

**eTEU eBL Platform Terms & Conditions**  
**7 September 2023 Edition**

**MAIN TERMS**

**1. Definitions**

- “Carrier”:** a User who is the carrier or its authorised representative.
- “Current User”:** the User which has current possession of the eBL.
- “eBL”:** electronic bill of lading.
- “Hash”:** unique identifying string of numbers and characters produced by running a mathematical function on the data. Such Hash provides a way to verify exact consistency of the data without revealing what the underlying data is.
- “Next User”:** the User that is to next receive transfer (and therefore possession) of the eBL.
- “Private Key”:** this is also known as a secret key - it is a variable in cryptography that is used with an algorithm to encrypt and decrypt data.
- “Shipper”:** a User who is the shipper of the goods under the eBL.
- “User”:** a person or company who has signed up to these terms and conditions and are using the eBL Platform.

**2. Applicability of T&C’s**

- 2.1. To use the Service, all Users must accept expressly (in the registration process) these T&C’s and thereby all Users are bound to these T&C’s.
- 2.2. Effect as Agreement between Users: These T&C’s constitute an agreement between Users, and between each User and the Service Provider acting on its own behalf and on behalf of all other Users from time to time, and, where necessary, on behalf of the Service Provider. For the avoidance of doubt, these T&C’s are multiparty contract between the Service Provider, all existing Users and all future Users of the Service, and the Service Provider is the agent of every User for the purposes of creating such a multiparty contract.
- 2.3. Insofar as required under law, the Service Provider grants a license to the Users to make use of the Service Provider’s website and Service in accordance with these T&C’s. This licence is limited, non-exclusive and revocable and may be revoked by the Service Provider at any time (and without provision of a reason for revocation).
- 2.4. If the license is revoked, any eBL which might otherwise be affected by the revocation may still be processed through to a change medium to paper or to be marked as accomplished.

**3. Service Provider**

- 3.1. eTEU Technologies Ltd (“the Service Provider”) is the owner and operator of the Front-End Technology (see Clause 15) and the Back-End Technology (see Clause 16). Such Technologies interface with the Underlying Technology (see Clause 14) to provide an electronic bill of lading and smart document platform (“the eBL Platform”),

**4. Service**

- 4.1. The Service Provider provides the eBL Platform to its Users to facilitate the following Services:
- a. the secure creation of electronic Bills of Lading (and associated smart documents) (“eBL”) (see Clause 5);
  - b. clausing of the eBL (see Clause 6);
  - c. transfer of the eBL from Creation User to Next User (see Clause 7);
  - d. surrender, delivery under and accomplishment of the eBL (see Clauses 10);
  - e. rejection of the eBL (see Clause 11); and
  - f. change medium from eBL to paper Bill of Lading (see Clause 12).

**5. Creation of the eBL (equivalent to paper bill) and its initial transfer from Carrier to Shipper**

- 5.1. The eBL is created by the Carrier via the eBL Platform website, via the Carrier’s provision of data and information they require in each field for the document, including the applicable terms and conditions of the eBL selected by the Carrier (“the eBL Data”). The Carrier may select whether this is a negotiable or non-negotiable bill at this time. Once the eBL has been created it is the equivalent of issuing and signing a paper bill of lading.
- 5.2. Once the eBL has been transferred on the eBL Platform, this electronic transmission shall be known as “taking possession” and such transfer shall be the equivalent of transferring possession and endorsing of a paper bill of lading.
- 5.3. Once the eBL has been initially issued by the Carrier it can only be transferred to the Shipper. Such transfer is the equivalent of acknowledging the Shipper’s possession over the goods and equivalent to issuing the paper bill of lading to the Shipper.

**6. eBL Clausing**

- 6.1. Only the Carrier may “clause” the eBL with remarks as to the leading marks, number, quantity, weight and/or apparent good order and condition of the goods (“Clausing”) and such Clausing shall have the same legal effect and impact as if contained on an equivalent paper Bill of Lading. Such Clausing solely takes place before issuance and first transfer of the eBL.

