

arl-shipping.com, Terms of Use v. 1.01

INTRODUCTION

This Terms of Use stipulates the conditions under which arl-shipping.com Limited (ARL) provides the online service(s) (THE SERVICE) to the customer or the customer's partners or appointed representatives (THE CUSTOMER), and the conditions under which THE CUSTOMER accept to make use of THE SERVICE. The Terms of Use are generic to multiple services provided by ARL; the specific content of THE SERVICE is defined in each service's individual sign-up process.

AGREEMENT

This agreement is made between ARL and THE CUSTOMER, whose representative is signing up to THE SERVICE. ARL agrees to make THE SERVICE available to THE CUSTOMER. THE CUSTOMER agrees to pay the fees for using THE SERVICE.

AVAILABILITY OF THE SERVICE

The scheduled availability of THE SERVICE is 6 days a week, Monday through Saturday, 24 hours a day, GMT time zone. ARL may plan as required for THE SERVICE to be unavailable within the scheduled availability, subject to advance notification of THE CUSTOMER. Additionally ARL may need to make THE SERVICE unavailable due to unscheduled circumstances, and will use reasonable efforts to keep THE CUSTOMER informed of such unscheduled unavailability and limit the duration of the unscheduled unavailability. ARL may make changes to THE SERVICE as deemed required subject to advance notification to THE CUSTOMER, or as required due to unscheduled circumstances.

In order for THE SERVICE to work in the intended manner, THE CUSTOMER must follow the standards for user interface, client computer's hardware & software, and network facilities as published on arl-shipping.com.

FEES

THE CUSTOMER agrees to pay the usage fees in accordance with ARL's prices and payment terms. Initial fees are paid by THE CUSTOMER prior to ARL providing access to the service.

AUTHORIZATION

THE CUSTOMER agrees to access the protected part of THE SERVICE only via personal userids either registered by ARL or by THE CUSTOMER's assigned coordinators. Each personal userid is registered by full personal name, unique userid and password. THE CUSTOMER ensures, that unauthorized userids are deleted without delay. If ARL has reasonable doubt that unauthorized access is provided, ARL may terminate access for THE CUSTOMER or individual userids without delay.

The authorization for THE SERVICE allows THE CUSTOMER to use THE SERVICE for the intended purpose only, and to refrain from any unlawful, mis- or other unintended use.

COPYRIGHT

ARL keeps all intellectual property rights to THE SERVICE, systems, names, logos and corporate data. THE CUSTOMER keeps the rights to all data provided by themselves, and such data may only be shared with other parties subject to the specific approval or granting of such rights by THE CUSTOMER. ARL may assist authorities upon request in accessing THE CUSTOMER's data. Each party is responsible for securing, that the data and the use of THE SERVICE do not violate any third party intellectual property rights, nor any domestic and international laws.

WARRENTY & LIABILITY

ARL will use reasonable endeavours to provide THE SERVICE. ARL does not provide any warranty on the availability of THE SERVICE and accept no liability towards THE CUSTOMER. THE CUSTOMER will hold ARL harmless against any claims, loss, damage, costs or liabilities, and THE CUSTOMER accept full responsibility and risk for the use of THE SERVICE and providing their data.

TERMINATION

ARL may terminate THE CUSTOMER's access, or THE CUSTOMER may terminate use of THE SERVICE with 30 days notice for no specified reason. Yearly fees paid by the customer are not refunded in case of termination.

ARL may immediately terminate THE CUSTOMER's access or individual user access in case of THE CUSTOMER's breach of these Terms of Use, and THE CUSTOMER may immediately terminate use of THE SERVICE in case of ARL's breach of the Terms of Use.

Termination is not affecting any parts of the Terms of Use intended to continue after termination.

MISCELLANEOUS

Any disputes of this agreement are to be settled according to Hong Kong law, in a court venue in Hong Kong S.A.R. ARL or THE CUSTOMER shall not be liable for delays or failures to the extent such are the result from Force Majeure. ARL and THE CUSTOMER agree to protect confidential information of the other party. ARL may update or change this Terms of Use without notice.