

APPLICATION FORM FOR TRADEXCHANGE® SERVICES

(Attn: Customer Admin)

SECTION 1: INFORMATION ON COMPANY AND AUTHORISED PERSONNEL

Subscriber Type : VAS Provider End-User

Company Name : _____

Company Address : _____

Postal Code:

Main Phone : _____ Main Fax : _____

Unique Entity Number : _____ Industry : _____

Contact Person *

(This individual will serve as the point of contact for CrimsonLogic)

Salutation : Dr/ Mr/ Ms/ Mdm

Name : _____
(Please underline surname)

Designation : _____

Contact No. : _____

Fax No. : _____

Email Address : _____

Decision Maker *

(This individual is the authorised personnel who will agree to the terms and conditions set forth)

Salutation : Dr/ Mr/ Ms/ Mdm

Name : _____
(Please underline surname)

Designation : _____

Contact No. : _____

Fax No. : _____

Email Address : _____

Billing Administrator *

A Billing Administrator will be given the access to CrimsonLogic Network Billing System. The Billing Administrator, normally of supervisory level or finance personnel, will be able to view usage and payment incurred by all General User IDs under this acco

Name : _____ Contact No. : _____

NRIC/Passport No. : _____ Designation : _____

Email Address : _____

* Mandatory sections to be completed

SECTION 2: MODES OF PAYMENT

Singapore subscribers will have to pay by Interbank Giro (IBG). Overseas customers can pay by Advance Payment(TT). Please indicate with ' X ' (where applicable) and complete the following:

Inter-Bank GIRO Please complete the attached Direct Debit Authorisation Form (DDA)

Existing CrimsonLogic Subscriber
Please provide your existing Account ID that has already been GIRO activated :

Advance Payment
SGD 1,000

- SGD 1,000 advance deposit for monthly deduction.
- All Bank Charges and Agent Clearing Charges incurred during the course of clearing the cheque / TT are to be borne by the customers.

SECTION 3: SERVICES TO BE SUBSCRIBED BY THE COMPANY AS A WHOLE

Please tick the respective service to be subscribed:

<input type="checkbox"/> ACCESS Return ^	<input type="checkbox"/> Data@Source
<input type="checkbox"/> eCO Preparation	<input type="checkbox"/> e-Freight
<input type="checkbox"/> Marine Cargo Insurance	<input type="checkbox"/> Messaging Infrastructure Securee FTP (MISFTP)
<input type="checkbox"/> Permit Return #	<input type="checkbox"/> Permit Report Service
<input type="checkbox"/> Repository Service	<input type="checkbox"/> Trade Finance
<input type="checkbox"/> Trade Permit Preparation	<input type="checkbox"/> Trade Declaration

^ - Format of ACCESS Return XML Mode: sFTP Email Web Services
(Only available in XML)

- Format of Permit: PDF XML Mode: sFTP Email Web Services

Email Address: _____

SECTION 4: USER(S) INFORMATION

Please complete the following. If there are more than 4 nominated users, please complete and attach the Supplementary User-Module sheet(s) [Section 4X & 5X]

User 1	User 2
Name : _____	Name : _____
NRIC/Passport No.: _____	NRIC/Passport No.: _____
Designation : _____	Designation : _____
Office Phone : _____	Office Phone : _____
Mobile Phone : _____	Mobile Phone : _____
E-mail : _____	E-mail : _____
User 3	User 4
Name : _____	Name : _____
NRIC/Passport No.: _____	NRIC/Passport No.: _____
Designation : _____	Designation : _____
Office Phone : _____	Office Phone : _____
Mobile Phone : _____	Mobile Phone : _____
E-mail : _____	E-mail : _____

SECTION 5: SERVICE SUBSCRIBED TO & ROLE(S) FOR USER(S)

Please tick the respective service and role (if any) for each user.

<u>Service</u>	<u>Roles</u>	<u>User 1</u>	<u>User 2</u>	<u>User 3</u>	<u>User 4</u>
Trade Declaration					
TradeNet BackEnd					
	Trader With Notification	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/> By Email				
	<input type="checkbox"/> By Fax				
	Trader Without Notification	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	VAS Provider-TradeNet® 4.1 XML	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	VAS Provider-TradeNet® 4.1 EDI/XML	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Government Frontend Application	General User	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

SECTION 6: CRIMSONLOGIC SALES PERSON INFORMATION

Name of Sales Person : _____

SECTION 7: AUTHORISATION

I/We understand that the Application Form for subscription to the TradeXchange® service is subject to acceptance by CrimsonLogic.

