

CONTAINERCHAIN TERMS OF USE

These terms and conditions of use govern the relationship amongst Containerchain (Singapore) Pte Ltd and its affiliated companies or subsidiaries (**Containerchain**), as a service provider, CDAS Logistics Alliance Limited (**CDAS**), as the industry association body representing its members, and You, as a customer, and sets out the parties' respective contractual obligations in respect of Containerchain's services and/or products that link to these terms and conditions of use (**Terms of Use**).

The words "we", "us", "our" or any of their derivatives refer to Containerchain and/or CDAS and their respective successors and any reference to Containerchain or CDAS includes a reference to their respective successors. The words "you", "your", "yours" or any of their derivatives refer to the person using the services and products that link to these Terms of Use, or otherwise providing information to or communicating with Containerchain and/or CDAS.

These Terms of Use apply to and govern your use and access of your account ID, User ID and/or password (**Your Account Information**), as well as your access and/or use of the Website (which includes any webpages, microsites, mobile sites owned by Containerchain, whether accessed by computer, mobile phone, tablet or other device, the **Website**), and/or Services (the term **Services** in these Terms of Use means all existing and future Containerchain products and services, and includes Containerchain's hardware and software (including the online empty container software), websites and mobile applications).

Your access and/or use of the Services signifies your agreement to be bound by these Terms of Use and the privacy policy, which is incorporated by reference into these Terms of Use and is available at www.cmslive.com.sg (the **Privacy Policy**). In the event that any additional or different terms may apply to your use of certain Services (**Additional Terms**), those Additional Terms will prevail to the extent there is a conflict between these Terms of Use and any Additional Terms.

1. NOTIFICATION SERVICE

- 1.1 Containerchain operates the notification service website which you can use to make a booking, notifying a container facility of your intention to deliver or pick up empty containers to or from the container facility (the **Notification Service**). The provisions in this clause 1 apply to your access and/or use of the Notification Service.
- 1.2 To use the Notification Service, you notify your intention to deliver or pick up empty containers from the container facility using the online empty container software by logging on to your account on the Notification Service website with Your Account Information and carrying out a booking transaction. It is your responsibility to ensure that the information you submit on the Notification Service website and on the online empty container software for your booking transaction is accurate, correct, current and complete to utilise the Notification Service. Neither Containerchain nor CDAS will be liable for any claims of non-receipt of services or payment by a container facility, including any non-receipt of services, notification or payment resulting from incorrect information supplied by you.
- 1.3 A successful booking transaction will be confirmed by the provision of a notification number once you have saved your notification in the online empty container software. By saving the notification, you agree to observe and comply with the notification,

these Terms of Use, the terms of the applicable container facility's carrier access arrangement, and any applicable Additional Terms.

- 1.4 In utilising the Notification Service, you agree and acknowledge that:
- (a) you must make all necessary facilities available for a scheduled delivery or pick up of an empty container and use your best endeavours to comply with the scheduling arrangements as advised by Containerchain;
 - (b) you must advise Containerchain immediately via the Notification Services website and/or online empty container software of any actual or expected delays or circumstances detrimentally affecting your ability to effect a delivery or pick up of an empty container at a scheduled location; and
 - (c) you must use your best endeavours to minimise the adverse consequences of any such delay or circumstance on the container facility, Containerchain, other users of the Notification Service and/or other transport operators.
- 1.5 You acknowledge and agree that our service to you as part of the Notification Service ends and is completed when you have saved your notification and been provided with a notification number.
- 1.6 The fees charged by a container facility for your allocated time for returning or picking up an empty container as booked by you via a notification through the Notification Services (the **Notification Fee**) are set and imposed entirely by the container facility without any influence by Containerchain or CDAS. You acknowledge and agree that Containerchain is acting only as an intermediary in its capacity as collection and invoicing agent of Notification Fees on behalf of the container facility, and is not a party to any transaction between you and the applicable container facility.
- Any contract between you and the container facility in respect of any goods or services provided to you by the container facility (or vice versa), including the delivery or collection of empty containers, or in respect of any payment obligation between you and the container facility, including the payment and/or collection of the Notification Fee, is entirely between you and the container facility. Accordingly, you agree to pursue all queries, claims and disputes against a container facility, including those relating to the Notification Fee and/or refunds, directly with the applicable container facility, unless stated otherwise in these Terms of Use.
- 1.7 CDAS will issue a refund of the Notification Fee, as instructed by the applicable container facility or unless otherwise required to do so by law, including under the Competition Act (Cap. 50B of Singapore).
- 1.8 All requests for refunds of a Notification Fee that are made within 30 calendar days of the date the applicable notification was made, should be directed to CDAS. CDAS will direct that refund request to the applicable container facility for their consideration.
- 1.9 If the requested refund of the Notification Fee is approved and issued by CDAS on behalf of the container facility, the refund will be processed in the same manner as the original payment method for which the Notification Fee was paid:
- (a) Payment by credit card: CDAS (on behalf of the container facility) will refund the amount directly back to the credit card used within 5 business days of approval of the refund. For all questions relating to refunds made to credit cards, please contact the issuing-bank of the credit card.