**7. Subsequent transfers (endorsements) of eBL**

- 7.1. Once transferred, the eBL is transmitted electronically (unless and until it is changed medium to paper). This electronic transmission shall be known as “taking possession” such transfer is the equivalent of transferring possession and endorsing of a paper bill of lading.
- 7.2. Each transfer includes attornment by the Carrier, with the Service Provider being the agent of the Carrier for the purposes of effecting this attornment (novation) as set out in more detail in Clause 8 below.

**8. Novation of the eBL Contract of Carriage**

- 8.1. The Carrier and each and every subsequent User hereby irrevocably appoints the Service

Provider as its agent for the sole and limited purpose of effecting the novations referred to in Clause 8.2.

- 8.2. It is expressly agreed between the Carrier and the Service Provider (as agent for each and every subsequent User) that each and every subsequent User, upon accepting these T&C's and becoming a transferee of the eBL, thereupon becomes a party to the eBL by novation, such eBL evidencing the contract of carriage between the Carrier and the subsequent Users.
- 8.3. In accordance with Clause 20.4 below, each Carrier and subsequent User has accepted that:
- a. the electronic signature on the eBL shall have exactly the same legal force and effect as a written or printed signature on a paper Bill of Lading; and
  - b. the eBL shall have precisely the same status and attributes as a paper bill of lading.
- 8.4. Consequently, the transfer of title and the transfer of rights and liabilities operate in exactly the same way as if the eBL were a paper bill of lading. All Users accept the equivalence of the eBL to a paper bill of lading and no Users will deny these legal impacts and effects.
- 8.5. Further and importantly, all Users will ensure that any third parties (who are not Users) transacting on the basis of the eBL accepts that transfer of title and transfer of the parties' rights and liabilities operate in exactly the same way as if the eBL were a paper bill of lading.
- 8.6. Notwithstanding the sub-clauses of this Clause 8, where there is a transfer of the eBL to a Next User under a pledge (such as to a bank), there is an immediate novation to this Next User as pledgee, this Next User shall become a party to the eBL by novation, except that under this novation the Next User does not have any obligations or duties under the eBL unless and until such Next User makes a claim under the eBL or in such other circumstances where a paper bill of lading holder would become under such obligations or duties under applicable law, as would be exact way that transfer under a pledge works for a paper bill of lading.

## **9. Transfer of the eBL**

- 9.1. Via the eBL Platform website, the Current User can transfer possession of the eBL to the Next User. Such transfer of possession is completed only when both a sender transaction Hash and a recipient transaction Hash has been created on the blockchain.
- 9.2. The eBL can only be transferred **once** by the User. Any subsequent attempted transfers are invalid. It is the obligation and duty upon the User to check and verify the identity of the User they are transferring to. The Service Provider accepts no liability whatsoever in this regard.

## **10. Surrender of the eBL, Delivery under the eBL and Accomplishment of the eBL**

- 10.1. The Carrier is automatically notified by the eBL Platform of every single transfer of their issued eBL and is deemed to have attorned the goods in favour of such Next User.
- 10.2. Before the User is entitled to physical delivery of cargo, the User must transfer the eBL to the Carrier upon which the Carrier is obliged to deliver physically the cargo to that User. This is the equivalent to surrendering the paper bill of lading to the carrier.
- 10.3. Upon completion of cargo delivery, the Carrier is obliged to mark the eBL as "accomplished". Such User must tick a box to confirm that they warrant that the cargo has been delivered, then

no further transfer of the eBL is permitted. The Carrier shall be entitled to require reasonable identity proof that the party taking delivery of the goods is entitled so to do. The Service Provider does not warrant the accuracy of such identity information and accepts no liability in respect thereof whatsoever in this regard.

**11. Rejection of the eBL**

- 11.1. Via the eBL Platform website, the User with possession of the eBL can reject the eBL and this would transfer possession of the eBL to the previous User (namely the previous User who last had possession of the eBL).

