

YUSEN VANTAGE FOCUS (Quote & Book)**Terms and Conditions**

The following terms and conditions (together with the terms and conditions or documents referred to herein, and including any revision thereof, hereinafter referred to as the "**Terms**") are the terms and conditions of the services described in Article 3 on a digital platform named as YUSEN VANTAGE FOCUS provided by YUSEN LOGISTICS CO., LTD., incorporated and existing under the laws of Japan with address at Shinagawa Seaside Park Tower, 4-12-4 Higashi-shinagawa, Shinagawa-ku, Tokyo 140-0002 Japan (hereinafter referred to as "**YLK**") (such services are hereinafter referred to as the "**Services**") to the persons or entities who apply for registration to the Membership and Members (see Article 1). The Services are for a business-to-business transaction and therefore not valid for any use by private individuals, where YLK, in principle, rejects in advance any offers that may be made by individuals not acting as the agent of and not having the authority of a company.

Article 1. Definitions

In the Terms, the following words shall have the meanings hereinafter defined, unless the context obviously requires otherwise.

"Air/AIR" means air transport as a mode of transport;

"AWB" means both HAWB and DAWB;

"BL / HBL(s)" means the house bill of lading(s) or Sea waybill(s) issued to a shipper by YLK or YL Subsidiaries as a carrier, or on behalf of YLK or other YL Subsidiaries for carriage by SEA;

"Carriage" means the carriage or service(s) provided and/or proposed to be provided by the Carrier to the Customer in accordance with the Contract. For the avoidance of doubt, the cargo insurance arranged by the Carrier or its agent in accordance with Article 3 I. C(12) is not included in the Carriage;

"Carrier" means the party who is responsible for carriage or service(s) as a carrier or a service provider whose quotation is provided through the Services and/or whose individual contract of carriage or service is concluded on the Services. For carriage by Air or Sea, the Carrier is described on (a) the quotation page of the Services as a service provider and (b) relevant HAWB or HBL if it is issued for the Carriage. If there is discrepancy between the description on (a) and (b), the latter shall prevail. For the avoidance of doubt, YLK or any of YL Subsidiaries will be Carrier depending on the picking-up place or loading port or airport, and the insurer for the cargo insurance arranged by the Carrier or its agent in accordance with Article 3 I. C(12) is not included in the Carrier and its sub-contractors;

"Contents" means all information, hard copy, software, photographs, data, text, graphics, sound, messages or other materials to consist of the Web site or to be provided through the Services;

"Contract" means the individual contract and/or proposed contract of the Carriage between the Carrier and the Customer concluded or proposed to be concluded on the Services;

"Customer" means a company which is identified in the "Company" field by the User in an application form for registration and the Registration Data, where the Customer shall be deemed to have duly authorized the User to make access to and use the Web site and the Services and to agree the Terms for it and on its behalf;

"DAWB(s)" means the direct Air waybill(s) prepared by YLK or YL Subsidiaries on behalf of a shipper and issued directly to the shipper by an actual carrier which is not YLK or YL Subsidiaries for carriage by AIR;

"FCL" means full container load as a type of Sea transport;

"HAWB(s)" means the house Air waybill(s) prepared by YLK or YL Subsidiaries on behalf of a shipper and issued to the shipper by YLK or YL Subsidiaries as a carrier by AIR;

"HS code" means specific numbers to classify traded goods in accordance with Harmonized Commodity description and Coding System;

"Known Shipper/Consignor" means a shipper/consignor who originates cargo for its own purposes and whose security procedures for preparation and arrangement of Shipment meet the commonly accepted security practices, standards and rules in the field of civil aviation validated by the competent authority in each country;

"LCL" means less than container load as a type of Sea transport;

"Member(s)" means the Customer(s) and the User(s);

"Membership" means the status of being the Member;

"Password" means the word to be set by the User at the first accessing the Services and/or changed from time to time at the User's convenience;

"Registration Data" means the information of the Member as requested by YLK to the prospective Member making application for registration to the Membership and provided by the Member to YLK in accordance with Article 5;

"Sea/SEA" means ocean transport as a mode of transport;

"Service" means each category of the Services, the current versions of which are QUOTE & BOOK and TRACK as provided in Article 3 I. and Article 3 II. respectively;

"Shipment" means the cargo which Carrier or its sub-contractor(s) physically takes over for the performance of the Carriage;

"User(s)" means an individual(s) who has been duly authorized by the Customer to make access to and use the Web site and the Services for or on behalf of the Customer. If the User is not so authorized (including the case where there exists no such Customer as indicated by the User, Article 7 (1) shall apply;

"Username" means an e-mail address to be registered by the User for the User's access to and use of the Services;

"Web site" means the web site, <https://quote-book.yvf.yusen-logistics.com> ;

"YLK Interests" means directors, auditors, officers, employees, subsidiaries and agents of YLK, and freight forwarders who have mutual agency agreement with YLK or YL Subsidiaries; and

"YL Subsidiary(ies)" means YLK's subsidiary company(ies) listed in APPENDIX A.