- (b) Payment other than by credit card: You will need to provide CDAS with the details for the bank account into which you would like CDAS to deposit the refund. You will need to allow up to 5 business days for the refund to be processed.
- 1.10 If the refund of the Notification Fee is requested after 30 calendar days from the date the applicable notification was made, you will need to contact the container facility directly to seek a refund. If you have been incorrectly charged a Notification Fee by direct debit or credit card, you must immediately notify Containerchain in writing at support@containerchain.com, within 72 hours of discovery of the error with relevant supporting details and information to facilitate prompt resolution.
- 1.11 All payment terms, including all fees, charges and taxes payable by you shall be paid in accordance with your applicable container facility's carrier access arrangement and any applicable Additional Terms.
- 1.12 You agree that you will have no claim against Containerchain nor CDAS in relation to any costs incurred by you in using the internet connection to provide you with Services under these Terms of Use.

2. eCTS

- 2.1 eCTS is an app-based solution which facilitates connectivity between truckers, container facilities and other customers to enable automated gate processing, paperless document management and sophisticated tracking and dispatch capability (**eCTS**).
- 2.2 The provisions in this clause 2 apply to your access and/or use of the eCTS.
- 2.3 eCTS will provide you with access to any container facility via an automatic gate where you have a scheduled delivery or collection to make and the container facility operates such a gate. On each occasion on which you use the container facility, you agree to observe and comply with the container facility's carrier access agreement.
- 2.4 You must be at least 18 years old to access, register for and/or use the eCTS. eCTS is not intended for users below the age of 18. If you are under 18 years of age, then you may not access, register and/or use the eCTS. By using eCTS, you represent and warrant that you are fully able and competent to enter into these Terms of Use, the App Store Terms and Conditions and any Additional Terms, and to observe and comply with them.
- 2.5 eCTS is available to you for your lawful business use and for no other purpose. You are granted a limited, non-exclusive, non-transferrable and fully revocable licence to download, install and use the eCTS on a single mobile computing device (including, without limitation, a device operating on the iOS or Android operating systems) (**Device**) that either you or your employer owns or controls, subject to these Terms of Use and any Additional Terms at all times. Accordingly:
 - (a) Containerchain and/or CDAS may modify, withdraw or deny access to the eCTS at any time; and
 - (b) Containerchain and/or CDAS may withdraw or deny access to the eCTS at any time in relation to a user who breaches any of these Terms of Use, App Store Terms and Conditions and any Additional Terms.

- 2.6 If you select your own, or are allocated, **Your Account Information**, including any security code, password or any other information as part of creating your profile, account or complying with the security procedures for the eCTS, then you agree and undertake to keep all such information confidential and not to disclose Your Account Information to any other person or permit any other person to access or use the eCTS using Your Account Information.
- 2.7 Your use of the eCTS is reliant on you satisfying the following technical requirements and specifications:
- (a) you will need to have an internet connection that allows your Device to connect to the Website. It is your responsibility to ensure that your Device and the internet connection remain accessible and in a condition suitable for the Website to interconnect; and
 - (b) any such requirements and specifications as communicated to you by Containerchain and/or CDAS from time to time.
- 2.8 You are responsible for the costs of all access, download and upload charges associated with the use of the Website, the eCTS, and the internet connection between your Device and the Website. Where you have agreed a subscription fee with CDAS in relation to the eCTS, you are solely responsible for all fees and charges associated with that subscription service.
- 2.9 In utilising the eCTS, you agree and acknowledge that:
- (a) you must make all necessary facilities available for a scheduled delivery or pick up of an empty container and use your best endeavours to comply with the scheduling arrangements as advised by Containerchain;
 - (b) you must advise Containerchain immediately via the eCTS of any actual or expected delays or circumstances detrimentally affecting your ability to effect a delivery or pick up of an empty container at a scheduled location; and
 - (c) you must use your best endeavours to minimise the adverse consequences of any such delay or circumstance on the container facility, Containerchain, other users of the eCTS and/or other transport operators.
- 2.10 Subject to any warranties provided by Containerchain and/or CDAS in these Terms of Use or any Additional Terms, you are solely responsible for the maintenance, upgrading and replacement of the Device on which the eCTS has been installed.