I/We have read and agree to be bound by the Terms and Conditions set out in the CrimsonLogic General Terms and Conditions (ASP Services) and any Product Specific Terms applicable to the services subscribed.

I/We agree that CrimsonLogic may at its sole discretion amend the Terms and Conditions as and when necessary, and such amendments shall be effective upon posting on TradeXchange website or related websites.

I/We certify that the above information given are correct and true and I agree to pay for all charges/fees for usage of this application.

Signed for and on behalf

of the Subscriber : _____

Company Stamp : _____

Name & Title of Signatory : _____

Date : _____

NRIC/Passport No. : _____

SECTION 8: FOR CRIMSONLOGIC OFFICIAL USE

Action By : _____ Account ID : _____
(Name / Signature / Date)

APPLICATION FOR INTERBANK GIRO

PLEASE MAIL OR COURIER THIS FORM TO CRIMSONLOGIC PTE LTD (ATTN: CUSTOMER ADMIN).
FAX SUBMISSION WILL NOT BE ACCEPTED.

PART 1 : FOR APPLICANT'S COMPLETION

Date : _____

Name of Billing Organisation ("BO"):

CrimsonLogicPteLtd

To : Name & Address Of Financial Institution

Billing Organisation's Customer's Name :

Branch :

To be completed by CrimsonLogic
Billing Organisation's Customer Ref No.

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

- (a) I/We hereby instruct you to process the BO's instruction to debit my/our account.
- (b) You are entitled to reject the BO's debit instruction if my/our account does not have sufficient funds and charge me/us a fee for this. You may also at your discretion allow the debit even if this results in overdraft on the account and impose charges accordingly.
- (c) This authorisation will remain in force until terminated by your written notice sent to my/our address last known to you or upon receipt of my/our written revocation through the BO.

My/Our Account Name (s) :

My/Our Contact (Tel/Fax) Number (s) :

My/Our Account Number :

My/Our Company Stamp/Signature(s)/Thumbprint(s)*:

(As in Bank's records)

PART 2 : FOR BILLING ORGANISATION'S COMPLETION

Bank	Branch	Billing Organisation's Account No.
7 1 7 1	0 1 2	0 1 2 0 0 5 4 6 8 8

Billing Organisation's Customer Ref No.

Bank	Branch	Account No. To Be Debited

PART 3 : FOR BANK'S COMPLETION

To : Billing Organistaion

This Application is hereby REJECTED (please tick) for the following reason(s) :

- Signature/Thumbprint# differs from Financial Institution's records
- Signature/Thumbprint# incomplete/unclear#
- Account operated by signature/thumbprint#
- Wrong account number
- Amendments not countersigned by customer
- Others : _____

Name of Approving Officer

Authorised Signature

Date

* For thumbprints, please go to the branch with your identification.

CRIMSONLOGIC GENERAL TERMS AND CONDITIONS (ASP SERVICES)

These General Terms and Conditions (hereinafter referred to as "**General T&Cs**") shall govern the use of the services offered by CrimsonLogic Pte Ltd or a member of the CrimsonLogic Group of Companies (hereinafter collectively called "**CrimsonLogic**"). These General T&Cs contain terms and conditions that are of general application to most of CrimsonLogic's service offerings, and some of the terms below may not be applicable to you. The specific service requested by you may be subject to additional terms and conditions (hereinafter referred to as "**Product-Specific Terms**") that are either set out in the Application Form or on the website mentioned in the Application Form. The General T&Cs and the Product Specific Terms together, shall be referred to as "**Agreement**". In the event of any conflict or inconsistency between the General T&Cs and the Product Specific Terms, the terms of the Product Specific Terms shall prevail over the General T&Cs.

Unless explicitly stated otherwise, any new feature or features that augment or enhance the current services, including the release of or migration to new services, shall be subject to this Agreement.

By completing and submitting the relevant application form for use of the Service or by using or otherwise accessing the Service, the Subscriber represents that it has read this Agreement and agrees to be bound by it.