Article 2. Consent to the Terms

YLK agrees to provide, and the Member agrees to make access to and use, the Services subject to the Terms. By accessing, browsing and/or using the Web site and the Services, the Member is deemed that it has read, understood, and agrees to be bound by the Terms. If the Member does not agree to the Terms, it should not use the Services. The Member further agrees that YLK may, from time to time, amend, alter or revise the Terms at its sole discretion. Notice of amendment, alteration and revision with an effective date shall be given according to Article 18. In addition, the Member shall periodically check the Terms posted on the login page of the Web site to review the current or revised Terms applicable to use the Services. Member's continued use of the Services after such revisions constitutes Member's acceptance of these revisions and to be bound by the revised Terms.

Article 3. Services

I. QUOTE & BOOK

The QUOTE & BOOK Service currently available shall be provided in accordance with the terms and conditions stipulated hereafter:

A. ROLE AND RESPONSIBILITY

- (1) In principle, YLK provides the Quote & Book Service as an online platform for efficient communication between the Customer and the Carrier about concluding the Contract and their preparations for Shipment. All quotations, payments and bookings for the Contract through the Services are always provided by or received by the Carrier not by YLK,
- (2) The Contract shall be concluded between the Customer as a shipper or consignee of Shipment on the one contracting party and the Carrier on the other contracting party. The Carrier is solely responsible and liable for the Carriage towards the Customer and shall perform the Carriage in accordance with (a) applicable law and regulations, (b) the terms and conditions of the Carrier of the Contract, and (c) the Terms. The Customer can refer to (b) the terms and conditions of the Carrier at the following URL and/or on the quotation page of the Services and/or in other sources specified by the Carrier from time to time, and obtainable from the Carrier.
 - (i) For Air:

<https://www.yusen-logistics.com/en/services/transportation-services/air-freight-forwarding/terms-and-conditions>

(ii) For Sea:

<https://www.yusen-logistics.com/en/services/transportation-services/ocean-freight-forwarding/offterms-and-conditions>

- (3) Unless YLK is the Carrier, YLK as a provider of the Services only and acts as for and on behalf of the Carrier for concluding the Contract.

B. QUOTATION AND BOOKING - PROCESS

- (1) Rate quotation and booking information found on the Services may not be considered as a binding offer for the Carriage to be performed by the Carrier. Ad hoc rate quotations are created based on the Carriage requested by the Customer and are calculated based on the Customer's requirements and requests. Rate quotations provided are effective until the validity date stated on these quotations or in accordance with Article 3 I. C(3). The Carrier shall have the discretion to select and propose the routing, agents, and/or sub-contractors (including underlying actual carrier for Carrier) for the Carriage which are different from those identified by the Customer when the Customer makes rate quotation inquiry, if the Carrier thinks them fit and better.
- (2) Rate quotations are subject to change until the time when the Customer places booking on the Services. Only at that time, a rate quotation does become effective and constitutes a binding offer.
- (3) The Carrier shall be entitled to cancel the booking of the Carriage, and the Customer may be charged for any documented or commercially reasonable costs if:
- (i) There should be a material discrepancy between the details entered by the Customer and the actual description of the Shipment(s) or the picking-up time.
 - (ii) The Customer fails to meet any of the Carrier's internal compliance requirements, as documented by our agreement and the Terms.
 - (iii) The Customer requests to cancel the booking of the Carriage (which shall be subject to a cancellation fee).

C. QUOTATION AND BOOKING – RESERVATION ABOUT QUOTATION

- (1) The Carrier will prepare rate quotations and perform the Carriage based on the information contained in the Customer's instructions.
- (2) Rate quotations apply only to stackable general cargo. The Carrier is unable to accept any of the following cargo types: dangerous goods, perishables, valuables,

temperature-controlled, oversized, over-length, out-of-gauge cargo, or any other special cargo.

- (3) Rate quotations are valid for acceptance within the following timeframes counting from the rate quotations date, depending on the mode of transportation:
 - (i) Air rate quotations: within 7 calendar days
 - (ii) Ocean rate quotations: within 14 calendar days
- (4) The Carrier will apply fuel and/or security surcharges subject to the airline and shipping line and LCL service provider as the Carrier's sub-contractor. Any other or additional surcharges will be applied as per the Carrier's standard and adjusted in line with market changes or development.
- (5) The Carrier's rate quotations may be subject to the following charges depending on transport, ancillary services, and/or cargo requested by the Customer (unless otherwise indicated in the quotation itself):
 - (i) Inspection fee
 - (ii) Duty or tax (including VAT)
 - (iii) Courier fees
 - (iv) Heavy lift charges
 - (v) Overtime charge incurred
 - (vi) Any such fees which will be charged extra
 - (vii) Other charges and fees additionally incurred under the case of force majeure
- (6) Pick-up or delivery charges are based on the following service levels and expectations:
 - (i) Standard service
 - (ii) Standard equipment
 - (iii) Non-bonded truck
 - (iv) Business hours only
 - (v) Fuel surcharges are subject to change
 - (vi) Detention is not included

All charges and services offered are subject to capacity and equipment availability only and are based on unhindered routes of transportation.