**12. Change medium from eBL to paper bill of lading**

- 12.1. The Carrier commits, at the request of any Current User (being the holder of the eBL at that time), to agree to change medium from eBL to paper bill of lading. This would involve the Carrier accepting the return transfer of the eBL, which would then be marked as “change of medium to paper” on the eBL Platform (meaning that the eBL cannot then be transferred or used any further) and the Carrier would change the medium of the eBL into a paper bill of lading in its place. Such change of medium paper bill of lading shall include the exact wording of the eBL, including all of its terms, clausings, endorsements and any provisions incorporated by reference in the eBL.
- 12.2. This change of medium paper bill of lading shall state the date of issue as per the eBL, the date of the change of medium to paper and (except for in the case of bearer or blank endorsed bills of lading) there shall be attached to the paper bill of lading a printout of the electronic record of subsequent Users between the date of issue and the date of the change of medium to paper.
- 12.3. If the change of medium to paper bill of lading has occurred before completion of the cargo carriage, then it would be the responsibility of the User to work with the Carrier (outside of the eBL Platform) to organise cargo carriage under this change of medium paper bill of lading and that such the change of medium paper bill of lading complies with relevant legislation.
- 12.4. To the extent that the eBL is not recognised in any jurisdiction then the Carrier may change the medium to paper or at the request of any subsequent User, must change the medium to paper for the purpose of any process (including, but not limited to litigation) relating to the contract of carriage evidenced by the bill of lading. For the avoidance of doubt, such change of medium to paper bill of lading could occur post completion of the cargo carriage.

**13. Using the Service**

- 13.1. All Users must be registered with the eBL Platform in order to use its Services and all Users must provide valid, accurate and complete information regarding their company (“Registration Information”), including telephone and email contact details. In order to effect actions on the eBL Platform, then Users will need to settle relevant applicable fees (see Clause 14).
- 13.2. The Service Provider is not obligated to check, validate, approve, or control this Registration Information and is not responsible for its accuracy. However, as part of its regulation compliance efforts, the Service Provider implements a ‘Know-Your-Client’ and ‘Anti-Money Laundering’ procedure when new Users are signing up as a way to vet and risk profile users. Users are referred to the Compliance and Sanctions sections of these T&C’s for more detail on this, see Clauses 25 and 26.
- 13.3. The User is solely responsible for the Registration Information it provides. The Service Provider suggests that that the User verifies for itself (to its own satisfaction) as to the

Registration Information provided by other Users it is interacting with, especially in relation to the other User it plans to transfer possession of the eBL to.

13.4. Further, it is the Users' responsibility and obligation to keep their Registration Information up- to-date in the eBL Platform.

13.5. The Service Provider does not undertake or accept any responsibility or liability for the performance of any obligation or duty owed by one User to any other User under these T&C's, the eBL and/or in relation to (or arising out of) the eBL Platform.

#### **14. Underlying Technology**

14.1. The Service Provider is using an immutable blockchain ledger via the NEAR blockchain ("the Ledger") as the Underlying Technology for the eBL Platform. The Back-End Technology (see Clause 16) interacts with the Ledger once a transfer of the eBL is effected, namely when the eBL is sent from one User to another User.

14.2. As a basic explanation of the use of the Underlying Technology (however, it is noted that such underlying complexity is not visible to the Users) and the following is subject to change without notice to the User:

- a. The entry on the Ledger is limited to essential unique information – publicly it will state:
  - i. the wallet address for first User to the wallet address for the second User (both wallets are held by the Service Provider and the 'gas' (blockchain platform transfer fee) used to execute the transfer, i.e. writing on the Ledger, are the Service Provider's NEAR coins); and
  - ii. in an encrypted form: eBL transaction information and hash of the eBL document file(s) but not the eBL documents themselves.
- b. Such eBL documents remain within the Service Provider's Back-End Technology and a hash of such file is verified against the Ledger's document hash when the Next User (i.e. the second User) takes possession and control of the eBL.

#### **15. Front-End Technology**

15.1. This is the user account systems and web interface ([eteu.co.uk](https://eteu.co.uk)). As part of the web app, the Service Provider provides the secure and encrypted infrastructure for Users to register themselves, invite other Users to the platform, settle fees and generate as well as transfer eBLs electronically (as described in other clauses in these T&C's).

