

PORTCONNECT API USER AGREEMENT

TERMS AND CONDITIONS OF USE

PortConnect provides information and data related to the scheduling and movement of cruise and commercial vessels, including container tracking and related logistics data for such vessels, across a range of New Zealand ports and facilities (including the Port of Auckland, Port of Tauranga, Timaru Container Terminal, Lyttelton Port Company, CentrePort Wellington, and associated depots) as updated from time to time. Such information and data ("**PortConnect Content**") is made available through the PortConnect application programming interface ("**API**") for you to access as necessary or desirable in order to conduct your business and in order to pass such information through to your customers or other licenced end users ("**End Users**"). The terms and conditions set out in this PortConnect API User Agreement (as may be amended and uploaded onto PortConnect's website at www.portconnect.co.nz) ("**Agreement**") govern your access to the API, the PortConnect Content made available through it, and any related products and services that may be provided by PortConnect that are made subject to this Agreement (together, the "**Services**"). By using PortConnect's Services, you hereby agree to be bound by the terms and conditions of this Agreement. If there is any inconsistency between this Agreement and any separate written agreement between you and PortConnect, that agreement will prevail to the extent of the inconsistency. Use by you of the Services and any development tools, data, documentation, or information made available through the API is conditional upon you agreeing to the terms and conditions of this Agreement. The terms and conditions of this Agreement shall apply to all updates, revisions, and copies of the API and any related Services. This Agreement becomes effective as of the date when you register for and are granted access to the API and continues until terminated by either party in accordance with clause 4, or until the time any paid subscription for access and use of any Services expires (whichever is the earlier).

USE OF API IS AT YOUR OWN RISK

YOU ACKNOWLEDGE AND AGREE, AS A CONDITION OF YOUR USE OF THE SERVICES, THAT THIS AGREEMENT GIVES PORTCONNECT THE RIGHT TO UPDATE, MODIFY, SUSPEND, OR TERMINATE YOUR ACCESS TO ANY OF THE SERVICES AND THAT SUCH UPDATES, MODIFICATIONS, SUSPENSION, OR TERMINATION MAY DIMINISH THE VALUE OF YOUR APP OR REQUIRE YOU TO EXPEND ADDITIONAL RESOURCES OR WHICH MAY NEGATIVELY IMPACT YOUR END USERS IN USING YOUR APP OR THE SERVICES. YOU EXPRESSLY ACCEPT THIS RISK AND CONFIRM THAT YOU DO NOT AND WILL NOT HOLD PORTCONNECT LIABLE IN ANY MANNER WHATSOEVER FOR SUCH USE, ACCESS, UPDATE, MODIFICATION, SUSPENSION, OR TERMINATION OF ANY SERVICES. IF ANY USE OR CHANGE IS UNACCEPTABLE TO YOU, YOUR ONLY RECOURSE IS TO CEASE ALL USE OF THE API OR OUR RELATED SERVICES. YOUR CONTINUED ACCESS OR USE OF THE API OR OUR RELATED SERVICES WILL CONSTITUTE A BINDING ACCEPTANCE OF SUCH USE, UPDATES, AND MODIFICATIONS ON THE TERMS AND CONDITIONS OF THIS AGREEMENT.

IN ADDITION TO SECTION 5 (WARRANTY DISCLAIMER), YOU FURTHER ACKNOWLEDGE THAT: (A) SOME PORTCONNECT DATA, INCLUDING VESSEL AND CONTAINER DATA, IS DERIVED FROM DATA PROVIDED BY USERS, PORTS, OTHER SUPPLY CHAIN OPERATORS, AND OTHER THIRD PARTIES; AND (B) THE PORTCONNECT WEBSITE IS HOSTED BY A THIRD PARTY AND THE AVAILABILITY OR PERFORMANCE OF THAT HOSTING SERVICE MAY AFFECT YOUR ABILITY TO ACCESS OR USE THE WEBSITE, INCLUDING AS A RESULT OF A FORCE MAJEURE EVENT. ACCORDINGLY, PORTCONNECT CONTENT MAY BE INACCURATE, INCOMPLETE, OUT OF DATE, OR OTHERWISE SUBJECT TO ERROR, DELAY, INTERRUPTIONS, OR CHANGE. PORTCONNECT IS NOT LIABLE FOR ANY LOSS, DAMAGE, OR CLAIM ARISING FROM OR RELATING TO THE ACTS, OMISSIONS, FAILURE, UNAVAILABILITY, OR OTHER PERFORMANCE OF ANY THIRD PARTY.

