

# ebirr Terms of Service

Welcome to ebirr! When you use ebirr services, you trust us with your information. This Privacy Policy is meant to help you understand what data we collect and what we do with it. We hope you would take time to read it carefully.

## Terms of Service

Last updated: February 12, 2019

Welcome to ebirr ([www.ebirr.com](http://www.ebirr.com)) which is operated by ebirr trading plc. ebirr is a cloud service in the field of international Freight Forwarding. By using or visiting this Site you signify your assent to these Terms. These Terms apply to all users of the Site. If you do not agree to these Terms then please do not access or otherwise use the Site. You hereby acknowledge and accept that the Company may revise, edit, amend and/or alter in any way the conditions of these Terms at any time by simply updating and re-posting revised Terms to the Site. Such revisions, changes or amendments shall be based upon the sole discretion of the Company.

You may not access the Services if you are our direct competitor, except with our prior written consent. In addition, you may not access the Services for the purpose of monitoring their availability performance of functionality or for any other benchmarking or competitive purposes. The Services are intended for legal entities and individuals aged 18 years or older.

### 1.

**FREE TRIAL** — If You register on our Site for a free trial, We will make the Services available to You on a trial basis free of charge until the earlier of (a) the end of the free trial period for which You registered or are registering to use the applicable Service or (b) the start date of any Purchased Services ordered by You. Additional trial terms and conditions may appear on the trial registration web page. Please review the ebirr Documentation during the trial period so that You become familiar with the features and functions of the Services before You make Your purchase.

## 2.

**USE OF SERVICES** — Subject to Your compliance with these Terms and Your payment to the Company for the use of the Services, the Company hereby grants you a limited, non-exclusive, non-transferable, non sub-licensable revocable right to use and access the Services via the Internet during the subscription period, and use the Services only in accordance with these Terms. The Services may be accessed solely by the number of users as specified in the registration process. The Services may be only accessed by You, and must be in accordance with the conditions set forth in these Terms. You hereby acknowledge that the Services shall not be provided to you in CD-ROM form, or any other form of media and will not be installed on any servers or any other computer equipment controlled and/or held by You. You fully acknowledge and accept that the Services will be hosted by Us through the use of the Internet and a browser.

**Our Responsibilities.** We shall: (i) provide Our basic support for the Purchased Services to You, and/or any upgraded support if one was purchased, (ii) use commercially reasonable efforts to make the Purchased Services available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which We shall give at least 8 hours notice via the Purchased Services and which We shall schedule to the extent practicable during the weekend hours from 6:00 p.m. Friday to 3:00 a.m. Monday Greenwich Mean Time), or (b) any unavailability caused by circumstances beyond Our reasonable control, including without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Our employees), Internet service provider failures or delays, Cloud platform provider failures or delays or denial of service attacks, and (iii) provide the Purchased Services only in accordance with applicable laws and government regulations.

**Our Protection of Your Data.** We shall maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Data. We shall not (a) modify Your Data, (b) disclose Your Data except as compelled by law or court order, or as expressly permitted in writing by You, or (c) access Your Data except to provide the Services and prevent or address service or technical problems, or at Your request in connection with customer support matters. You may refer to our Privacy Policy Page — for any further information.

**Your Responsibilities.** You shall (i) be responsible for Users' compliance with these Terms, (ii) be responsible for the accuracy, quality and legality of Your Data and of the means by which You acquired Your Data, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify Us promptly of any such unauthorized access or use, and (iv) use the Services only in accordance with the

ebirr Documentation and applicable laws and government regulations. You shall not (a) make the Services available to anyone other than Users, (b) sell, resell, rent or lease the Services without our written consent, (c) use the Services to store or transmit infringing, defamatory, or otherwise unlawful or tortuous material, or to store or transmit material in violation of third-party privacy rights, (d) use the Services to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein, or (f) attempt to gain unauthorized access to the Services or their related systems or networks, (g) disclose any passwords or user identification numbers issued to You. The Services are developed, hosted, secured and operating in a geographically distributed facility. While running 24/7, the facility is taking various measures to protect operations from power failure, physical intrusion and network outage.