3. GENERAL USE OF THE WEBSITE AND THE SERVICES

- 3.1 You must use the Website and Services only for the purposes set out in these Terms of Use and not:
- (a) in breach of any applicable laws or regulations;
 - (b) in a way which causes, or is likely to cause injury or damage to the Website and/or the Services;
 - (c) in a way which, or might reasonably be expected to, interferes with, disrupts or creates an undue burden on the Website and/or Services; or
 - (d) to encourage or procure the performance of any illegal activity by a third party.

3.2 You must not, and must not attempt to:

- (a) authorise any other person to do any act which would, if that act were to be done by you, infringe any of Containerchain's or CDAS' intellectual property rights or any intellectual property rights of Containerchain's or CDAS' licensors or any third parties;
- (b) sell, rent, lease, assign or transfer all or any of your rights granted under these Terms of Use whatsoever;
- (c) incorporate the Website and/or Services or any of its features or contents into any other software application, plug-in, website or enhancement whatsoever;
- (d) reverse engineer, decompile, disassemble, modify, translate, or otherwise uncover the source code of the Services or any software forming part of the Website unless to do so would not constitute infringement of copyright under the Copyright Act (Cap. 63 of Singapore) or applicable law;
- (e) capture or copy any software on or aspect of the Website for any reason whatsoever (temporary copies for facilitating a technical computing process excepted);
- (f) use the Website and/or Services in a manner which implies that you and Containerchain (or you and CDAS) have any connection other than that of principal and independent contractor;
- (g) hack, infiltrate or otherwise do anything which may compromise the Website and/or Services in any manner;
- (h) cause Containerchain to lose (in whole or in part) the services of its internet service providers (ISPs) or other suppliers;
- (i) introduce any computer viruses, macro viruses, trojan horses, worms or anything else designed to interfere with, interrupt or disrupt the normal operating procedures of a computer or to surreptitiously intercept, access without authority or expropriate any system, data or personal information;
- (j) use the Website or any of the Services for any unlawful or improper purpose, including to create, host, store, distribute or transmit any information, data, material or code that is defamatory, offensive, obscene, constitutes an illegal threat or that is otherwise in violation of any applicable law, statute, rule or other regulation;
- (k) use the Website or any of the Services to engage in activities which would cause offence to, insult, humiliate or intimidate others on the grounds of race, religion, creed or sex;
- (l) disparage Containerchain or do anything that would or may adversely affect Containerchain's goodwill and reputation in and in relation to the Website and/or Services or otherwise bring Containerchain or its goodwill or reputation into disrepute;
- (m) disparage CDAS or do anything that would or may adversely affect CDAS' goodwill and reputation in and in relation to the Website and/or Services or otherwise bring CDAS or its goodwill or reputation into disrepute; or

- (n) use the Website or any of the Services to harm, or attempt to harm, any persons in any way, except to the extent the foregoing restriction is prohibited by applicable law.

4. INTELLECTUAL PROPERTY

- 4.1 You acknowledge and agree that the Services, including user interfaces and scripts and software used to implement the Services, contain proprietary information and material that is owned by Containerchain and/or its licensors, or that is licensed to or made available for use to Containerchain (and, to a certain extent, to CDAS), and that you do not have any right, title or interest in or to such proprietary information and material.
- 4.2 You agree not to use such proprietary information or materials in any way except in accordance with these Terms of Use or as otherwise expressly authorised in writing by Containerchain or CDAS or otherwise permitted by applicable law. In particular, you acknowledge and agree not to copy, reproduce, communicate, re-transmit, publicly perform, publish, distribute, commercially exploit, adapt, translate, modify, bundle, merge, share, make available to any person, or create derivative works based on or sell any content of the Website and/or Services unless permitted by applicable law or with the prior written consent of Containerchain.

5. TAXES

- 5.1 Unless otherwise stated, fees and charges for any goods or services supplied (or offered for supply) under these Terms of Use are stated exclusive of GST. Where GST applies to any supply made to you, you will be issued with a Tax Invoice.
- 5.2 All defined terms in this clause 5 have the meaning given to them under the Goods and Services Tax Act (Cap. 117A of Singapore), as may be amended from time to time.