1. **ADDITIONAL DEFINITIONS**

Unless the context otherwise requires:

“**App**” refers to your software application which interacts with the API; and

“**you**” or “**your**” mean any person or entity that registers for and is granted access to the API.

2. **LICENSED USES AND RESTRICTIONS**

2.1 **License from PortConnect.** The API is owned by PortConnect. Subject to your compliance with this Agreement, PortConnect grants you a non-exclusive, non-sublicensable, non-transferable, and revocable licence to access and use the API and the PortConnect Content, including to integrate the API into your App and to use, reproduce, and display PortConnect Content, in each case solely in accordance with this Agreement. Except as expressly granted in this Agreement, PortConnect does not grant you any intellectual property rights or other proprietary rights in any PortConnect Content or in the API.

2.2 **Reverse License to PortConnect.** You grant to PortConnect a non-exclusive, royalty free, non-transferable, non-sublicensable and revocable license to access, index, and cache by any means, including web spiders and/or crawlers, any PortConnect Content made available on any webpage or your App.

2.3 **Permitted Uses.** You may only use the API or any other Services to create Apps which extend the functionality of your products and services to End Users. Any End User using your App to access the Services must expressly consent to such use and access through PortConnect's API interface.

2.4 The following are examples of permitted commercial uses for your App:

- (a) add-on modules and reporting tools on an End User-specific basis;
- (b) marketing tools promoting End User products and services;
- (c) integrations relating to ecommerce services;
- (d) integrations relating to accounting services;
- (e) integrations into enterprise resource planning or End User relationship management systems;
- (f) using the API to integrate PortConnect Content into your End User services or conduct analysis of such PortConnect Content;
- (g) copy a reasonable amount of and display the PortConnect Content on and through your services to End Users; and
- (h) modify PortConnect Content only to format it for display on or through your App.

2.5 **Prohibited Uses.** You shall not, nor attempt to (and will not allow others to), without PortConnect's prior written consent, use the API for any App that:

- (a) reverse engineers, decompiles, disassembles, or translates any Service, or otherwise attempts to derive source code, trade secrets, or know-how in or underlying the API or any part thereof;
- (b) interfere with, modify, disrupt, or disable features or functionality of the API, including without limitation, any mechanism used to restrict or control the functionality, or defeat, avoid, bypass, remove, deactivate or otherwise circumvent any software protection or monitoring mechanisms of the API;

- (c) sell, rent, lease, sublicense, distribute, redistribute, syndicate, create derivative works of, assign, or otherwise transfer or provide access to, in whole or in part, any Service to any third party except as expressly permitted by this Agreement;
- (d) provide use of the API on a service bureau, rental or managed services basis, or permit other individuals or entities to create links to the API or "frame" or "mirror" the API on any other server, or wireless or internet-based device, or otherwise make available to a third party, any token, key, password, or other login credentials to the API;
- (e) use any PortConnect Content for any illegal, unauthorized or other improper purposes;
- (f) permits multi-plexing of any Services (i.e., use of a single license or subscription by multiple users);
- (g) aggregates, repurposes, or otherwise makes use of or discloses PortConnect Content to anyone other than your licenced End Users, or for any purpose other than directly servicing your licenced End Users, without PortConnect's prior written consent;
- (h) copies, stores, or retains PortConnect Content beyond what is reasonably necessary to provide immediate services to your licenced End Users, or uses any PortConnect Content to create, train, enhance, or otherwise develop any database, product, service, or analytical tool for your own benefit or for any purpose other than the direct and immediate service of your licenced End Users;
- (i) adversely impacts the stability of PortConnect's IT system and servers, or adversely impacts the behaviour of other applications using or interfacing with the API;
- (j) damages PortConnect's software or allows malware to affect its software and IT systems;
- (k) uses any "black-hat" or deceptive or fraudulent methods including, but not limited to malware, adware, hidden text or links, doorway or cloaked pages, blog comment spamming, spyware, or parasiteware techniques;
- (l) stores or caches yours or your End Users content other than for reasonable periods in order to provide the service connected to your App without PortConnect's prior written consent;
- (m) uses PortConnect Content as part of any data aggregation, data mining, machine learning, or analytics activity for your own commercial benefit or for any purpose other than directly providing services to your licenced End Users in real time;
- (n) circumvents any usage restrictions or content protection measures imposed with respect to user content;
- (o) acts as a checkout or payment processing system;
- (p) weakens the security of payment or other payment card information or fails to adequately safeguard privacy or Personal Data; or
- (q) in any manner or for any purpose that violates any law or regulation, or any rights of any person, including but not limited to intellectual property rights, rights of privacy, or rights of personality.