### 3.

**NON ebirr Trading PLC SERVICES** — Purchase of Non-ebirr trading plc Products and Services. We or third parties may from time to time make third-party products or services available to you. Purchase by You of such Non-ebirr trading plc products or services, and any exchange of data between You and any Non- ebirr trading plc provider, is solely between You and the applicable Non- ebirr trading plc provider. We do not warrant or support Non-ebirr trading plc products or services, whether or not they are designated by Us as “certified” or otherwise. Subject to the section relating to Integration with Non- ebirr trading plc Services, no purchase of Non- ebirr trading plc products or services is required to use the Services except a supported computing device, operating system, web browser and Internet connection.

Integration with Non- ebirr trading plc Services. The Services may contain features designed to operate jointly with Non- ebirr trading plc Applications or Interfaces (e.g. Google, Facebook or Twitter or logistics partner applications). To use such features, You may be required to obtain access or permission to such Non- ebirr trading plc Applications or Interfaces from their providers. If the provider of any such Non- ebirr trading plc Application or Interface ceases to make the Non- ebirr trading plc Application or Interface available for interoperation with the corresponding Service features on reasonable terms, We may cease providing such Service features without entitling You to any refund, credit, or other compensation.

Links to Other Sites. Links on this Site may let you leave the Site and go to other websites. The linked sites are not under the control of the Company and the Company is

not liable or responsible for the content, the accuracy thereof or any other aspect which may be related to a third party website or any link contained in a linked site. The Company hereby reserves the right to terminate any link or linking program at any time, based upon its sole and exclusive discretion. The Company does not endorse companies or products to which it is linked. Please note that should You proceed to access any linked Site, You do this entirely at Your own risk.

Amongst the third party Services that may be made available to you is the ebirr trading PLC Messaging Service. You are aware that The use of this Service is subject to the ebirr trading PLC Terms and Conditions of ebirr trading PLC set forth below as schedule 1.

#### 4.

**ACCESS AND SUBSCRIPTION TO SERVICES** — Subject to these Terms, the Company will make the Services available for the Client's use during the term through the use of the Internet and a browser.

#### 5.

**PROPRIETARY RIGHTS** — Reservation of Rights in Services. Subject to the limited rights expressly granted hereunder, We reserve all rights, title and interest in and to the Services, including all related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth herein. Restrictions. You shall not (i) permit any third party to access the Services except as permitted herein, (ii) create derivative works based on the Services except as authorized herein, (iii) copy, frame or mirror any part or content of the Services, other than copying or framing on Your own intranets or otherwise for Your own internal business purposes, (iv) reverse engineer the Services, or (v) access the Services in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Services.

#### 6.

**INTELLECTUAL PROPERTY** — You shall not copy the Software and/or its manual(s) or any other written materials accompanying the Services. The Software and Documentation and all its intellectual property rights in the Software are and at all time

shall remain the sole and exclusive property of the Company and are protected by the applicable intellectual property laws and treaties and by international copyright and intellectual property law. The Company hereby expressly reserves all rights in the Software and the Services, whether explicitly or not specifically granted to You. You hereby acknowledge, agree and accept that all rights, title and interest in the Software and Services will remain with the Company and that the Services and Software are licensed in a subscription basis and not sold to You. The license granted to You herein does not bestow nor grant to You the right to use any trademark, service mark, trade name or any other mark of the Company or any other party or licensor. No rights or licenses are granted except as expressly and unambiguously set forth in these Terms. You are aware that any printed material or output matters from the software (such as invoice printout, email messages to customers etc...) the ebirr logo, words "printed by ebirr " or similar words might appear. Any such print is in the sole discretion of the Company.