- (7) Total charges for the Carriage do not include cargo insurance coverage, unless otherwise stated.
- (8) Transit times indicated on the Services are available for reference information only. The transit times do not reflect delays due to export control or customs clearance processes or any other unexpected matter adversely affecting Carrier's performance of Carriage.

- (9) Rate quotations on customs clearance fee and customs related fee are for three (3) HS codes (lines). Additional HS codes will be charged additionally as per valid tariffs.
- (10) Air Freight Service – Special condition:
- (i) Air freight charges will be based on chargeable weight, which is the greater of gross or volumetric weight, determined using a factor of 1 cubic meter = volumetric weight of 166.67 kg.
 - (ii) Rate quotations are based on chargeable weight and apply to Known Shipper. Non-Known Shipper may be subject to additional security procedures, actions, or charges. The Carrier reserves the right to refuse the Contract with or Shipments to non-Known Shipper based on unknown circumstances and accepts no liability for any disruption or additional charges incurred.
 - (iii) Rate Quotations are based on lower deck cargo size and transportation restrictions only, unless explicitly mentioned in the offer from the Carrier.
- (11) Ocean Freight Service (FCL / LCL) – Special condition:
- (i) FCL ocean freight charges quoted shall be based on particular information provided by the Customer.
 - (ii) LCL ocean freight charges quoted will be based on actual or dimensional weight, whichever is greater (volumetric factor of 1 cubic meter = 1 ton), subject to a minimum 1 Revenue Ton (RT).
 - (iii) Unless otherwise agreed, FCL and LCL rate quotations provided by the Carrier are subject to industry standard detention and demurrage tariffs and will be charged by these tariffs. Additionally, all the Carriage quoted shall be subject to equipment availability at the time of shipment and underlying carrier's capacity and approval, and in accordance with underlying carrier's policies and requirements.
- (12) In case the Customer requests the Carrier to arrange a cargo insurance for the Shipment in addition to the Carriage, the Carrier or its agent will arrange the cargo insurance with an insurance company which the Carrier regards suitable at its sole discretion based on a value of the Shipment indicated by the Customer. The cargo insurance is subject to the conditions of insurance policies of the insurance company, and the details of the insurance such as the name of the insurer, coverage and the conditions will be provided separately.

D. THE MEMBER'S UNDERTAKING

- (1) The Customer and the User shall refer in advance to Carrier's restricted items shown at the Web site for information related to shipments restricted to accept.

- (2) The Customer and the User must agree to inform the Carrier of any relevant information pertaining to the description and nature, and weight and measurement of the Shipment (including special requirements dictated by nature or the condition of the Shipment) when the request of quotation, and prior to the Carrier's performance of the Carriage and/or in a timely manner if any information is changed, so that the Carrier may properly prepare to comply with statutory regulations. Further, the Customer shall warrant that such information is accurate, complete, and in accordance with past agreements with the Carrier.
- (3) Shipments presented to the Carrier for the Carriage must respect compliance and cargo standards. The Shipment must be properly secured, packed, sealed, and marked and labeled, adhering to statutory regulations and recognized standards in order to avoid any injury, damage, contamination, or deterioration to any persons or property including other cargo carried in the same means of transport.
- (4) It is the Customer's responsibility to ensure that the Shipment shipped by the Customer is not deemed illegal under any applicable laws or regulations.
- (5) For providing the Shipment to the Carrier for the Carriage, the Customer is responsible for complying with all requirements of export, customs, and foreign trade laws. The Customer must obtain any required export and/or import authorizations, unless the Carrier has stated their obligation to do so under applicable trade regulations.
- (6) The Customer shall warrant that any party who is to receive the Shipment from the Carrier shall be bound by the terms and conditions of the Contract and the Terms.
- (7) The Customer shall indemnify and hold harmless the Carrier, its sub-contractor(s), YLK and YLK Interests against any claim, loss, action, proceeding, damage or other liability whatsoever (including damages or compensation paid by them to compromise or settle a claim) suffered as a result of any actual or potential breach of the Customer's responsibilities, undertakings and warranties. In such cases, the Customer agrees to pay any costs and expenses incurred, including but not limited to fine or penalty resulting from the breach and attorney's fees charged to the Carrier, its sub-contractor(s), YLK and YLK Interests for working to resolve its consequences.

E. PAYMENT AND LIEN

- (1) The Customer agrees to pay all relevant charges, including the price quoted and agreed upon, plus any additional freight and surcharges due to difference of weight or measurement and any additional charges or fees that are incurred during performing the Carriage or related to Shipment, including any charges from third party service providers.