6. WARRANTIES AND LIMITATION OF LIABILITY

- 6.1 To the fullest extent permissible pursuant to applicable law, Containerchain and CDAS severally disclaim all warranties and conditions, express, implied or statutory, including, but not limited to, implied warranties and conditions of merchantability, satisfactory quality, suitability, security, accuracy, reliability, fitness for a particular purpose, workmanlike effort, title, and non-infringement. The following disclaimer of warranties, conditions and liability limitations in clauses 6.2 – 6.7 apply to the maximum extent permitted under applicable laws.
- 6.2 You expressly agree that your use of the Website, Services and all products and services delivered to you through the Website and/or Services are (except as expressly stated by Containerchain) provided "as is", "with all faults" and "as available" for your use.
- 6.3 Neither Containerchain nor CDAS guarantee, represent or warrant that the availability of, or the functions contained in, the Website and/or Services, including any information or material provided or displayed on the Website and/or Services, will be reliable, accurate, complete, suitable, timely, uninterrupted, error-free, secure, or free from loss, corruption, attack, viruses, interference, hacking and/or other security intrusion, and both Containerchain and CDAS disclaim any liability relating thereto.
- 6.4 For avoidance of doubt, Containerchain and CDAS do not accept any responsibility arising in any way from any error, or omission in or from, information or material on the Website and/or Services; or for any interruption, suspension, termination or delay

in the transmission of content or information from the Website and/or Services for whatever reason; or for any computer viruses or other destructive programs encountered as a result of using the Website and/or Services. You acknowledge that the information, materials, products and services published on the Website and/or Services may include inaccuracies or typographical errors.

- 6.5 You agree that from time to time Containerchain may take down the Website and cease providing the Services for indefinite periods of time, where reasonably necessary to protect Containerchain's legitimate interests, or for regular maintenance, to make improvements or for circumstances beyond Containerchain's control, such as problems preventing access to the internet or webhosting services. In such circumstances, notwithstanding anything in these Terms of Use, to the maximum extent permitted by applicable law, neither Containerchain nor CDAS will incur any liability to you for such interruption or cessation of the Website and/or Services no matter how such liability would otherwise arise.
- 6.6 Your use of the Website and Services is at your sole risk. Containerchain and CDAS will each use reasonable efforts to protect information submitted by you in connection with the Website and/or Services, but you agree that your submission of such information is at your sole risk, and Containerchain and CDAS each hereby disclaim any and all liability to you for any loss or liability relating to such information in any way.
- 6.7 To the extent permitted by applicable law, under no circumstances shall either of Containerchain or CDAS, nor their respective directors, officers, employees, affiliates, agents, contractors, or licensors, be liable (whether in contract, tort or on any other basis in law or in equity):
- (a) for any loss of profits, loss of data, business interruption, or any direct, incidental, punitive, special, indirect or consequential loss or damage whatsoever, arising out of or related to the use of, or inability to use, the Website and/or Services, and all products and services delivered to you through the Website and/or Services, including but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of any content (or product) posted, transmitted, or otherwise made available via the Website and/or Services, even if Containerchain and/or CDAS (as relevant) have been advised or should have been aware of the possibility of those damages; or
 - (b) for any claim arising out of any personal injury or death to you or any third party caused directly or indirectly by your use of the eCTS App while driving or in any other situation.
- 6.8 To the extent that liability for breach of any implied warranty, term, condition or consumer guarantee cannot be excluded by applicable law, liability for breach of that implied warranty, term, condition or consumer guarantee will, to the maximum extent permitted by applicable law, be limited, at the sole discretion of Containerchain and CDAS, to any one or more of the following:
- (a) in the case of services,
 - (i) the supplying of the Services giving rise to the liability again; or
 - (ii) the payment of the cost of having those Services supplied again,
 - (b) in the case of goods,

- (i) the replacement of the goods or the supply of equivalent goods;
- (ii) the repair of the goods;
- (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or
- (iv) the payment of the cost of having the goods repaired.

6.9 In relation to any express warranty, term or condition set out in these Terms of Use in connection with any service and/or product supplied or offered by Containerchain and/or CDAS, the liability of Containerchain and/or CDAS to you is to the maximum extent permitted by applicable law, limited to any amount paid by you (if any) in respect of those services and/or product.

7. **SUSPENSION AND TERMINATION**

7.1 You acknowledge and agree that Containerchain may, in its sole discretion, suspend or terminate the provision of the Website and/or Services at any time.