1. TERMINOLOGY

In this Agreement, the following words and expressions have the meanings assigned to them except where the context otherwise requires:

- (i) "**Addressee**" of a Data Message or an Electronic Record means a person who is intended by the Originator to receive the Data Message or Electronic Record, but does not include an intermediary like CrimsonLogic who sends, receives, stores or provides other service with respect to the Data Message or Electronic Record on behalf of the Originator or the Addressee;
- (ii) "**CrimsonLogic**" is a reference to the CrimsonLogic entity whose name appears on the Application Form, and in the absence of such name refers to CrimsonLogic Pte Ltd;
- (iii) "**Data Message**" means information generated, sent, received or stored by electronic, optical or similar means, including but not limited to electronic data interchange (EDI), electronic mail, telegram, telex or telecopy;
- (iv) "**Digital Signature**" means data in electronic form in, affixed to, or logically associated with, a Data Message or an Electronic Record, which may be used to identify the signatory in relation to the Data Message or Electronic Record and indicate the signatory's approval of the information contained therein; and a reference to "**Digitally Sign**" shall be construed accordingly;
- (v) "**Electronic Record**" means a record generated in digital form by an Information System, which can be:
 - (a) transmitted from an Information System or from one Information System to another; and
 - (b) stored in an Information System or other medium;
- (vi) "**Government of Singapore**" means the Government of the Republic of Singapore as a whole, including but not limited all its Ministries, government departments and other organs of State;
- (vii) "**Information System**" means a system for generating, sending, receiving, storing or otherwise processing Data Messages or Electronic Records;
- (viii) "**Services**" means the service provided by CrimsonLogic over the Internet to the Subscriber upon the Subscriber's application therefore;
- (ix) "**Originator**" of a Data Message or an Electronic Record means a person by whom, or on whose behalf, the Data Message or Electronic Record purports to have been sent or generated prior to storage, if any, but does not include an intermediary like CrimsonLogic who sends, receives, stores or provides other services with respect to the Data Message or Electronic Record on behalf of the Originator or Addressee;
- (x) "**Subscriber**" or "**you**" means the party identified on the Application form whose application is approved and accepted by CrimsonLogic;
- (xi) "**Service Provider**" means the main owner, operator and/or provider of a system that carries out a Transactional Service. The Subscriber acknowledges that there may be as many Service Providers as there are Transactional

Services and that the Service Providers shall not, under any circumstances, be construed to be acting or be liable, jointly and collectively;

- (xii) **"Transactional Service(s)"** means the electronic B2B, G2B and/or B2G service(s) that is linked to or provided through the System or Websites;
- (xiii) **"Website" or "Websites"** refers to the location of the webpages on the internet over which the Subscriber may access for the purpose of using the Services and which are specifically described in the Application Form, and includes such other uniform resource locators as may be provided or substituted by CrimsonLogic from time to time.

2. REGISTRATION

2.1 In order to use the Services, you will need to become a Subscriber by:

- (i) submitting the relevant properly completed application form ("**Application Form**"), which may be requested from CrimsonLogic or downloaded from CrimsonLogic's website;
- (ii) providing to CrimsonLogic all ancillary information that CrimsonLogic may require, including but not limited to information on every end user being granted access to and use of the Services; and
- (iii) paying all applicable fees.

Upon completion of the above, CrimsonLogic will issue to you passwords and user identification numbers to use the Services. CrimsonLogic reserves the sole right not to accept any Application Form at its sole discretion.

2.2 This Agreement shall commence on the date of CrimsonLogic's approval of your application for use of the Services and shall remain in force unless earlier terminated in accordance with the terms and conditions herein.

3. AMENDMENTS TO TERMS AND CONDITIONS

3.1 CrimsonLogic reserves the right to amend the terms and conditions of this Agreement from time to time. Amendments to the General T&Cs will be effective after thirty (30) days have passed from the date of posting on the Website or <http://www.tradexchange.gov.sg>. Amendments to the Product Specific Terms will be effective after thirty (30) days have passed from the date of posting on the Website. IT IS THE SUBSCRIBER'S RESPONSIBILITY TO CHECK THE WEBSITE FROM TIME TO TIME FOR AMENDMENTS TO THIS AGREEMENT. BY USING OR CONTINUING TO USE THE SERVICES AT ANY TIME AFTER THIRTY (30) DAYS HAVE PASSED FROM THE DATE ANY AMENDMENTS ARE POSTED ON THE WEBSITE, YOU REPRESENT THAT YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT AS AMENDED.

4. SCOPE OF SERVICES

4.1 Subject to the acceptance of the properly completed Application Form by CrimsonLogic and payment of all applicable fees by the Subscriber, CrimsonLogic will provide the Subscriber the Services, provided always that CrimsonLogic reserves the right to modify, enhance, withdraw or suspend the Services, or any part thereof, at any time. CrimsonLogic will advise the Subscriber of the changes thirty (30) days in advance where the changes will, in CrimsonLogic's opinion, significantly alter the Services.