- (2) Agreed charges through the Services are subject to value-added taxes when applicable (VAT). Charges will be made in the local currency in case of payment over invoice and will be made in US Dollar in case of payment by credit card or equivalent electronical method, unless otherwise stated and agreed upon before performing the Carriage. Carrier uses industry standards to convert any trading currencies into local currencies or US Dollar at the time of invoicing.
- (3) In case the Customer chooses payment over invoice as a payment method;
- (i) invoice(s) will be sent by the Carrier or its agent to the Customer by email and the Customer shall pay the invoiced amounts upon receipt unless otherwise provided for in applicable laws or in separate written agreements between the Carrier and the Customer or the Customer's agent, or in accordance with the due date stated on the invoice(s).
 - (ii) If the Carrier starts performing the Carriage without the payment by the Customer, the Carrier is entitled to withhold the release of the Shipment until actual receipt of the payment in full in accordance with and to the extent permitted by the applicable law and/or the applicable terms and conditions of the Carriage.
- (4) In case the Customer chooses payment by credit card as a payment method;
- (i) the Carrier, and/or Yusen Logistics Global Management Ltd. and/or any other transaction agent(s) (collectively the "Transaction Agents") will charge the amount agreed between the Carrier and the Customer on the Customer's credit card account through the credit card company. The payment shall be deemed to reach the Carrier when the Carrier and/or the Transaction Agents receives actual payment of the charged amount from the credit card company.
 - (ii) without prejudice to the foregoing, the Carrier shall start performing the Carriage before actual receipt of the payment when the credit card company confirms the Customer's credit card account as valid; provided, however, if the Carrier and/or the Transaction Agents does not receive actual payment of the charged amount from the credit card company by the due date agreed between the Carrier and/or the Transaction Agents and the credit card company for any reason, the Carrier shall remain entitled to directly charge the amount due to the Customer by invoicing and the Customer shall pay it over the invoice without delay. Further, if physically possible in the middle of performing the Carriage, the Carrier is entitled to withhold the release of the Shipment until actual receipt of the payment in full in accordance with and to the extent permitted by the applicable law and/or the applicable terms and conditions of the Carriage.

- (iii) In case there happens a necessity to add, adjust or refund the charges and fees in any or full, such addition, adjustment or refund are always made through the same credit card account upon a prior email notification and/or acceptance by the Customer.
- (5) The Carrier has and is entitled to exercise a general lien in any reasonable manner at its discretion on the Shipment served and/or shipped by the Carrier and any documents related to such Shipment for any amount due from Customer to the Carrier including storage fees and the relevant costs to recover them in accordance with and to the extent permitted by applicable law and/or the applicable terms and conditions of the Carriage.

F. LIABILITY AS CARRIER

- (1) The Contract shall be governed by and construed and the Carrier's liability thereof shall be determined, in accordance with the Carrier's applicable terms and conditions described in Article 3 I. A(2) including but not limited to "Condition of Contract" on HAWB and "Terms and Conditions" on HBL depending on the carrier of each HBL.
- (2) In case no transport document or service evidence is issued by the Carrier and/or no applicable terms and conditions of the Carrier are specified for any particular Carriage, such Carriage shall be governed by and construed in international conventions, laws, statutes or regulations mandatorily applicable to contracts of such Carriage. The Carrier's liability shall not exceed the limitations provided in the international convention, laws, statutes or regulations.
- (3) If any provision of the Terms is held to be inconsistent with or repugnant to any extent of applicable Carrier's terms and conditions, or the above international conventions, laws, statutes or regulations, such provision shall be null and void to the extent of such inconsistency or repugnance but no further.
- (4) Notwithstanding the foregoing articles, the Carrier shall in no event be liable for:
 - (i) dangerous goods, perishables, valuables, temperature-controlled cargo for which the Carrier performed the Carriage resulting from the Customer's and User's misdeclaration or non-declaration against Article 3 I. C(2),
 - (ii) direct loss or damage caused by delay howsoever caused, or
 - (iii) indirect, consequential or financial loss such as, but not limited to, loss of profit and loss of market.

Regarding (ii), without prejudice to the foregoing, in case the Carrier is found liable for any delay, its liability shall be limited to the freight and charges or service fees applicable to the relevant stage and/or mode of the transport or service.

G. COMMUNICATION IN ELECTRONIC WAY

The Member agrees to communicate exclusively through use of electronic means (i.e. through the Services or by email). Negotiations and agreements will be finalized and concluded using electronic communication, and will not be subject to contesting the validity of the agreement or contract because (a) they were agreed upon electronically, (b) original records exist only electronically, and (c) no signatures exist on paper confirming such agreements as evidence.

II. TRACK

The TRACK Service currently available shall be provided in accordance with the terms and conditions stipulated hereafter:

- (1) The Member may refer the tracking information of Shipment through the Services, where [the terms and conditions for TRACK Service accessible at the linked page hereof](#) ("TRACK Terms") shall be applied and the Member shall explicitly agree to be also bound by those TRACK Terms together by the Terms.
- (2) Data and information currently available to the Member through the Services are listed in user guides, a help center and/or FAQ site of each Service. The Member may see data or information which are not listed in the user guides, but such data and information are out of scope of the Services.
- (3) The Member expressly understands that YLK does not guarantee that the above information seen through the Services is complete, exhaustive, accurate, reliable, useful or valuable.
- (4) The Member agrees that the Services shall be rendered subject to not only the Terms but also the terms and user guides of each Service, if any (these terms and user guides shall be deemed to be incorporated in the Terms), which may be referred to in the Web site by the Member.