#### **16. Back-End Technology**

16.1. The Service Provider provides, manages and operates an encrypted file storage database of transactions and eBL documents. Such eBL documents and Data will be stored for 10 years. Access to such documents and Data is subject to being a User with an active login account on the eBL Platform and also being involved in the relevant eBL transaction.

#### **17. Encryption Used**

17.1. The Service Provider uses industry-standard AES-256-CBC cypher encryption of the eBL documents in its Back-End Technology (storage database) and Hashes of the eBL documents

on the Ledger.

**18. Fees**

- 18.1. The fees charged to Users for the access to the eBL Platform website and per Service (including, but not limited to, creation, transfer, clausing, accomplishment, rejection and change medium to paper) are set out on the eBL Platform website at [eteu.co.uk/fees](https://eteu.co.uk/fees) and are subject to change by the Service Provider at any time.
- 18.2. In consideration for the payment of such agreed fees, the Service Provider makes the eBL Platform website available for Carrier and subsequent Users to receive, hold and/or transfer (or implement other actions to) eBLs.

**19. eBL Status**

- 19.1. All Users agree that the eBL is legally equivalent in all ways to a paper Bill of Lading.
- 19.2. In jurisdictions which require certain legal acts, permits or other actions for the creation, issuing and/or transfer of bills of lading, the Carrier warrants they have complied fully with such requirements. The Service Provider cannot and will not be verifying this. For the avoidance of doubt, it is the Carrier's obligation and duty to comply and provide fully all that is required in their jurisdiction to create a valid and binding electronic Bill of Lading.
- 19.3. As condition precedent, the Users agree that no contemporaneous or parallel or duplicate paper Bill of Lading will be issued alongside the eBL. A paper Bill of Lading can only be issued (if at all) via the procedure set out at 'Change from eBL to paper Bill of Lading' clause 7 of these T&C's.
- 19.4. The Service Provider is not responsible in any way or to any extent for the eBL produced or transferred through the eBL Platform. In particular, the Service Provider takes no responsibility whatsoever for any information / data uploaded by the Carrier.
- 19.5. The Carrier irrevocably appoints the Service Provider as the Carrier's agent for the purpose of acknowledging that the Carrier holds the goods to the order of the Shipper or of any transferee of the eBL.
- 19.6. The transfer of constructive possession of the goods after the creation of an eBL shall be effected by transfer of the eBL such that the Carrier acknowledges that they hold the goods described in the eBL to the order of the transferee.
- 19.7. In the event that any transferee refuses to accept the novation of the contract of carriage (the eBL) in accordance with clause 16, the Carrier thereupon ceases to hold the goods to the order of that transferee and constructive possession of the goods shall remain with the immediately preceding transferee or, if none, with the shipper.

**20. Claims between Users and under the eBL**

- 20.1. The eBL has the same status and attributes as a paper Bill of Lading. All Users undertake not to deny these effects. Consequently, the Carrier together with each and every subsequent User may sue and/or be sued in exactly the same manner as if the eBL were a paper Bill of Lading. To the extent that this is not recognised in any jurisdiction then the Carrier may change medium to paper or at the request of any subsequent User, must change medium to paper for the purpose of any process relating to the contract of carriage evidenced by the Bill of Lading.
- 20.2. In the situation where the Shipper is the Carrier or the subsequent User and concurrently the

charterer under the charterparty for the carriage of the goods then it shall be the charterparty rather than the eBL which evidences the contract of carriage. However, as soon as a Subsequent User other than such Shipper has taken possession of the eBL, then the eBL shall evidence the contract of carriage. This reflects the same legal position as under a paper Bill of Lading.

- 20.3. For the avoidance of doubt, the eBL Data is provided by the Carrier. The Service Provider cannot change an issued eBL. Therefore, the only party that can be held responsible or liable for the eBL Data (content of the eBL) is the Carrier
- 20.4. The Parties to the contract of carriage evidenced by the eBL, the Carrier and all subsequent Users, expressly agree that electronic signature of eBL is a valid signature and undertake not to deny this.