## 7.

**WARRANTIES AND DISCLAIMER** — Limited Warranty. The Company hereby warrants to You that the Services will perform substantially in accordance with the specifications as may be published and modified by the Company on the Site from time to time (hereinafter: the "Specifications"). In the event that the Services do not conform with the Specifications, and if You do not promptly notify Us, the Company and its suppliers' entire liability and Your exclusive remedy shall be, at the election of the Company, either (i) the return of the price paid by You during the last three months or (b) repair of the Software so as Services shall conform with the Specifications. **Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. EXCEPT FOR THE LIMITED WARRANTY SET FORTH HEREBY, THE SERVICE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. THE COMPANY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE SOFTWARE AND/OR THE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, RELIABILITY NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. THE COMPANY SPECIFICALLY DISCLAIMS ANY WARRANTY THAT THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. WITHOUT DEROGATING OF THE AFOREMENTIONED, YOU ACKNOWLEDGE THAT YOU ARE

AWARE OF THE FACT THAT THE SERVICE IS PROVIDED OVER THE INTERNET AND AS SUCH YOU HEREBY IRREVOCABLY WAIVE ANY CLAIM THAT MAY ARISE IN CONNECTION WITH OR AS A RESULT OF ANY MALFUNCTION AND/OR DEFAULT AND/OR UNSUITABILITY IN THE INTERNET AND/OR THE CONNECTIVITY OF ANY PARTIES' DEVICES TO THE INTERNET.

## 8.

**MUTUAL INDEMNIFICATION — Indemnification by Us.** We shall defend You against any claim, demand, suit, or proceeding made or brought against You by a third party alleging that the use of the Services as permitted hereunder infringes or misappropriates the intellectual property rights of a third party (a "Claim Against You"), and shall indemnify You for any damages, attorney fees and costs finally awarded against You as a result of, and for amounts paid by You under a court-approved settlement of, a Claim Against You; provided that You (a) promptly give Us written notice of the Claim Against You; (b) give Us sole control of the defense and settlement of the Claim Against You (provided that We may not settle any Claim Against You unless the settlement unconditionally releases You of all liability); and (c) provide to Us all reasonable assistance, at Our expense. In the event of a Claim Against You, or if We reasonably believe the Services may infringe or misappropriate, We may in Our discretion and at no cost to You (i) modify the Services so that they no longer infringe or misappropriate, without breaching Our warranties under "Our Warranties" above, (ii) obtain a license for Your continued use of the Services in accordance with these Terms, or (iii) terminate Your User subscriptions for such Services upon 30 days' written notice and refund to You any prepaid fees covering the remainder of the term of such User subscriptions.

**Indemnification by You.** You shall defend Us against any claim, demand, suit or proceeding made or brought against Us by a third party alleging that Your Data, or Your use of the Services in breach of these Terms, infringes or misappropriates the intellectual property rights of a third party or violates applicable law (a "Claim Against Us"), and shall indemnify Us for any damages, attorney fees and costs finally awarded against Us as a result of, or for any amounts paid by Us under a court-approved settlement of, a Claim Against Us; provided that We (a) promptly give You written notice of the Claim Against Us; (b) give You sole control of the defense and settlement of the Claim Against Us (provided that You may not settle any Claim Against Us unless the settlement unconditionally releases Us of all liability); and (c) provide to You all reasonable assistance, at Your expense.

9.

**LIMITATION OF LIABILITY — Limitation of Liability.** NEITHER PARTY'S LIABILITY (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) SHALL NOT EXCEED THE AMOUNT PAID BY YOU HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT, PROVIDED THAT IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS THESE TERMS (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) EXCEED THE TOTAL AMOUNT PAID BY YOU HEREUNDER. THE FOREGOING SHALL NOT LIMIT YOUR PAYMENT OBLIGATIONS.