Article 4. Possible change of the Services

Notwithstanding Article 3, the Member agrees that YLK at any time and at its sole discretion may stop, change, modify, or discontinue part or all of the Services, or add a new service to the Services. Prior to these actions to be carried out, except minor changes and modifications which YLK considers these may not materially affect or may improve the Member's use of the Services, YLK shall notify the Member of them according to Article 18. The Member agrees that the Member shall be deemed to have received the notice from YLK at the time provided in Article 18 and further agrees that YLK shall never be responsible for the claim from the Members or third parties caused in connection with such stoppage, change, modification, discontinuance, or addition. For the avoidance of doubt, the Services after these actions (except stoppage and discontinuance of all the Services) shall also be governed by the Terms.

Article 5. Registration to Membership

- (1) The Member agrees (a) to give all accurate information of business scopes or reasons for application to the Services or any other matters if inquired by YLK or YLK Interests as pre-interview to know the motive and background of the Member's businesses and application (b) to provide YLK with the Registration Data by the application form, in making application for registration to the Membership, and (c) to promptly update the Registration Data to YLK in the form to ensure that it remains true, accurate, complete and current, at all times during its Membership.
- (2) If the Member provides any information that do not meet those standards, or YLK has reasonable grounds to suspect that such may be the case, YLK may, at its sole discretion, (a) suspend or terminate the Membership or refuse to provide the Member with any or all current or future access to or use of the Services or/and portion thereof and (b) suspend or refuse any or all current or future access to or use of the Services.
- (3) The Member is entitled to make access to or use the Services only when the Membership is valid. The Membership shall become valid after a prospective Member has made to YLK an application for registration to the Membership by the online application form and such application has been registered by YLK at its sole discretion. For the avoidance of doubt, YLK shall have an absolute discretion to accept or refuse any application for registration to the Membership by any prospective Members.

Article 6. Password and security

- (1) The Member is responsible for maintaining the confidentiality of Username and the Password, and is fully responsible for all activities that occur under such Username or Password. The Member agrees to immediately notify YLK of any unauthorized use of such Username or Password.
- (2) The Member shall not make available Username and the Password to any unauthorized person(s) or party(ies) by YLK in accordance with Article 5 for any purpose.
- (3) YLK shall not be liable for any claim, loss, damage, cost and expense arising out of or in connection with the Member's failure to comply with this Article, and the Member shall indemnify and hold YLK and YLK Interests harmless from and against such claim, loss, damage, cost and expense (including reasonable attorney's fees) made or sustained by other Members or other third parties.

Article 7. Member's responsibility and liability

- (1) When the User initially makes application to the Membership, the User hereby warrants that the User is and continues to be duly authorized to act for and on behalf of the Customer referred to in the application for the purpose of making access to and using the

Services and concluding the Contract with the Carrier. Without prejudice to Article 7(2) herein and without prejudice to any possible legal remedy against the apparent Customer identified by the User, should the User be in breach of this warranty, the User shall absolutely be liable to YLK, YLK Interests, the Carrier and its sub-contractors, other Members and any third party for any loss, damage, cost or expense including reasonable attorney's fees arising out of or in connection with any breach of this warranty.

- (2) The Customer hereby warrants that any of the Users who acts for and on behalf the Customer for the purpose of making access to and using the Services and concluding the Contract with the Carrier is duly authorized to act for it and on its behalf. Should the Customer recognize that any of the User apparently acting for it and on its behalf is not duly authorized in fact, the Customer shall immediately notify YLK of the identity of the User so that YLK can take steps to cease the access to and use of the Services by such User. Should such User make access to and use the Services and/or conclude the Contract with the Carrier before such steps are taken by YLK, such Customer shall accept that such User have acted as if duly authorized by such Customer.
- (3) The Member agrees that it shall comply with any instructions or directions reasonably required from time to time by YLK in connection with access to or use of the Services.
- (4) The Member agrees that it shall prepare appropriate software, computer system and other necessary system for access to and use of the Services, to meet the recommended system requirements from time to time notified by YLK in accordance with Article 18.
- (5) The Member agrees not to make access to or use the Services for the purpose or in the manner or mode contrary to or violating or infringing laws and regulations or public order and morals. Without prejudice to and limitation of the generality of the foregoing, the Member agrees to make access to or use the Services genuinely and in good faith.
- (6) The Member agrees that the Member must evaluate and bear by itself all risks associated with or the use of any Contents and Services, including any reliance on the completeness, accuracy, or usefulness of such Contents and Services.
- (7) Without YLK's prior written consents, the Member shall not:
 - (i) reverse engineer, decompile, disassemble or otherwise interfere with the Web site and the Services;
 - (ii) publish, copy, lease to any third party the Services, any other software, data, tools or facilities made available to the Member in connection with the Web site or the Services;
 - (iii) attempt to make unauthorized access to the Services, any accounts, systems or networks connected with the Web site and the Services through hacking, password mining or any other means;

- (iv) use or access the Services with automated inquiry devices, robots, or repetitive data gathering and extraction tools, routines, scripts or other similar mechanisms; and
 - (v) use or access the Services in any way that adversely affects the performance or function of the Web site and the Services or interferes with the ability of other Members and other Users to access and use the Web site or the Services.
- (8) The Member shall absolutely be liable to YLK, YLK Interests, other Members and any third party for any loss, damage, cost or expense including reasonable attorney's fees arising out of or in connection with any breach of the Terms or misuse of the Contents by the Member.