## **21. Number of Originals**

- 21.1. Usually, paper Bills of Lading are issued in sets of three originals. All Users note and accept that the eBL only electronically exists as one single original.

## **22. Applicable Conventions**

- 22.1. All Users agree all international treaties, conventions and/or national laws that compulsorily apply to paper Bills of Ladings apply to eBLs.
- 22.2. Further, the eBL shall set out the terms chosen by the Carrier and be subject to those terms, to any terms incorporated by reference (e.g. from a cited charterparty or contract of affreightment) and any provisions of an international treaty, convention and/or national law compulsorily applicable to a paper Bill of Lading. The Carrier, each and every subsequent User and any third-party transacting on the basis of the eBL hereby expressly agrees that each and all of the foregoing terms shall apply to the eBL as a matter of law or hereby as a matter of contract.

## **23. Liability of the Service Provider**

- 23.1. The Service Provider shall procure and shall at all times maintain insurance cover for:
  - a. **Hacking and/or spoofing** - risks external to the operation of the eTEU Platform which may result in a fraudulent interaction with an eBL or interference with the user authentication process through hacking, password mining, spoofing or any other means of circumventing, defeating or otherwise tampering with the eTEU Platform. For the avoidance of doubt, this includes acts committed by eTEU employees, subcontractors and/or agents.
  - b. **Downtime and/or fault** - risks of losses caused by a failure or error in the internal operation of the eTEU Platform including, but not limited to, software errors (including, but not limited to, updates), a failure in the website or Blockchain ledger which failure is not otherwise permitted in these T&Cs and which results in errors in any eBL, or the miss-issuance or misdelivery of an eBL to an incorrect party or the inability to access an eBL or erroneous instructions or information generated by the eTEU Platform and sent to a User which is relied on by such User to its detriment. For the avoidance of doubt, erroneous instructions or information incorporated or inputted by a User in any eBL or in any message accompanying any eBL (or accompanying any transfer or operation of same) shall not constitute a failure or error in the international operation of the eTEU Platform.

- 23.2. The Service Provider has no liability whatsoever to any User for any loss, damage or delay of whatsoever nature whether direct or indirect, physical or monetary due to a cause or combination of causes, any of which is beyond the reasonable control of the Service Provider.
- 23.3. The Service Provider shall use best endeavors to make improvements to eBL Platform's features, functionality and content and will give reasonable advance notice to its Users of any planned downtime and/or amendments to the eBL Platform. The Service Provider does not represent or warrant that the eBL Platform website will be error-free, free of viruses or other harmful components (trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other technologically harmful programs, phishing, data or code), or that defects will be corrected or that it will always be accessible. The Service Provider does not warrant or represent that the information available on or through this website will be correct, accurate, timely, or otherwise reliable.
- 23.4. Notwithstanding clauses 23.2 and 23.3 set out above, the Service Provider accepts liability, up to, but not exceeding, the limit of liability in clause 24 below, in the event that a User suffers loss, damage or delay solely and directly caused by failure of the eBL Platform website, subject to such losses not being reasonably avoidable and/or mitigatable by the User.

## **24. Limitation of Liability**

- 24.1. Insured User is defined as Shipper, Carrier, Consignee and/or lawful holder of the eBL.
- 24.2. The Service Provider will not be liable under contract, tort or otherwise to any Insured User for more than GBP 200,000 (inclusive of interest and costs) in any one calendar year.
- 24.3. The Service Provider will have no liability whatsoever (whether in contract, tort or otherwise) towards any other User of the eTEU Platform.
- 24.4. The Service Provider obtains the benefit of any applicable laws and/or regulations that would further limit this cap on liability.

## **25. Sanctions and Limitations on Use**

- 25.1. All Users warrant that they will only use this eBL Platform in strict compliance with applicable UK, EU, US and UN Sanction Regimes, including revisions and updates to same from time to time.
- 25.2. Any use of eBLs and/or eBL Platform website that is contrary to the purpose of eBL and/or eBL Platform is prohibited.
- 25.3. No User is permitted to decompile, reverse engineer, disassemble, rent, lease, loan, sell, sublicense, or create derivative works from the eBL Platform or the eBL Platform website.