**Exclusion of Consequential and Related Damages.** IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

**Limitation of Liability of the Company.** IN NO EVENT SHALL THE COMPANY BE LIABLE UNDER ANY LEGAL OR EQUITABLE THEORY (INCLUDING, WITHOUT LIMITATION, CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SERVICES OR ANY OTHER SUBJECT MATTER, FOR ANY (I) INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION, OR OTHER PECUNIARY LOSS), (II) MATTER BEYOND ITS REASONABLE CONTROL, (III) COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY, SERVICES OR RIGHTS OR (IV) AMOUNT EXCEEDING 12 MONTHS OF SUBSCRIPTION FEES PAYABLE UNDER THE FORM AT ISSUE. In the event that any court of law shall find the Company liable, You hereby agree that such liability shall be also capped to the Company's premium in accordance with any insurance policy and that all elements of the insurance plan, including but not limited to any exceptions and exclusions, will limit the Company's liability. Furthermore, You hereby acknowledge that in the event that Your claim against the Company is less than the coverage provided in the Company's insurance policy, You will be limited to the said claim and not be entitled to receive the cap set forth in the insurance policy.

**No liability for use.** You hereby agree that the Company shall have no liability of any kind for any use You make of the Services. You shall indemnify and hold the Company harmless from and against any claims, damages, liabilities, costs, fees or expenses



(including reasonable attorneys' fees) arising to Your use of the Services, including but not limited to, inter alia, a dispute between You and a third party over the terms and conditions of a contract related to the purchase/sale of any goods or services, a breach by You relating to any of the terms and conditions set forth in this These Terms, any action where you or a third party violates any law, regulation or rights of any third party, etc.

**Release.** You hereby acknowledge and agree that the Company is not a party to any actual engagement between you and vendors and/or any other third parties. As a result, the Company has no control over the quality, safety or legality of any such agreements between You and such vendors and/or third parties. You are wholly responsible for all activities conducted through the Services. The Company cannot and does not control whether or not vendors and/or third parties will complete their services or other obligations. Further, it is not commercially reasonable for the Company to authenticate the activities of the vendors and/or third parties and as such the Company cannot and does not confirm that each vendor and/or third party is who it claims to be. You release the Company from all claims, demands and damages of every kind and nature (including, but not limited to, actual, consequential, special, punitive and incidental damages), known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with your relationship with the vendors and/or third parties or the services provided by the vendors or third parties or any actions or omissions of a vendor or third party. In no case will the Company be liable for any legal actions brought against you by such vendors or third parties.

## 10.

**GENERAL PROVISIONS — Privacy Policy.** ebirr has a privacy policy published on its site which may be updated from time to time. You shall be bound by the terms of such policy. In the event of a conflict or disagreement between the Privacy Policy and these Terms, these Terms will prevail.

**Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign these Terms in its entirety without consent of the other party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party.



Schedule 1  
ebirr trading PLC  
Terms and conditions for ebirr Messaging Service

These Terms are a binding agreement between you, or if applicable, the company or any other legal entity which you may represent and ebirr trading PLC concerning use of ebirr Messaging Service and the ebirr trading PLC services.

You accept this Agreement by clicking a box indicating you agree to the terms of this Agreement. You hereby acknowledge and agree that these Terms represent the complete and exhaustive statement of the agreement between You and ebirr trading PLC, and such Agreement supersedes any proposal and/or prior agreement, whether oral or written, any and all other forms of communication between You and ebirr trading PLC relating to the subject matter of these Terms.

You hereby acknowledge and accept that ebirr trading PLC may revise, edit, amend and/or alter in any way the conditions of these Terms at any time by simply updating and re-posting revised Terms to the Site. Such revisions, changes or amendments shall be based upon the sole discretion of ebirr trading PLC.

You may not access the Services if you are our direct competitor, except with our prior written consent. In addition, you may not access the Services for the purpose of monitoring their availability performance of functionality or for any other benchmarking or competitive purposes.

YOU SHOULD VISIT THIS PAGE FROM TIME TO TIME TO REVIEW THE THEN-CURRENT TERMS BECAUSE THEY ARE BINDING ON YOU. ANY CHANGES MADE TO THESE TERMS SHALL BE EFFECTIVE IMMEDIATELY.