Article 8. Disclaimer of warranties

The Member agrees that YLK makes no warranty that (a) the Services will be uninterrupted, timely, secure, error-free or compatible in any manner with the Member's software or system, (b) the Service, the results obtained from the Service, and/or the information supplied by the Service will meet the Member's requirements or expectations, (c) the Contents and Services will be free from any computer virus, and (d) any computer virus shall not intrude the Member's software or other system through the Services.

Article 9. No Liability

- (1) The Member agree that YLK and YLK Interests shall not absolutely be liable for any direct, indirect, incidental, or consequential loss, damage, cost or expense, whether foreseeable or unforeseeable, arising out of or in connection with (a) the access to or use of or the inability to make access to or use the Services, (b) mis-display of information or communication, (c) unauthorized access to, diversion of or alteration of the Member's transmissions or data, (d) access by, statements by or conduct of any third party on the Services, (e) infection by computer virus, (f) use or disclose of Contents and the Services, or (g) any and all other matters relating to or arising out of the Services.
- (2) Without prejudice to and limitation of the generality of the aforesaid, the Member agrees that YLK and YLK Interests assume no responsibility for the timeliness, deletion, mis-delivery or failure to store any user communications or personalized settings.

Article 10. Waiver and remedies

No failure to exercise and no delay in exercising any right hereunder on the part of YLK shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or future exercise thereof or the exercise of any other right. Rights hereunder shall be in addition to all other rights provided by law. No notice or demand given in any case shall constitute a

waiver of rights to take other action in the same, similar or other instances without such notice or demand.

Article 11. Proprietary rights

- (1) The Member agrees that the Services and any software necessary for the provision of the Services (the “Software”) contain proprietary and confidential information and trade secret that is protected by applicable intellectual property and other laws. The Member further agrees that Content or information presented to the Member through the Services is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. The Member agrees not to copy, rent, lease, sell, distribute, grant a security interest in or otherwise transfer any right in, or modify, create derivative works from, reverse engineering, reverse assemble or otherwise attempt to identify or copy any source code of, the whole or part of the Services or the Software, unless expressly authorized in writing by YLK or the owner of the rights to do so.
- (2) The Member agrees not to make access to or use the Services by any means other than through the interface that is provided by YLK for use by the Member to make access to or use the Services.

Article 12. Duration of the Membership

The Membership is valid and in force for 1 year after the day of its effective date and the Membership will be automatically extended for another 1 year, unless the Member will give YLK a written notice to the contrary, not later than 1 month prior to the date of expiration. This automatic extension method shall apply to the extension of succeeding each 1 year.

Article 13. Termination by the Member

Notwithstanding Article 12, the Member may at any time terminate the Membership by giving YLK a written notice, 1 month prior to the date of termination.

Article 14. Termination by YLK

If one of the following events occurs, YLK may, by giving notice to the relevant Member in accordance with Article 18, at its sole discretion suspend or terminate the Membership or refuse to provide the Member with any or all current or future access to or use of the Services or any portion thereof:

- (i) The Member defaults in the performance or observance of any of its obligations under any contract including the Terms between the Member and YLK or YLK Interests;

- (ii) An application is made to a court of competent jurisdiction for seeking an order or decree (a) adjudging the Member to be bankrupt or insolvent, or (b) approving commencement of winding up, liquidation, or regeneration or reorganization procedures under the Bankruptcy Act, the Civil Rehabilitation Act, the Corporate Reorganization Act or the Companies Act of Japan or any other similar applicable law in Japan or any other jurisdiction with respect to the Member;
- (iii) An application is made for the order of attachment, disposition or arrest, provisional or final, of judicial or administrative process upon or against the whole or a part of the assets of the Member, or such order is made;
- (iv) A resolution of shareholders is passed, for the winding up or liquidation of the Member otherwise than in connection with or for the purpose of a merger, amalgamation or reconstruction; or
- (v) The Member stops payment generally including but not limited to within the meaning of the Bankruptcy Act of Japan or the Member ceases, or through an official action of its Board of Directors decides to cease, to carry on its business otherwise than in connection with or for the purpose of a merger, amalgamation or reconstruction.
- (vi) The businesses between the Member and YLK and all YLK Interests cease to continue.
- (vii) YLK has reasonable ground to believe that the Member will not use or make access to the Services to the future.

