

## Terms of Service – USTR 301 Fee Clearing Support Service

**Effective Date:** 14<sup>th</sup> October 2025

These Terms of Service (“Terms”) govern the provision of the United States Trade Representative (USTR) Fee Clearing Support Service (“the Service”) offered by Hudson-Arvon, LLC d.b.a ShorelineHudson (“ShorelineHudson,” “we,” “our,” or “us”) to its clients (“you,” “your,” or “Client”) seeking assistance with the USTR Vessel Fee Regime (“USTR Fee Regime”) effective from 14 October 2025.

### 1. Scope of Service

The Service comprises:

- **Advisory Support:** Review of potential fee exposure under the USTR Fee Regime.
- **Fee Calculation Review:** Non-binding review of your self-declared tonnage figures and USTR fee tier to flag potential discrepancies.
- **Payment Handling:** Receipt of cleared USD funds on your behalf and submission of fees owed under the USTR Fee Regime (“USTR Fees”) through the U.S. government’s [Pay.gov](#) portal.
- **Documentation Support:** Provision of payment confirmation to Client and/or a Client’s nominated agent as required.

This Service is administrative and advisory in nature only and does not constitute legal, tax, or regulatory advice.

### 2. Client Obligations

Client is solely responsible for:

- Providing accurate and complete information regarding the completion of the USTR Fee Regime online payment form at [Pay.gov](#), including operator, vessel particulars, and voyage information relating to the payment.
- Transferring cleared funds to ShorelineHudson no less than five (5) business days prior to the vessel’s arrival at the first U.S. port or designated anchorage.
- Verifying your own regulatory obligations and ensuring that independent legal or regulatory advice is sought if required.

### **3. Limitation of Liability**

ShorelineHudson will make reasonable efforts to execute the Services in a timely and diligent manner. However, we do not assume, and hereby expressly disclaim, any liability for:

- Delay or detention of any vessel;
- Incorrect or incomplete payment due to inaccurate or incomplete data supplied by the Client.
- System, technical, or other failures associated with the U.S. Pay.gov portal.
- Misapplication, errors in enforcement, or inconsistent enforcement of USTR, CBP, or other U.S. government regulations by U.S. authorities.
- Any direct, indirect, incidental, or consequential loss including, but not limited to, demurrage, loss of hire, reputational harm, penalties, or commercial losses.

Maximum liability, if any, for claims arising under this agreement shall be strictly limited to the fee paid by the Client to ShorelineHudson for the specific Service rendered.

### **4. Indemnity**

The Client agrees to indemnify and hold harmless ShorelineHudson, its officers, employees, and agents from and against all claims, demands, liabilities, damages, losses, and expenses, including reasonable legal fees, arising out of or in connection with:

- Misuse or misrepresentation of the Service;
- Failure by Client, its agents, financial institutions, and/or other party acting on Client's behalf to provide accurate and complete information;
- Any act or omission of the Client, its agents, financial institutions, and/or other parties acting on Client's behalf resulting in enforcement action or port disruption.

### **5. Fees and Payment Terms**

- Our fees shall be paid concurrently with the USTR Service Fee in the same transaction in USD. Our fees will be invoiced according to the published fee schedule or as agreed in writing.
- ShorelineHudson is not obligated to make any USTR fee payment on your behalf unless and until full cleared funds have been received.

## **6. Exclusion of Sanctioned Vessels, Persons and Entities**

You represent and warrant that no vessel, person, or entity engaging ShorelineHudson to provide the Service is subject to any sanction, prohibition, or restriction under the trade or economic sanctions, laws or, regulations of the United States of America, including without limitation any sanction, law, regulation, or declaration promulgated pursuant to the International Emergency Economic Powers Act (each such vessel, person, or entity is a “Sanctioned Entity”) or other relevant law. Notwithstanding any other provision of this Agreement, ShorelineHudson (i) will not provide the Service to, (ii) will not undertake any activity for the benefit of, and (iii) will not have any obligation whatsoever to any Sanctioned Entity. Any breach of this Clause 6 constitutes both your “Misuse or misrepresentation of the Service” and your “Failure to provide accurate information” subjecting you to the indemnity obligations of Clause 4 of this Agreement.

## **7. Governing Law and Jurisdiction**

These Terms of Service shall be governed by and construed in accordance with the laws of the United States and the State of Michigan, without regard to any principles of conflicts of law.

## **8. Arbitration**

Any dispute, claim, or controversy arising out of or relating to these Terms, the Service, or any related transaction which is not resolved by discussion in good faith between the parties shall be exclusively and finally settled by binding arbitration. The arbitration shall be administered by the International Chamber of Commerce (“ICC”) pursuant to the Rules of Arbitration of the ICC effective at the time of the Dispute (the “Rules”). The arbitral tribunal shall consist of three (3) arbitrators. Each party shall nominate one (1) arbitrator in accordance with the Rules and the two (2) arbitrators so nominated will within thirty (30) days of confirmation of the second arbitrator select the third arbitrator who will act as chairman. Unless otherwise agreed by the parties, the place of arbitration shall be Grand Rapids, Michigan.

## **9. Force Majeure**

ShorelineHudson will not be liable for any loss incurred due to an interruption of Pay.gov service or failure to deliver the Pay.gov service for any reason, including but not limited to storms, fire, floods, strikes and lockouts, network overload, malfunctions in external networks, servers, and system breakdowns.

## **10. Entire Agreement**

This Agreement (i) is the entire agreement of ShorelineHudson and Client concerning the subject matter contained herein and supersedes and replaces in its entirety any prior such agreements; (ii) may not be amended except in a writing signed by ShorelineHudson and Client; and (iii) is executed by authorized representatives of each of ShorelineHudson and Client.

### **Survival**

The Sections in this Agreement regarding indemnity, limitation of liability, and applicable laws shall survive the expiration or termination of this Agreement for any reason

## **11. Acceptance**

By engaging ShorelineHudson to provide this Service, you acknowledge that you have read, understood, and agreed to these Terms.