#### TERMS AND CONDITIONS

The terms used in this Agreement shall have the following meanings:

**"ebirr Trading PLC"** means ebirr trading PLC with the registered address of:  
Office 501, Ras Dashen Building  
Bole, Addis Ababa  
Ethiopia

**"Service"** means the service(s) which enables Customer, by use of a host-to-host connection to the ebirr trading PLC Network, translation and conversion services, offered by ebirr trading PLC which permit the exchange of data by and among Customer partners;

**"Date of Acceptance of the Service"** means the date upon which the Customer is connected to the Service and has begun active message exchange with Customer partners.

### **1. Purpose and Scope of Agreement**

1. ebirr trading PLC agrees to provide, and Customer agrees to receive, the Service. Customer understands and agrees that the Service expressly excludes any equipment or software required by Customer to access and use the Service and any public data networks (whether PSTNs or PDNs) and ebirr trading PLC hereby disclaims any responsibility or liability with respect to such equipment, software or public data networks.
2. The Service will allow Customer to transmit and receive those types of messages supported by the ebirr trading PLC software. ebirr trading PLC will receive, format, translate and validate Customer's data received and route such data through a network to recipients.

### **2. Responsibilities of ebirr Trading PLC**

1. ebirr shall implement reasonable network security procedures, as revised from time to time, to protect Customer's data transmitted via the network from unauthorized access and disclosure other than to any body or person having statutory or other legal authority to require ebirr trading PLC to make disclosures.
2. Subject to the availability of tail circuits for which ebirr trading PLC has no responsibility, ebirr trading PLC shall endeavour to provide the Service continuously, except for scheduled down-time at predetermined intervals to be notified by ebirr trading PLC in advance. In the event of unscheduled down-time, ebirr trading PLC's sole responsibility shall be to use its best efforts to promptly restore the Service.

### **3. Responsibilities of Customer**

1. Customer shall bear all costs relating to the acquisition, maintenance and use equipment and software needed to access the ebirr trading PLC network, and shall use only equipment and software that has been approved by ebirr trading PLC, and that is in accordance with the laws,

licenses or regulations of the country in which the Service is rendered. ebirr reserves the right to disconnect (or require the disconnection of) any equipment not in compliance with this provision.

2. Customer shall pay for all charges relating to the transmission, over the ebirr trading PLC network, of data from Customer's host computer(s) to the ebirr system, and all other charges or fees owing under this Agreement. Payment for the Services shall be made through ebirr trading PLC.

#### **4. Modifications of the Service**

1. ebirr trading PLC may, in its sole discretion, change, modify, vary, enhance and update the Service provided that the overall core functionality is available from ebirr trading PLC to the Customer.

#### **5. Patents, Copyrights and Other Intellectual Property Rights**

1. It is understood and agreed by Customer and ebirr trading PLC that all intellectual property rights in the Software and in the computer programs utilized by ebirr trading PLC in relation to the ebirr Service and the ebirr trading PLC network, and the technology, skill and information relating to the effective use thereof, are either licensed to or the property of ebirr trading PLC and nothing contained herein shall be deemed to convey any title or ownership interest therein to Customer.

#### **6. Warranties and Limitation of Liability**

1. ebirr trading PLC warrants that it shall use all reasonable care and skill in providing the Service.
2. The foregoing warranty is in lieu of any other warranty of any kind, express or implied, statutory or otherwise, including, without limitation, any warranty for latent defects.
3. Neither party shall be liable to the other for any indirect, special, incidental or consequential damage, loss of revenue, profit or goodwill, either in contract, tort or otherwise, even when such damage was caused as a result of such party's or its subcontractors.
4. In the event that information or data entrusted to ebirr trading PLC by Customer pursuant hereto is lost, destroyed or damaged due to an act or omission of ebirr trading PLC, ebirr trading PLC shall repair or replace such lost, destroyed or damaged information, provided, however, that such repair or restoration can reasonably be performed by ebirr trading PLC,

and provided, further, that Customer furnishes ebirr trading PLC with all source data, in machine-readable form, necessary for such repair or restoration.