Article 15. Entire agreement and inconsistency with the terms and conditions of Contract

- (1) Subject to paragraph (2) herein, the Terms shall constitute the entire agreement between the Member and YLK about the usage of the Services, and supersede any prior agreements between such Member and YLK.
- (2) Should any provisions in the Terms be found inconsistent with those in the applicable terms and conditions of the Contract, the former shall prevail unless otherwise specifically agreed in the Contract; provided, however, should the former be found inconsistent with the latter to be applied because the latter are subject to governmental or other official approval or to be mandatorily applied for any reason, then latter shall prevail to that extent but no further.

Article 16. Severability

If any provision of the Terms is found by a court of competent jurisdiction to be invalid, YLK, the Member nevertheless agree that the court should endeavor to give effect to their intentions as reflected in such provision and that the other provisions of the Terms remain in full force and effect.

Article 17. Time bar

The Member agrees that irrespective of any statute or law to the contrary, any claim or cause of action arising out of or related to the Terms, the Membership, or the access to or use of the Services must be filed with a court of competent jurisdiction within 1 year after such claim or cause of action arose.

Article 18. Notices

Notices to the Member from YLK shall be deemed to be validly given if given by e-mail to the Member as designated in the Registration Data to be provided and updated by the Member in accordance with Article 5, or if posted on the Web site. The Member agrees that any notice so given shall be deemed to have been validly given if given by e-mail on 24 hours after dispatch, or if given on the Web site on 2 days after display, irrespective of whether the Member receives actually such notice by e-mail or not, or see the Web site or not.

Article 19. Compliance with applicable laws and regulations

The Member agrees to comply with the laws and regulations which shall apply to the Services and the Terms compulsorily. The laws and regulations include those of the states other than Japan if it is adjudged by a competent court that such laws and regulations shall apply.

Article 20. Personal Information and Privacy

- (1) YLK obtains and uses the following User's personal information ("the User's Personal Information") for the following purposes ("Purposes"). By joining the Membership, the User hereby explicitly consents to the use of the User's Personal Information by YLK for the Purposes:

[The User's Personal Information]

- a. Name;
- b. Status in the Customer;
- c. Email address and/or other contact details; and
- d. Other personal Information which the User agreed to provide

[The Purposes]

- a. Provision of the Services, and/or responses to inquiries or requests for quotations, negotiations for agreements, performance of obligations including taking steps to avoid breach of the Contract and/or applicable law and/or loss of or damage to the Shipment and/or exercise of rights including settlement of accounts related to the Contract and/or the Carriage;

- b. Other ancillary activities related to the Services, the Contract and/or the Carriage, including marketing, advertisement and/or research activities related thereto; and
 - c. Any other purposes identified in YLK privacy policy from time to time which is available at its website at <https://www.yusen-logistics.com/en/japan/support-information/privacy-policy> or its alternate address from time to time.
- (2) YLK, YL Subsidiaries and their agents and sub-contractors may jointly use the personal information for the Purpose under the following conditions. By joining the Membership, the User hereby explicitly consents to such joint use of the personal information.
 - a. Personal information subject to joint use
The User's Personal Information;
 - b. Joint users
YLK, YL Subsidiaries (as specified in Appendix A from time to time) and their agents and sub-contractors;
 - c. Intended use
The Purposes; and
 - d. Entity responsible for managing personal information:
YLK
- (3) The User shall be aware that the processing of the User's Personal Information may also be permitted if applicable statutory legislation requires to do so. YLK will, in such a case, observe all relating and relevant statutory provisions.
- (4) To the extent applicable, YLK will not process highly sensitive personal information of the User unless the law requires and/or allows to do so and/or the User have given explicit consent.
- (5) In case the User provides personal information of any individual(s) other than the User through the Services in relation to the Carriage, the Customer shall show or explain about this Article to such individual(s) and obtain prior consent from the individual(s) regarding that the Customer provides the personal information of the individual(s) to YLK and that YLK uses it in accordance with this Article. Otherwise, the User shall not provide such personal information. For the avoidance of any doubt, by the User providing personal information of any individual(s) other than itself, YLK will deem that the Customer has duly obtained such prior consent from the individual(s).
- (6) The storage period of the User's Personal Information is until (a) the User withdraws consent; the purpose for which such User's Personal Information was provided is no longer valid or relevant, or (b) expiration of a statutory retention period, whichever comes sooner.
- (7) The User has the right to make access to, ask for rectification of, removal or object to the use or any other processing of his/her User's Personal Information.

- (8) Any provisions in this paragraph shall not be construed to prejudice the right of YLK, YLK Interests and its agents and sub-contractors related to processing of personal information in any other scope and manner if such processing is regarded as legitimate by virtue of announcements and implementations of their respective privacy policy or other arrangements.

Article 21. Governing law and Jurisdiction

The Member agrees that the Terms shall be governed by and construed in accordance with Japanese law, and all disputes relating to the Terms (without prejudice to the governing law and jurisdiction applicable to the Contract), the Membership, and the access to or use of the Services shall be submitted to the exclusive jurisdiction of Tokyo District Court.

