAL PARTY'S CLAIMS WITH ANY OTHER PARTY'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR COLLECTIVE PROCEEDING.

You and Eastern are each responsible for our respective costs relating to counsel, experts, and witnesses, as well as any other costs relating to the arbitration. Eastern, however, will pay for the arbitration administrative or filing fees, including the arbitrator and/or other AAA case management fees, for any claim seeking \$75,000 or less, unless the claim is determined by the arbitrator to be frivolous. Otherwise, the AAA's Rules regarding costs and payment apply.

This agreement to arbitrate does not preclude you from bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against us on your behalf.

WAIVER AND SEVERABILITY

No waiver by Eastern of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Eastern to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.



If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, the remaining provisions shall continue in full force and effect.

If application of this provision should materially and adversely affect the economic substance of the transactions contemplated hereby, the party adversely impacted shall be entitled to compensation for such adverse impact, provided the reason for the invalidity or unenforceability of a term is not due to serious misconduct by the party seeking such compensation.