5. The total liability of ebirr trading PLC in respect of any claims made under this Agreement or otherwise (whether or not caused by the negligence or default of ebirr trading PLC or employees, agents or sub-contractors of ebirr trading PLC) arising out of or in connection with the fulfilment or purported fulfilment or failure in the fulfilment of the obligations of ebirr trading PLC hereunder shall not exceed the following:

1. **in respect of any one incident or series of incidents an amount equal to the total amount of Charges payable by the Customer to ebirr trading PLC for two (2) complete calendar months; and**
2. **any event ebirr trading PLC's aggregate liability for all incidents related or unrelated shall not exceed an amount of 100% of Charges payable by the Customer for the Services.**

6. Nothing in this Agreement shall be interpreted as excluding or limiting either party's liability for death and personal injury.

7. The parties expressly agree that:

1. **the limitations and exclusions in this Section 8 are each to be interpreted separately and without prejudice to the generality of the other limitations and exclusions; and**
2. **should any limitation or provisions contained in this Section be held to be invalid under any applicable statute or rule of law it shall to the extent be deemed omitted but if any party thereby becomes liable for loss or damage which would otherwise have been excluded, such liability shall be subject to the other limitations and provisions set out herein.**

## **7. Force Majeure — Termination**

1. Except as otherwise specified in this Agreement, events of force majeure and other unforeseeable events or situations beyond the control of a party hereto, will relieve such party from its obligations imposed by this Agreement which may not be performed as a result thereof, for so long as such event, or its consequences, continue.
2. Either party may, by written notice, terminate this Agreement forthwith, without prejudice to any other rights or remedies it may otherwise have, if

(a) the other party files a petition for relief under any bankruptcy legislation, or if any involuntary petition thereunder should be filed against either party and the same is not dismissed within thirty (30) days, (b) the other party is adjudicated a bankrupt, (c) a receiver is appointed for the other party's business and is not discharged or opposed within thirty (30) days, (d) the other party makes an assignment for the benefit of creditors or (e) the other party is unable to fulfil its financial obligations when they come due (cessation of payments). The effective date of termination shall be the date of receipt of such notice.

## **8. Governing Law and Arbitration**

1. This Agreement shall be governed by international laws and the laws of Ethiopia and shall be applied and construed in accordance therewith. All disputes arising in connection with this Agreement shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by a single arbitrator appointed in accordance with the said rules. The parties hereto request the ICC Court of Arbitration to attempt to appoint an arbitrator who is knowledgeable in the freight and software industries; if no such arbitrator can be appointed, the normal appointment process shall apply. The arbitration will take place internationally in the English language or Ethiopia in the Amharic language.

## **9. General**

1. Severability. If one or more provisions of this Agreement shall at any time be found to be invalid or otherwise rendered unenforceable, such provision or provisions shall be severable from this Agreement so that the validity or enforceability of the remaining provisions of this Agreement shall not be affected thereby. Notwithstanding the foregoing, in the event that one or more of the provisions of Clause 8 hereof shall, at any time, be found to be invalid or otherwise rendered unenforceable, ebirr trading PLC shall have the right to elect to terminate this Agreement by giving Customer thirty (30) days prior notice of such election. In the event of such termination, Customer shall have no right to claim or receive damages of any kind or nature relating thereto.
2. Waiver. No failure or delay by a Party in exercising any right, power or remedy with respect to any of the provisions of this Agreement shall operate as a waiver thereof.

3. Notices. All notices provided for herein shall be in writing and either delivered personally, by facsimile transmission or by prepaid registered mail, return receipt requested, to the addresses first above written. Either party may notify the other party by a notice given pursuant to the terms of this Clause of a change of the address to which notices hereunder shall be delivered or sent.
4. The parties to this agreement do not intend that any term of this agreement will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 (UK) by any person that is not a party to it.