Article 22. Headings

The Article titles related to the Terms are for convenience of reference only and have no legal or contractual effect.

Created by YUSEN LOGISTICS CO., LTD. on 20nd January 2021.

APPENDIX A

The joint users list for the User's personal data described in Article 20 (2) is as follows:

a. YL Subsidiaries

Location for Cargo Handling	Company Name	Mode of Transport
USA	YUSEN LOGISTICS (AMERICAS) INC.	Air / Sea
MEXICO	YUSEN LOGISTICS (MEXICO) S.A.DE C.V.	Air / Sea
CANADA	YUSEN LOGISTICS (CANADA) INC.	Air / Sea
BRAZIL	YUSEN LOGISTICS DO BRASIL LTDA.	Air / Sea
ARGENTINA	YUSEN LOGISTICS (ARGENTINA) S.A	Air / Sea
CHILE	YUSEN LOGISTICS CHILE SPA	Air / Sea
UK	YUSEN LOGISTICS (UK) LTD.	Air / Sea
NETHERLAND	YUSEN LOGISTICS (EUROPE) CO., LTD.	Air / Sea
NETHERLAND BELGIUM LUXEMBOURG SWEDEN	YUSEN LOGISTICS (BENELUX) B.V.	Air / Sea
DENMARK NORWAY FINLAND	YUSEN LOGISTICS (BENELUX) B.V.	Sea
GERMANY SWITZERLAND	YUSEN LOGISTICS (DEUTSCHLAND) GMBH	Air / Sea
FRANCE	YUSEN LOGISTICS (FRANCE) S.A.S.	Air / Sea
ITALY	YUSEN LOGISTICS (ITALY) S.P.A.	Air / Sea
CZECH SLOVAKIA	YUSEN LOGISTICS (CZECH) S.R.O.	Air / Sea
SPAIN	YUSEN LOGISTICS (IBERICA) S.A.	Air / Sea
POLAND	YUSEN LOGISTICS (POLSKA) SP. Z O.O.	Air / Sea
HUNGARY AUSTRIA	YUSEN LOGISTICS (HUNGARY) KFT	Air / Sea
TURKEY	YUSEN INCI LOJISTIK VE TICARET A.S.	Air / Sea
RUSSIAN	YUSEN LOGISTICS RUS LLC	Air / Sea
ROMANIA	YUSEN LOGISTICS (ROMANIA) S.R.L.	Air / Sea
SINGAPORE	YUSEN LOGISTICS (SINGAPORE) PTE., LTD.	Air / Sea
MALAYSIA	TASCO BERHAD	Air / Sea
THAILAND	YUSEN LOGISTICS (THAILAND) CO., LTD.	Air / Sea
	YUSEN LOGISTICS (SAO REGION) CO., LTD.	Air / Sea
LAOS	YUSEN LOGISTICS (LAO) CO., LTD.	Air / Sea
INDONESIA	PT. YUSEN LOGISTICS INDONESIA	Air / Sea
PHILIPPINES	YUSEN LOGISTICS PHILIPPINES, INC.	Air / Sea
VIETNAM	YUSEN LOGISTICS (VIETNAM) CO., LTD.	Air / Sea
SRI LANKA MALDIVES	YUSEN LOGISTICS & KUSUHARA LANKA (PRIVATE) LTD.	Air / Sea
INDIA	YUSEN LOGISTICS (INDIA) PRIVATE LTD.	Air / Sea
UAE	YUSEN LOGISTICS (MIDDLE EAST) L.L.C.	Air / Sea

AUSTRALIA NEW ZEALAND	YUSEN LOGISTICS (AUSTRALIA) PTY. LTD.	Air / Sea
BANGLADESH	YUSEN LOGISTICS (BANGLADESH) LTD.	Air / Sea
CAMBODIA	YUSEN LOGISTICS (CAMBODIA) CO., LTD.	Air / Sea
MYANMAR	YUSEN LOGISTICS (MYANMAR) CO., LTD.	Air / Sea
PAKISTAN	YUSEN LOGISTICS PAKISTAN (PRIVATE) LTD.	Air / Sea
HONG KONG	YUSEN LOGISTICS (HONG KONG) LTD.	Air / Sea
	YUSEN LOGISTICS GLOBAL MANAGEMENT LTD.	Air / Sea
CHINA	YUSEN LOGISTICS (CHINA) CO., LTD.	Air / Sea
	YUSEN LOGISTICS (SHENZHEN) CO., LTD.	Air / Sea
TAIWAN	YUSEN LOGISTICS (TAIWAN) LTD.	Air / Sea
KOREA	YUSEN LOGISTICS (KOREA) CO., LTD.	Air / Sea

b. YLK agents (Non-subsidiary companies)

Location for Cargo Handling	Company Name	Mode of Transport
PARAGUAY	MULTIMAR PARAGUAY	Air / Sea
URUGUAY	RABIT S.A.	Air / Sea