



## **ICSS QUICK SEARCH SERVICES TERMS AND CONDITIONS**

The following terms and conditions (hereinafter referred to as the "**Terms**") are the terms and conditions of the ICSS QUICK SEARCH SERVICES (hereinafter referred to as the "**Services**") described in Article 0 in Terms and provided on the Web site (see Article 1).

### 1. Definitions

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

"**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;

"**DAWB(s)**" means the direct air waybill(s) issued by YAS or YAS Interests on behalf of the actual carrier to a shipper directly;

"**HAWB(s)**" means the house air waybill(s) issued by YAS or YAS Interests, as carrier or on behalf of YAS or other YAS Interests, to shipper.

"**ICSS Help**" means the file to be reserved as text file, image file, help file and other file and to be displayed on the Web site to help the Users in understanding how to make access to and use the Services. The Users may refer this file at any time when they are making access to and using the Services on line;

"**MAWB(s)**" means the master air way bill(s) issued by YAS or YAS Interests on behalf of the actual carrier to YAS or YAS Interests in respect of which YAS or YAS Interests shall in turn issue HAWB(s) to a shipper;

"**Other's Cargo(es)**" means the cargo(s) carried which are carried by other carrier(s) than YAS, which YAS or YAS Interests are appointed to make an entry of and/or to deliver to a shipper, and in respect of which YAS or YAS Interests will not issue the DAWB or HAWB;

"**Service**" means each category of the Services, the current versions of which are described in Article 0

"**User(s)**" means the person(s) or entity(ies) who will make access to or use the Services and agree the Terms;

"**Web site**" means the web site, <http://icss00.e-yusen.com/icss/tracking/> and any other web sites on which YAS provides the Services;

"**YAS**" means YUSEN AIR & SEA SERVICE CO., LTD., incorporated and existing under the laws of Japan with address at Yusen Hakozaki-cho Building, 30-1, Nihonbashi Hakozaki-cho, Chuo-ku, Tokyo, which provided the Services; and

"**YAS Interests**" means directors, auditors, officers, employees, subsidiaries and agents of YAS.



## 2.Consent to the Terms

YAS agrees to provide, and the User agrees to make access to and use, the Services subject to the Terms. The Users further agrees that YAS may, from time to time, amend, alter or revise the Terms and the ICSS Help at its sole discretion. Notice of amendment, alteration and revision shall be given according to Article 0.

## 3.Services

(i) The Services currently available shall be as follows:

### A. Cargo Information Tracking Service

General information of cargoes to be carried under HAWB(s) or DAWB(s), and of the Other's Cargoes, including such cargoes status, such cargoes' HAWB number, MAWB number, DAWB number, departure, destination, pieces and weight of such cargo(es), cargoes' estimated arrival time; and

(ii) It is expressly understood that YAS cannot guarantee that above information is always be accurate, reliable, useful or valuable.

(iii) The User shall enter the HAWB number, DAWB number, or other air way bill number with regard to the Other's Cargo to make access to or use the Services.

(vi)The User agrees that the Services shall be rendered subject to not only the Terms but also the terms of each Service and the ICSS Help, if any (these terms and ICSS Help shall be deemed to be incorporated in the Terms), which may be referred to in the Web site by the User.

## 4.Possible change of the Services

Notwithstanding Article 0, the User agrees that YAS at any time may stop, change, modify, or discontinue part or all of the Services, or add a new service to the Services at its sole discretion. Prior to these actions to be carried out, YAS shall notify the Users of them according to Article 0. The User agrees that the User shall be deemed to have received the notice from YAS at the time provided in Article 0 and further agrees that YAS shall never be responsible for the claim from the Users 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 regarded as the Services for the application of the Terms.

## 5.User's responsibility

(i) The User agrees that it shall comply with any orders or directions reasonably required from time to time by YAS in connection with access to or use of the Services.



- (ii) The User is responsible for maintaining, and ensuring that directors, auditors, officers, employees and agents maintain, the confidentiality of the HAWB(s) number, DAWB(s) number, MAWB(s) number or other air way bill(s) number with regard to the Other's Cargo(es), and is fully responsible for all activities that occur under such HAWB(s) number, DAWB(s) number, MAWB(s) number or other air way bill(s) number. The User agrees to immediately notify YAS of any unauthorized use of such HAWB(s) number, DAWB(s) number, MAWB(s) number or other air way bill(s) number.
- (iii) The User agrees that it shall prepare appropriate software, computer system and other necessary system for access to and use of the Services.
- (iv) The User 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 User agrees to make access to or use the Services genuinely and in good faith
- (v) The User agrees that the User 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. The User agrees that the User will not rely on and trust with YAS or YAS Interests, and YAS shall have no liability for the accuracy or completeness of any Contents and Services created by YAS.

#### 6.Disclaimer of warranties

The User agrees that YAS makes no warranty that (a) the Services will be uninterrupted, timely, secure, error-free or compatible in any manner with the User's software or system, (b) the Services will meet the User's requirements or expectations, (c) the results that the User obtains from the access to or use of the Services will be accurate, reliable, useful or valuable, (d) the information supplied by the Services will be accurate, complete and reliable, or meet the User's requirements or expectations, (e) the Contents and Services will be free from any computer virus, and (f) any computer virus shall not intrude the User's software or other system through the Services.

#### 7.No Liability

- (i) The User agrees that YAS and YAS 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 User's transmissions or data, (d) access by, statements by or conduct of any third party on the Services, (e) infection by computer virus, or (f) any and all other matters relating to or arising out of the Services.
- (ii) Without prejudice to and limitation of the generality of the aforesaid, the User agrees



that YAS and YAS Interests assume no responsibility for the timeliness, deletion, mis-delivery or failure to store any user communications or personalized settings.

### 8. Waiver and remedies

No failure to exercise and no delay in exercising any right hereunder on the part of YAS 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.

### 9. Proprietary rights

- (i) The User agrees that the Services and any software necessary for the provision of the Services (the "Software") contain proprietary and confidential information that is protected by applicable intellectual property and other laws. The User further agrees that Content or information presented to the User through the Services is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. The User 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 YAS or the owner of the rights to do so.
- (ii) The User agrees not to make access to or use the Services by any means other than through the interface that is provided by YAS for use by the User to make access to or use the Services.

### 10. Severability

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

### 11. Time bar

The User 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 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.

## 12. Notices

Notices to the User from YAS shall be deemed to be validly given if given on the Web site. The User agrees that any notice so given shall be deemed to have been validly given on 2 days after display, irrespective of whether the User sees the Web site or not.

## 13. Compliance with applicable laws and regulations

The User agrees to comply with the laws and regulations which shall apply to the Services and 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.

## 14. Governing law and Jurisdiction

User agrees that the Terms shall be governed by and construed in accordance with Japanese law, and all disputes relating to the Terms and the access to or use of the Services shall be submitted to the non-exclusive jurisdiction of Tokyo District Court.

## 15. Headings

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

Created by YUSEN AIR & SEA SERVICE CO.,LTD. on April 13, 2001.