The preceding list is intended to be illustrative of matters that could undermine, threaten the security or functionality of, or damage the API, or distort any PortConnect Content, and is not exhaustive of similar or derivative actions which are also prohibited under this Agreement.

3. **YOUR RESPONSIBILITIES**

- 3.1 **Updating PortConnect.** You agree to promptly notify PortConnect in writing upon completion of your App and of its first use by an End User. You further agree to immediately notify PortConnect in writing upon becoming aware of any security incidents, disruptions in delivery, or other problems associated with your App.

- 3.2 **Security Standards.** Your IT network, operating systems, web servers, routers and computer systems shall be properly configured to industry standards so as to securely operate your App and prevent any intrusion or unauthorised disclosure or loss of data. In the event of any breach of security involving the API or PortConnect Content, you must notify PortConnect immediately in writing upon becoming aware of such breach and work diligently to remedy it as soon as practicable.
- 3.3 **Relationship with your End Users.** You must include in your End User licence agreements provisions exempting PortConnect from (i) all liability for any fault in or damages caused by the API or your App; (ii) any responsibility or obligation to provide support services in connection with the API or your App; and (iii) any losses, damages, or costs incurred by the End User in relation to any Services, including if any PortConnect Content is incorrect, inaccurate, or misleading. Your agreement with the End User must contain means for you to update your App to the most current version of the API after any version has been updated or modified.
- 3.4 **Confidentiality.** You shall not disclose any API Content to any third party. “**API Content**” includes all non-public PortConnect software, technology, programming, and specifications relating to the API, and any other information identified by PortConnect as "confidential," commercially sensitive, or of an equivalent designation. API Content does not include information that has been (a) independently developed without access to API Content; (b) lawfully received by you from a third party who has the lawful right to disclose such information; or (c) required to be disclosed by law or by a governmental authority.
- 3.5 **Use of Personal Data.** You must ensure that your collection, use, storage, and disclosure of Personal Data complies with all applicable privacy and data protection laws, including the Privacy Act 2020. Your App must not make any Personal Data accessible to any third party unless you have first clearly disclosed in your App through a privacy policy or otherwise, how data is collected, used, stored, processed, or transmitted to third parties. In any event, you must not request access to more Personal Data than is needed for the effective operation of your App and must not retain Personal Data for longer than is necessary. Your privacy policy should adopt standards that are consistent with PortConnect's privacy policy available at PortConnect's website regarding storage and use of Personal Data, and you must comply with PortConnect's privacy policy at all times (in particular, any use of email addresses that End Users have chosen to share must be in line with relevant anti-spam laws).
- For the purposes of this Agreement, “**Personal Data**” means data relating to an End User, or that might be used to identify an End User, including a user's username, email address, city and country, payment details and payment card information and any information or data from the End User's profile such as their avatar or profile picture, website or social media URLs, followers, or any comments posted by that End User.
- 3.6 **Publicity/Trademarks.** You may not issue any public announcement regarding your use of the API which suggests, either directly or indirectly, a partnership with PortConnect or endorsement by PortConnect without first obtaining PortConnect's prior written consent, which consent may be withheld in PortConnect's sole discretion. You must not use the PortConnect name in any way that is misleading or deceptive or in any other way which takes commercial advantage of PortConnect's goodwill or reputation in its logo or trademarks.
- 3.7 **Subscription Services.** If you purchase any Services that PortConnect offers for a fee, either on a one-off or subscription basis, you agree that PortConnect and third-party processing partners may store