4.2 CrimsonLogic may provide such training, technical support or professional, archival or other ancillary services (collectively "**Other Services**") to the Subscriber as CrimsonLogic may decide or agree from time to time. CrimsonLogic will inform the Subscriber of the nature of and conditions (including but not limited to any applicable charges) pertaining to such Other Services. CrimsonLogic reserves the right to change the scope or conditions of such Other Services at its sole discretion and will notify the Subscriber of such revision, either in electronic or written form or by posting on the Website.

4.3 The Services will be made available during such hours as may be notified by CrimsonLogic to the Subscriber. CrimsonLogic reserves the right to alter or extend the service hours from time to time.

4.4 Access to and use of a Service Provider's services and facilities by the Subscriber may require the approval of the Service Provider. The Service Provider may impose its own terms and conditions and charges for access to and use of its services. The Subscriber is responsible for ensuring that it has obtained all necessary approvals, consents and permissions for access to and use of a Service Provider's services and facilities.

5. SUBSCRIBER RESPONSIBILITIES

- 5.1 The Subscriber shall obtain, install and maintain such suitable equipment, software, and communication means as may be required to make connection to the World Wide Web and to use the Services, including a computer and modem, telecommunication facilities or other access devices, and other ancillary equipment.
- 5.2 The Subscriber is responsible for the confidentiality of the password(s) associated with the account and user identification number(s) assigned by CrimsonLogic upon registration of the Subscriber for the Services. The Subscriber shall ensure control of the password(s) and user identification number(s) for authorized usage of the Services. Unless the contrary is proved, all communications and activities occurring under or referable to the Subscriber's user account, user identification number(s) or password shall be deemed to have been validly issued or authorized by the Subscriber. The Subscriber shall be liable for all costs, fees, and expenses arising from any communication and activity occurring under or referable to the Subscriber's user account, user identification number(s) or password.
- 5.3 The Subscriber agrees that access to and usage of the Services is for its own business purposes only. The Subscriber shall use the Services solely in the capacity of an end-user, and shall not, without CrimsonLogic's prior written approval, reproduce, duplicate, copy, sell, resell, or exploit any portion of the Services, information obtained through the Services, or use or access to the Services. The Subscriber shall not use the Services for the provision of outsourcing or service bureau-like services, without CrimsonLogic's express prior written permission. CrimsonLogic may agree to the Subscriber's use of the Services to provide such services at a separate charge.
- 5.4 The Subscriber warrants and represents that the Subscriber or its nominees are duly authorized to upload, submit, transmit or otherwise deal with all content, information and data provided by the Subscriber, and that all such content, information and data provided is true, accurate, current and complete.
- 5.5 The Subscriber agrees not to submit, upload or transfer any unauthorized files, codes (including but not limited to viruses), documents and information, in the course of using the Services.
- 5.6 The Subscriber undertakes not to use the Services for or to carry out any activity that may be prohibited under the laws of Singapore or under any other applicable law.
- 5.7 The Subscriber hereby authorizes CrimsonLogic to deal with any data or information submitted by or to the Subscriber, in any manner, as CrimsonLogic deems necessary to carry out the Services.
- 5.8 The Subscriber agrees to render all reasonable assistance to CrimsonLogic, as CrimsonLogic may request from time to time.
- 5.9 The Subscriber agrees to at all times indemnify and hold harmless CrimsonLogic and its officers, employees and agents ("**those indemnified**") from and against any loss (including reasonable legal costs and expenses) or liability reasonably incurred or suffered by any of those indemnified arising from:
- (a) a breach by the Subscriber or its employees, agents or contractors of the terms of this Agreement; or
 - (b) any wilful, unlawful or negligent act or omission on the part of the Subscriber or its employees, agents or contractors.
- 5.10 The Subscriber shall provide to CrimsonLogic the Subscriber's contact details (e.g. address, telephone number, fax number, e-mail) and shall promptly update CrimsonLogic from time to time on any change in such contact details. Where CrimsonLogic is to send any notification to the Subscriber under this Agreement, CrimsonLogic shall use reasonable efforts to do so at the Customer's contact details last provided to CrimsonLogic. CrimsonLogic shall not be liable if the Customer cannot be contacted through any one of the contact details after two (2) attempts made within a two (2) week period.

6. DATA MESSAGES AND ELECTRONIC RECORDS

- 6.1 The Subscriber agrees that all Data Messages and Electronic Records to be sent through the Services will comply with all applicable legal requirements and such message requirements as CrimsonLogic may prescribe from time to time.
- 6.2 Unless otherwise specified by CrimsonLogic, the dispatch of a Data Message is for all purposes deemed to have occurred when the Data Message enters an Information System outside the control of the Originator or of any person who sent the data message on behalf of the Originator.
- 6.3 Unless otherwise specified by CrimsonLogic, the receipt of a Data Message is for all purposes deemed to have occurred when the Data Message enters an Information System or an electronic mailbox or similar system of the Addressee.