7.2 You acknowledge and give Containerchain and CDAS the right, in their sole discretion, to suspend or terminate your account or access to your account, and/or your use or access to the Website and/or Services, if Containerchain and/or CDAS believe:

- (a) you have breached these Terms of Use; or
- (b) circumstances exist beyond the reasonable control of Containerchain and/or CDAS, including acts of any government or administrative body, war, insurrection, sabotage, embargo, fire, flood, strike or other industrial action, unavailability or interruption or delay in telecommunication services or third party services (**Force Majeure Event**) which prevent Containerchain and/or CDAS from carrying out their respective obligations in accordance with these Terms of Use.

7.3 Notwithstanding anything in these Terms of Use, neither of Containerchain nor CDAS shall be liable for any non-performance, error, interruption, failure or delay in the performance of its obligations or the availability of the Website and/or Services, or for any inaccuracy, unreliability or unsuitability of functions contained in the Website and/or Services, including any information or material provided or displayed on the Website and/or Services if this is due, in whole or in part, directly or indirectly by any of the following:

- (a) a Force Majeure Event;
- (b) the failure of your internet connection;
- (c) a domain name system issue beyond the direct control of either of Containerchain or CDAS, including, without limitation, the introduction of a computer virus, hacking into the Website and/or Services by third parties and other forms of electronic sabotage; or
- (d) any breach of these Terms of Use by you.

8. INDEMNITY

- 8.1 By using the Website and/or Services, you agree, to the maximum extent permitted by applicable law, to indemnify and hold harmless each of Containerchain and CDAS and their respective directors, officers, employees, affiliates, agents, contractors and licensors, and agree to keep each of them fully indemnified, from and against any loss, claim or damages (including, without limitation, any costs (including legal costs) on a full indemnity basis) suffered, incurred or brought against any one or more of them as a result of or arising out of any:
- (a) breach by you of these Terms of Use;
 - (b) improper use by you of the Website or the Services, including but not limited to, any loss, claim or damages arising as a result (direct, indirect or otherwise) of any act, omission, failure or default by you or by anyone for whom you are legally responsible (vicariously or otherwise) in any way connected with your access to the Website or your account for or use of any of the Services; or
 - (c) any action taken by Containerchain and/or CDAS as part of an investigation of a suspected violation of these Terms of Use, or as a result of a finding or decision by Containerchain and/or CDAS that a violation of these Terms of Use has occurred.

The indemnity provisions in this clause 8 apply to all violations described in or contemplated by these Terms of Use.

9. CONTACT

If you have any questions about your use of the Website and/or Services or these Terms of Use, if you have any objections or complaints about any content or material appearing on the Website and/or Service, or if you believe that content or material posted on the Website and/or Service infringes your copyright, please contact us at support@containerchain.com.

10. GENERAL

- 10.1 You acknowledge and agree that Containerchain and/or CDAS may, from time to time, at their sole discretion, update, modify, vary or amend these Terms of Use. If Containerchain and/or CDAS update, modify, vary or amend these Terms of Use, the updated, modified, varied or amended Terms of Use will be published on the Website and/or Services (as appropriate), and any such modification, update, variation or amendment will be binding and effective immediately upon posting. By using/accessing the Website and/or Services after any such modification, update, variation or amendment, you agree to be bound by those updated, modified, varied or amended Terms of Use.
- 10.2 You agree to periodically review the Terms of Use, Privacy Policy and any Additional Terms linked to the Website and/or Services, to ensure you are up-to-date with any amendments to this or any other of Containerchain's policies. If you do not wish to continue using the Website and/or Services under the updated, modified, varied or amended Terms of Use, you must stop using the Website and/or Services immediately.
- 10.3 Each party to these Terms of Use enters into these Terms of Use solely on its own behalf, and each such party shall solely be liable for its own breaches of these Terms of Use and in no event shall any party be liable for breaches of another party to these Terms of Use.

- 10.4 Any provision of these Terms of Use which is prohibited or unenforceable in any jurisdiction is, where possible, to be severed to the extent necessary to make these Terms of Use enforceable. Any such severability does not invalidate the remaining provisions of these Terms of Use nor affect the validity or enforceability of that provision in any other jurisdiction.
- 10.5 These Terms of Use, the Privacy Policy and any other terms and conditions, or document or policy expressly referred to herein represent the entire agreement amongst Containerchain, CDAS and you, and supersede any prior agreement, understanding or arrangement amongst us, whether oral or in writing.
- 10.6 No failure to exercise nor any delay in exercising any right, power or remedy by a party operates as a waiver. A single or partial exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy. A waiver is not valid or binding on the party granting that waiver unless made in writing.
- 10.7 These Terms of Use are governed by the laws of Singapore, without regard to its conflict of laws principles, and the parties submit to the exclusive jurisdiction of the courts of that country.

Terms of Use updated as of April 2018.