your bank account details and other payment card information. You also agree to pay the applicable fees for the Services (including, without limitation, periodic fees for accounts) as they become due plus all related taxes, and to reimburse PortConnect for all default collection costs (including reasonable legal fees) and interest for any overdue amounts to be charged at the rate of 10% per annum above the then applicable OCR of the Reserve Bank of New Zealand. Where PortConnect offers Services on credit or permits payment after use, you must first complete PortConnect's credit application form and provide any information reasonably required by PortConnect to assess your creditworthiness and establish billing arrangements. PortConnect is not obliged to provide Services on credit unless and until it has approved the credit application. Your obligation to pay fees continues through to the end of the relevant subscription period notwithstanding this Agreement may have been terminated prior to the end of such subscription period. You also acknowledge that any Services are subject to this Agreement and any additional terms relating to the provision of such Services as may be posted to PortConnect's website. You acknowledge and agree that PortConnect may, at its discretion, implement usage-based billing whereby fees for PortConnect Content accessed through your App are charged directly to your End Users based on the volume of data consumed by each End User. Where PortConnect elects to implement such direct End User billing, you agree to cooperate with PortConnect to facilitate the identification, measurement, and billing of End User consumption, including by implementing any technical changes to your App that PortConnect reasonably requires for this purpose.

- 3.8 **End User Transparency and Identification.** You must ensure that each End User accessing PortConnect Content through your App is separately identifiable to PortConnect. Upon PortConnect's request, you agree to provide PortConnect with information reasonably required to identify and verify each End User, including usage volumes attributable to each End User. You must not aggregate, bundle, or otherwise obscure the identity or consumption of individual End Users in a manner that would prevent PortConnect from directly billing End Users or monitoring compliance with this Agreement.
- 3.9 **Account Management.** PortConnect reserves the right to refuse the creation of duplicate accounts for the same user. In a case where duplicate accounts are detected, PortConnect reserves the right to close or merge such duplicate accounts upon providing you at least 10 days' prior written notice. You must not duplicate content over multiple accounts or duplicate updates on one account. No signing in on more than one device is allowed at the same time with the one account.
- 3.10 **Copyright.** PortConnect Content may be protected by copyright, trademark, international treaties, and other proprietary rights of the laws of New Zealand or other applicable jurisdictions. You agree to abide by all applicable intellectual property laws, as well as any additional notices or restrictions posted to the PortConnect website. Unauthorised use of the Services may violate applicable copyright, trademark, or other intellectual property laws and shall be a material breach of this Agreement.
- 3.11 **Rate Limits:** You will not attempt to exceed or circumvent limitations on access, calls, and use of the API ("**Rate Limits**"), or otherwise use the API in a manner that exceeds reasonable request volume, constitutes excessive or abusive usage, or otherwise fails to comply or is inconsistent with any part of this Agreement. If you exceed, or PortConnect reasonably believes that you have attempted to circumvent, Rate Limits, controls to limit use of the API, or the terms and conditions of this Agreement, then your ability to use the API or any Service may be temporarily suspended or

permanently blocked. PortConnect may monitor your use of the API to improve the delivery of its Services and to ensure your compliance with this Agreement.

- 3.12 **Compliance Audit.** PortConnect, or a third party agent subject to obligations of confidentiality, shall be entitled to inspect and audit any records or activity related to your access to the API or PortConnect Content for the purpose of verifying compliance with this Agreement. PortConnect may exercise its audit right upon providing you at least 10 days' prior written notice. No prior notice is required, however, where PortConnect reasonably suspects a security incident, misuse of the API, or a material breach of this Agreement. You must provide your full cooperation and assistance with such audit and provide access to your App, IT system and all PortConnect Content in your possession or control. Without limiting the generality of the foregoing as part of any audit, PortConnect may request, and you agree to provide, a written report signed by an authorized representative listing your compliance, or otherwise, with this Agreement. In connection with any audit under this Agreement, your failure to comply with any request for documents, information, or any visit to your facilities by PortConnect or any of its employees, representatives, or agents will constitute a material breach of this Agreement.