- 6.4 CrimsonLogic will not be responsible for any trouble or loss caused by disputes (i) between the Subscriber and a Service Provider or (ii) between a Subscriber and another Subscriber relating to the dispatch or receipt of Data Messages or Electronic Records.
- 6.5 The period between "dispatch" and "receipt", as specified in Clauses 6.2 and 6.3 above, is indispensable for CrimsonLogic for the conversion of format and transference of Data Message or Electronic Record etc. CrimsonLogic will not be responsible for any damage or loss caused by the occurrence of the said period.
- 6.6 Unless otherwise specified by CrimsonLogic, a Data Message or an Electronic Record is deemed to be dispatched at the place where the Originator has his place of business, and is deemed to be received at the place where the Addressee has his place of business. For the purpose of this paragraph:-
- (i) If the Originator or the Addressee has more than one place of business, the place of business is that which has the closest relationship to the underlying transaction or, where there is no underlying transaction, the principal place of business; or
 - (ii) If the Originator or the Addressee does not have a place of business, reference is to be made to the habitual residence of the Originator or the Addressee.
- 6.7 If the Subscriber receives any Data Messages or Electronic Records addressed to another Subscriber or a third party which was wrongfully forwarded to him, he shall:-
- (i) notify, and return the Data Messages or Electronic Records to, the Originator through CrimsonLogic as soon as possible;
 - (ii) destroy all copies of the Data Messages or Electronic Records afterwards and keep the contents of the Data Message confidential.

7. WRITING AND SIGNATURE REQUIREMENTS

- 7.1 The Subscriber agrees that, to the maximum extent permissible by law:-
- (i) a Data Message or an Electronic Record made and presented in accordance with CrimsonLogic's specified message requirements and procedures will in any event and for all purposes be treated and deemed the same as a document in writing with the same content.
 - (ii) a Data Message or an Electronic Record with a Digital Signature made in accordance with CrimsonLogic's message requirements and procedures will in any event and for all purposes be treated and deemed the same as a document in writing physically signed by the party who made the Digital Signature with the same content.
 - (iii) a Data Message or an Electronic Record, whether Digitally Signed or not, sent to or communicated with the Addressee through CrimsonLogic's Services will in any event and for all purposes be treated and deemed to have been physically delivered and communicated with the Addressee.
- 7.2 The Subscriber shall inform other relevant Subscribers through CrimsonLogic if the Subscriber is aware of any prohibition or restriction by the laws of any relevant jurisdiction, or any inconsistency with such laws, relating to any of the provisions specified in this Agreement or any contents of a Data Message or Electronic Record sent or received by it.
- 7.3 Upon the reasonable request of CrimsonLogic, for the purpose of any dispute resolution proceedings of whatever nature, the Subscriber shall do such necessary acts to perfect and give effect to the Data Messages or Electronic Records, whether digitally signed or not, including but not limited to reducing the contents thereof in writing and physically signing the written records so reduced, to certify that the original Data Message or Electronic Record was validly signed.
- 7.4 The Subscriber shall not challenge, and hereby waives all his rights (if any) to challenge, the validity or enforceability of any Data Messages, Electronic Records, or agreements or transactions concluded completely or partially through it on the grounds that they were in electronic form, sent electronically and/or the signature appended is only a Digital Signature.
- 7.5 Where the parties so agree, CrimsonLogic shall retain the Subscriber's digital signature certificate and shall be authorized by the Subscriber to Digitally Sign the Subscriber's Digital Signature on the Subscriber's behalf to such electronic documents as may be authorized by the Subscriber. The Subscriber hereby indemnifies CrimsonLogic against any action or liability that may arise from CrimsonLogic's retention of the Subscriber's digital signature certificate and CrimsonLogic's authorized use of the Subscriber's Digital Signature.

8. INTELLECTUAL PROPERTY RIGHTS

- 8.1 All intellectual property rights (including copyright and trade marks) contained in, relating to or in connection with the Websites and Services (including text, graphic, logos, icons, sound recordings and software) are owned by CrimsonLogic and/or its licensors. No materials provided through the Websites or Services, including text, graphics, compilations, computer programs, code and/or software may be reproduced, modified, adapted, distributed, published, displayed, uploaded, broadcast, posted, transmitted or hyperlinked in any manner and in any form without our express, prior written approval and the respective intellectual property owners. The TradeXchange® trade mark is owned by the Government of Singapore.