## **26. Compliance, Complaints and User Protections**

- 26.1. The Service Provider confirms it holds any and all necessary licenses to operate the eBL Platform, eBL Platform website and provide the Services herein described.
- 26.2. The Service Provider may, at its own discretion, look into complaints and/or reports of service violations and/or breaches of these T&C's and to take any action it considers appropriate, including, but not limited to, involving law enforcement or other authorities and disclosing any information necessary or appropriate to such persons or entities relating to User profiles,

e-mail addresses, usage history, posted materials, IP addresses and traffic information.

26.3. For the purposes of monitoring unlawful activity and preventing fraud, the Service Provider may keep system logs, history of User access, and User interaction with the eBL Platform website in a centralised log storage.

26.4. For the avoidance of doubt, the Service Provider has no access (nor means of access) to any User's Private Key. The User is the sole holder of the Private Key and fully responsible for its safe custody. The Service Provider cannot recover or replace User's Private Key nor retrieve or transfer the eBL if User lose access to this Private Key. It is User's exclusive responsibility to keep it safe and secure. The Service Provider is therefore not liable in any circumstances whatsoever for any loss or theft of a Private Key.

## **27. Revisions to the T&C's**

27.1. The Service Provider may change or add to these T&C's at any time of its choosing and shall inform Users by email and via the eBL Platform website in relation to any and all revisions.

27.2. For clarity, such revisions will not prejudice Users in relation to any specific transaction which commenced prior to notification of the changes. From the date and time of publication of the revisions on the eBL Platform website they shall be deemed an integral part of these T&C's and shall govern all transactions commenced after this date and in relation to the Users' use of the eBL Platform website.

## **28. Severability Clause**

28.1. These T&C's govern the use and agreement between the Users and the Service Provider and cover use of the eBL Platform website, eBL Platform and eBLs, including all actions with such eBLs. This is the entire agreement between the Parties in this respect.

28.2. If any provision of these T&C's is deemed unlawful, void or unenforceable then that provision shall be deemed severable from the remaining provisions and shall not affect the validity and enforceability of the other provisions (all such remaining provisions shall remain in full force and validity).

## **29. Unauthorised Use**

29.1. If any User believes or reasonably suspects there has been unauthorised use of the eBL Platform and/or eBL Platform website and/or Services, that User must notify the Service Provider immediately by emailing [report@eteu.co.uk](mailto:report@eteu.co.uk).

## **30. Governing Law**

30.1. These T&C's and any dispute relating to same are governed by and construed in accordance with the laws of England and Wales, to the express exclusion of all other laws.

## **31. Applicable Jurisdiction**

31.1. These T&C's and any dispute relating to same are subject to resolution via London Arbitration, to the express exclusion of all other countries' courts or tribunals.

## **32. Dispute Resolution**

32.1. In the event of any dispute or disagreement between the User(s) and the Service Provider and/or any dispute or disagreement between Users arising from these eTEU eBL Platform

Terms & Conditions (as opposed to any contract of carriage), the Parties agree to amicably discuss such topics and potentially enter into mediation. Should such amicable discussions and/or mediation fail to achieve an acceptable resolution, then the Parties agree to submit to London Arbitration under Latest LMAA Terms, including Intermediate Claims Procedure and the Small Claims Procedure, as per the LMAA Arbitration Clause and the LMAA Arbitration Notice Clause at <https://lmaa.london/arbitration-clauses/>.

**33. No Third-Party Rights**

- 33.1. No third parties shall have any rights arising out of or in relation to this Agreement. It is expressly agreed that the Contracts (Rights of Third Parties) Act 1999 shall not apply.
- 33.2. Nevertheless, any third parties transacting on the basis of the eBL are hereby deemed to accept these T&C's and all terms of the eBL.

**34. Contact Details**

- 34.1. Should a User require any assistance with using this service and/or in relation to these T&C's, they may refer to the user guides on the eBL Platform website ([eteu.co.uk](http://eteu.co.uk)) and/or email [contact@eteu.co.uk](mailto:contact@eteu.co.uk).

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