4. **TERMINATION**

- 4.1 **By you.** You may terminate this Agreement at any time upon 30 days' prior written notice to PortConnect and all outstanding API subscriptions must be cancelled (programmatically) by you to avoid ongoing charges. Should you terminate this Agreement, any balance of any subscription moneys paid for the remainder of any subscription period shall not be refundable.
- 4.2 **By PortConnect.** PortConnect may terminate this Agreement, or suspend or discontinue the API or any part of it, for convenience upon providing you at least 30 days' prior written notice. PortConnect may terminate this Agreement, or suspend or discontinue the API or any part of it, immediately if you commit a material breach of this Agreement or where reasonably necessary to address a security risk or protect the integrity of the API.
- 4.3 **Consequences of Termination.** Upon termination of this Agreement or the take down of any Service or notice of discontinuance being given to you:
- (a) all licenses granted herein shall immediately expire;
 - (b) you must cease use of any Service; and
 - (c) you shall permanently delete all PortConnect Content in all forms under your possession or control (including, without limitation, from your servers and IT network).

Except as otherwise provided in this Agreement, the parties to this Agreement will not be liable to each other for any damages resulting from any termination of this Agreement. PortConnect may independently communicate with any End User whose account is associated with your App to provide notice of such termination.

5. **WARRANTY DISCLAIMER**

ANY SERVICE PROVIDED HEREUNDER IS PROVIDED "AS IS" AND "AS AVAILABLE" WITH NO WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND, AND PORTCONNECT EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, SECURITY, TITLE, AND NON-INFRINGEMENT. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, PORTCONNECT DOES NOT WARRANT THAT ITS WEBSITE WILL BE ERROR FREE, THAT DEFECTS WILL BE CORRECTED, OR

THAT ITS WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOUR USE OF ANY SERVICE IS AT YOUR SOLE DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES THAT RESULT FROM THEIR USE INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA OR DAMAGE TO COMPUTER SYSTEMS.

6. **LIMITATION OF LIABILITY**

PORTCONNECT, ITS AGENTS, AFFILIATES, OFFICERS, EMPLOYEES, CONSULTANTS, AND LICENSORS SHALL HAVE NO DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, OR OTHER LIABILITY, WHETHER IN CONTRACT TORT OR OTHERWISE HOWSOEVER, UNDER THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LIABILITY, AND NOTWITHSTANDING ANY FAILURE OF ANY ESSENTIAL PURPOSE. IN THE EVENT THE FOREGOING IS NOT ENFORCEABLE IN FULL OR IN PART (IN WHICH CASE THAT LIMITATION WILL BE AUTOMATICALLY MODIFIED, BUT ONLY TO THE EXTENT SO AS TO MAKE THE LIMITATION COMPLIANT WITH APPLICABLE LAW), YOU EXPRESSLY AGREE THAT PORTCONNECT'S TOTAL LIABILITY UNDER THIS AGREEMENT IS LIMITED TO ONE DOLLAR (NZ\$1.00).

7. **INDEMNIFICATION**

YOU INDEMNIFY, DEFEND, AND HOLD PORTCONNECT, ITS AGENTS, AFFILIATES, OFFICERS, EMPLOYEES, CONSULTANTS, AND LICENSORS HARMLESS FROM ANY CLAIM, COSTS, LOSSES, DAMAGES, LIABILITIES, JUDGMENT, AND EXPENSES (INCLUDING REASONABLE LEGAL AND OTHER PROFESSIONAL FEES), ARISING OUT OF OR IN CONNECTION WITH ANY CLAIM, ACTION OR PROCEEDING (ANY AND ALL OF WHICH ARE “**CLAIMS**”) BY A THIRD PARTY ARISING OUT OF YOUR, OR OF ANY OF YOUR AGENTS OR REPRESENTATIVES OR END USERS, USE OF THE API IN ANY MANNER THAT BREACHES THIS AGREEMENT OR OTHERWISE ARISING OUT OF MATERIALS OR TECHNOLOGY CONTRIBUTED BY YOU. YOU WILL ASSUME CONTROL OF ANY DEFENCE AND SETTLEMENT OF ANY CLAIM SUBJECT TO THIS INDEMNIFICATION (PROVIDED THAT, IN SUCH EVENT, PORTCONNECT MAY IN ITS SOLE DISCRETION AND WITHOUT HAVING ANY OBLIGATION TO DO SO, AT ANY TIME THEREAFTER ELECT TO TAKE OVER CONTROL OF THE DEFENCE AND SETTLEMENT OF ANY SUCH CLAIM). IN NO EVENT WILL YOU SETTLE ANY SUCH CLAIM WITHOUT THE PRIOR WRITTEN CONSENT OF PORTCONNECT.