9. TERMS OF PAYMENT

- 9.1 In consideration of the provision of the Services by CrimsonLogic, the Subscriber agrees as follows:
- (i) The Subscriber shall make payment to CrimsonLogic of all applicable charges ("**Charges**") for the use of the Services, including but not limited to related technical support, in accordance with CrimsonLogic's rates and fees, as may be amended from time to time by CrimsonLogic. Notification of new rates and fees will be either posted on the Website or sent to the Subscriber via electronic or written means. Payment of Charges shall be in accordance with such payment modes as CrimsonLogic may prescribe from time to time. Payments by the Subscriber to CrimsonLogic shall be the full amount billed and free of any deduction of any nature whatsoever, including without limitation, deductions for bank charges, official fees, taxes or any other expense or charge incurred by the Subscriber.
 - (ii) Unless CrimsonLogic agrees otherwise in writing, if the Subscriber opts to make payments by any payment mode other than by direct debit, CrimsonLogic shall be entitled to request for a sum of money ("**Advance Deposit**") from the Subscriber to be placed on deposit with CrimsonLogic for the duration of this Agreement. The minimum amount for such Advance Deposit shall be as determined by CrimsonLogic from time to time in its sole discretion. CrimsonLogic shall be entitled to and the Subscriber hereby authorizes CrimsonLogic to deduct such monies from the Advance Deposit as shall be due and outstanding from time to time. Should such Advance Deposit fall below the specified minimum amount, the Subscriber shall top up the difference as soon as possible and in any case within two (2) weeks of notification by CrimsonLogic, and inform CrimsonLogic when such top up has been completed.
 - (iii) If the Subscriber has submitted an authorisation form allowing for direct debit from a bank account designated by the Subscriber ("**Designated Account**"), CrimsonLogic shall be entitled to and the Subscriber hereby authorizes CrimsonLogic to debit directly, without any notice, the Charges and other monies due to CrimsonLogic from the Subscriber's Designated Account.
 - (iv) If collection of payment through direct debit is unsuccessful or if payment is not received by CrimsonLogic (whichever is the case), late payment interest will be imposed as provided in this Clause 9.1. The Subscriber will be informed of the unsuccessful collection or non-payment and requested to make available the funds and/or make any other arrangement deemed necessary with the bank within a specified time period ("**Payment Period**"). In direct debit cases, the Subscriber shall inform CrimsonLogic when they have completed the arrangement with the bank.
 - (v) If CrimsonLogic does not receive any payment or notification as aforesaid from the Subscriber within the Payment Period, CrimsonLogic will suspend the Services provided to the Subscriber. If CrimsonLogic still does not receive any said payment or notification from the Subscriber or is unable to contact the Subscriber at his last known contact details within one (1) week from the Payment Period, CrimsonLogic shall be entitled to terminate this Agreement forthwith and the Subscriber will be de-registered as an authorized user of the Services. The above shall be without prejudice to the rights of CrimsonLogic in respect of the non-payment of the Charges and interest accrued thereon due from the Subscriber.
 - (vi) The Subscriber shall notify CrimsonLogic of any discrepancies in the amounts charged within thirty (30) days of notification of any payable Charges, failing which the amount charged shall be deemed correct and the Subscriber shall not be entitled to dispute the same or bring any action or proceedings against CrimsonLogic in respect thereof.
 - (vii) CrimsonLogic may impose a late payment interest of 1% per month or S\$5.00 per failed cycle of direct debit whichever is higher, on Charges that are unsuccessfully collected or outstanding from the due collection/payment date until actual collection/payment date.
 - (viii) In direct debit cases, the Subscriber will bear all charges imposed by the relevant bank, including but not limited to charges in relation to maintenance of the Subscriber's account, all debits of payment (whether successful or

unsuccessful), or overdrawn account. The Subscriber will also bear all charges incurred by CrimsonLogic in connection with the unsuccessful debit of payment from the Subscriber's bank account.

- (ix) The Subscriber shall be responsible for the printing of its bills which are made possible electronically as part of the Services. CrimsonLogic will not be sending invoices to the Subscriber for the Charges incurred in the use of the Services. Bills for ancillary services such as the Other Services will be rendered by CrimsonLogic on a case by case basis and payment terms will be as stated in each bill.
- (x) In the event that CrimsonLogic is compelled to commence any legal action to recover unpaid Charges, the Subscriber agrees that CrimsonLogic shall be entitled to claim legal costs on a full indemnity basis from the Subscriber.

10. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

- 10.1 THE SERVICES AND ALL ANCILLARY SERVICES (INCLUDING BUT NOT LIMITED TO TRAINING AND TECHNICAL SUPPORT) ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. CRIMSONLOGIC AND ITS SERVICE PROVIDERS DISCLAIMS ALL WARRANTIES OR CONDITIONS OF ANY KIND, TO THE EXTENT PERMITTED BY LAW, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THE SUBSCRIBER ACKNOWLEDGES THAT THE SYSTEM, THE SERVICES AND THE TRANSACTIONAL SERVICES ARE PROVIDED TO THE SUBSCRIBER BY CRIMSONLOGIC AND/OR SERVICE PROVIDERS. FOR THE AVOIDANCE OF DOUBT, THE GOVERNMENT OF SINGAPORE SHALL HAVE NO LIABILITY TO THE SUBSCRIBER OR ANY OTHER THIRD-PARTY FOR ANY CLAIM OF WHATSOEVER NATURE AND HOWSOEVER ARISING AS A RESULT OF, OR RELATED TO OR CONNECTED WITH THIS AGREEMENT OR ANY ACCESS TO OR USE OF THE SERVICES.
- 10.2 CrimsonLogic and its Service Providers do not warrant that the Websites and Services will meet Subscriber's requirements or that the Websites and Services will be uninterrupted, timely, secure or error-free. CrimsonLogic and its Service Providers do not warrant the security of any information transmitted over the Internet as no data transmission over the Internet can be guaranteed as totally secure. Accordingly, any document or information which is transmitted by the Subscriber, whether to CrimsonLogic or to any other party, is transmitted at Subscriber's own risk.
- 10.3 CrimsonLogic is not responsible for the availability, content or security of external websites or websites belonging to Service Providers which may be linked or integrated with the Websites. CrimsonLogic undertakes no liability, whether in contract, tort or otherwise for the acts, neglects and omissions of the Service Providers or other third parties, including without limitation third party providers of telecommunication, computer or internet services or for faults in or failures of their apparatus, equipment or systems.
- 10.4 CrimsonLogic and its Service Providers shall not be liable to the Subscriber or any other party for any damages, loss, cost or expense suffered by the Subscriber or any other party as a result of:
 - (i) an action brought by a third party even if such loss was reasonably foreseeable or CrimsonLogic has been advised of the possibility of the Subscriber or any other party suffering or incurring the same;
 - (ii) the reliance on or use of any data, information, content or matter provided by the Service Provider via the Services or the accuracy, correctness or completeness thereof;
 - (iii) any errors, interruptions or other occurrence whatsoever arising out of any form of communications or other facilities not provided by CrimsonLogic;
 - (iv) any data or other information input, sent or received by or to the Subscriber or through the Services;
 - (v) any occurrence not due to CrimsonLogic's direct default.
- 10.5 In no event shall CrimsonLogic or its Service Providers be liable for any loss of business, profit, goodwill or any type of special, indirect or consequential loss.
- 10.6 The Subscriber shall indemnify and keep CrimsonLogic harmless against any damage or claim by any parties which may arise out of this Agreement and agree to notify such parties in writing that CrimsonLogic shall have no liability to them. In the event any claim is made by such parties against CrimsonLogic, the Subscriber shall take all steps to enforce its rights including but not limited to the institution of legal proceedings, if necessary, against such parties to restrain them from bringing such claims against CrimsonLogic.
- 10.7 CrimsonLogic shall not be responsible for any dealings (i) between the Subscriber and the Service Providers or (ii) between the Subscriber and another Subscriber whether or not such dealings are facilitated through the use of the Services.

- 10.8 The Subscriber agrees that it shall not bring any claims, actions or proceedings whatsoever against the Service Providers in respect of any damages, loss, cost and expense arising from the use or reliance on the data, information, content or matter provided by the Service Providers via the Website or Services.
- 10.9 CrimsonLogic shall have no liability to the Subscriber for any loss, damage, cost or expense arising from or in connection with this Agreement unless the Subscriber shall have served notice on CrimsonLogic within one (1) year from the date the event giving rise to the cause of action arose.
- 10.10 Neither party shall be responsible for failure to perform or fulfill its commitments under this Agreement if such failure is due to any other circumstances outside its control. Such circumstances comprise, but are not confined to, acts of God, war, riots and sabotage.
- 10.11 CrimsonLogic shall not be held responsible for any failure to meet its obligations under this Agreement to the extent that such failure is attributable to the effects of any computer virus.
- 10.12 In any event, the liability of CrimsonLogic for loss, damage, cost or expense to the Subscriber, for any cause whatsoever and regardless of the form of action, whether in contract or in tort including negligence or otherwise, shall not exceed a total of the last three (3) months' payments by the Subscriber to CrimsonLogic.