8. **GENERAL**

- 8.1 The arrangements contemplated by this Agreement are non-exclusive. You acknowledge that PortConnect may be developing or may develop other products, services, or APIs that may compete with your App or any other products or services provided by you or which you intend to provide in the future.
- 8.2 You acknowledge that any breach of this Agreement may cause irreparable harm to PortConnect for which monetary damages may not be sufficient, and you agree that PortConnect will be entitled to seek, in addition to its other rights and remedies hereunder or at law, injunctive or all other equitable relief, and such further relief as may be appropriate from a court of competent jurisdiction.
- 8.3 Without limiting clause 8.2 or any other remedy available at law or under this Agreement, if you breach any provision of clause 2.5 relating to the prohibited use, copying, retention, aggregation, or misuse of PortConnect Content, you agree to pay to PortConnect, as liquidated damages, an amount equal to the greater of: (a) the total fees paid or payable by all End Users whose data was

accessed in connection with the breach during the 12-month period preceding the date on which PortConnect first became aware of the breach; and (b) \$50,000. You acknowledge that such liquidated damages represent a genuine pre-estimate of the loss that PortConnect would suffer as a result of such breach and that PortConnect's actual losses may be difficult to quantify.

- 8.4 PortConnect may amend or modify any of the terms and conditions contained in this Agreement at any time in its sole discretion by posting a change notice on PortConnect's website, or emailing such change to the email address provided by you or otherwise notifying you. IF ANY AMENDMENT OR MODIFICATION IS NOT ACCEPTABLE TO YOU, YOUR ONLY RECOURSE AGAINST PORTCONNECT IS TO TERMINATE THIS AGREEMENT. YOUR CONTINUED USE OF ANY SERVICE, INCLUDING THE CONTINUED POSSESSION OF ANY PORTCONNECT CONTENT, OR DOCUMENTATION AND SPECIFICATIONS RELATING THERETO, OR ANY CONTINUED DEVELOPMENT OF YOUR APP FOLLOWING POSTING OF A CHANGE NOTICE OR NEW AGREEMENT ON PORTCONNECT'S WEBSITE WILL BE DEEMED BINDING ACCEPTANCE OF THE CHANGE.
- 8.5 If PortConnect is prevented or delayed in the performance of any of its Services or the API under this Agreement by force majeure, then PortConnect shall be excused from the performance or the punctual performance, as the case may be, as from the date of such force majeure occurs, for so long as such cause of prevention or delay shall continue. For the purpose of this Agreement, "**force majeure**" shall be deemed to be any cause affecting the performance of this Agreement or the API arising from or attributable to acts, events, omissions, software bugs or virus or accidents or attacks (malicious or otherwise) beyond the reasonable control of PortConnect. Excuse from performance does not extend the duration of the Services to be provided to you.
- 8.6 The following sections will survive termination of the Agreement: Section 3 (Your Responsibility); Section 5 (Warranty Disclaimer), Section 6 (Limitation of Liability), Section 7 (Indemnification), and Section 8 (General).
- 8.7 This Agreement is governed by, and construed in accordance with, the laws of New Zealand. Any dispute arising out of or related to this Agreement must be brought exclusively in a court in New Zealand and by accepting this Agreement, you submit to the non-exclusive jurisdiction of such courts.
- 8.8 Any notice under this Agreement may be given by email to the email address used to register for access to the API. A notice sent by email is deemed received on the day after it is sent, unless the sender receives an automated message that the email was not delivered.

[End of terms and conditions]