11. GOVERNING LAW

- 11.1 This Agreement shall be governed by and construed in accordance with the laws of Singapore. The parties agree to submit to the exclusive jurisdiction of the courts of Singapore.
- 11.2 Recognizing the global nature of the Internet, the Subscriber agrees to comply with all local rules regarding online conduct, acceptable content and use of the Websites and the Services. Details contained on the Websites have been prepared in accordance with Singapore law and may not satisfy the laws of any other country. CrimsonLogic does not warrant that the details on the Website will satisfy the laws of any country other than Singapore.

12. TERMINATION OF ACCESS

- 12.1 Either party may terminate this Agreement by thirty (30) days' prior written notice to the other party.
- 12.2 Upon termination, the Subscriber and its nominees shall immediately cease to use or access the Services.
- 12.3 Notwithstanding the foregoing, CrimsonLogic may cease immediately to provide the Services and to terminate this Agreement forthwith if (i) the Subscriber goes into liquidation or bankruptcy; or (ii) if the Subscriber breaches or fails to conform to any obligation in accordance with this Agreement; or (iii) as provided under Clause 9.1(v) of this Agreement.
- 12.4 Clauses 5.3 to 5.6, 5.9, 8, 10, 11, 12.4 and 13.1 shall survive the termination of this Agreement.

13. GENERAL

- 13.1 The Subscriber shall not, in any litigation proceeding, challenge the admissibility as evidence or the accuracy of a data log or electronic record provided by CrimsonLogic in whatever form it may be presented.
- 13.2 Nothing in this Agreement shall constitute or be deemed to constitute a partnership between CrimsonLogic and any Subscriber or Service Provider, nor constitute the appointment of CrimsonLogic as agent of any Subscriber or Service Provider.
- 13.3 A waiver of breach or default under this Agreement by CrimsonLogic must be in writing and shall not be a waiver of any other or subsequent default. Failure or delay by CrimsonLogic to enforce compliance with any term or condition of this Agreement shall not constitute a waiver of such term or condition.
- 13.4 If any terms and conditions are held to be invalid, unenforceable or illegal for any reason, the remaining terms and conditions will nevertheless continue in full force.
- 13.5 The Subscriber shall not assign this Agreement or any part thereof without the prior written consent of CrimsonLogic.
- 13.6 The Subscriber shall be deemed to have read this Agreement and agree to be bound by the terms hereof. This Agreement shall supersede all proposals, prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this Agreement.

- 13.7 Save for the right of the Government of Singapore to enforce Clauses 8.1 and 10.1, and save for the right of Service Providers to enforce Clauses 10.1, 10.2, 10.4, 10.5 and 10.8, no part of this Agreement is enforceable under the Contracts (Rights of Third Parties) Act (Cap. 53B) by a person who is not a party to it.

PRODUCT-SPECIFIC TERMS – TRADEXCHANGE

A1 TERMS OF PAYMENT

- A1.1 The Subscriber may (where available) elect to make payment of the Charges through its value-added service provider ("VAS Provider") on the payment terms similar to those set out in Clause 9.1. In such circumstances, CrimsonLogic shall, subject to the mutual agreement of the VAS Provider, charge and receive payment from the VAS Provider for the Services consumed by the Subscriber and the Subscriber shall separately settle its account for Services consumed with the VAS Provider. Any default of the VAS Provider shall be deemed to be a default of Subscriber.
- A1.2 For the purposes of this Agreement, a VAS Provider is a vendor providing services that value-add, modify, facilitate and incorporate the Services.

PRODUCT SPECIFIC TERMS FOR THE USE OF TRADENET®

1. **Definition of Terms**

The following words and expressions shall have meanings hereby assigned to them except where the context otherwise requires:

"CCP"	means the Cargo Clearance Permit. The CCP shall be in the format approved by Singapore Customs containing the full particulars therein and the condition (s) as may be imposed by the Singapore Customs for the clearance of cargo declared under Section 37 or 59 of the Customs Act (Cap 70), and/or Section 3 of the Regulation of Imports & Exports Act (Cap 272A) or any other written law in Singapore;
"Declaration"	refers to a declaration required under Section 37 or 59 of the Customs Act (Cap 70), Section 3 of the Regulation of Imports & Exports Act (Cap 272A) or any other written law in Singapore. A Declaration also includes any other declarations made through TradeNet® in the format stipulated by Singapore Customs;
"Declarant"	means a person appointed by the End User to submit declarations through TradeNet® and whose NRIC number/passport number and user identification number are registered with Singapore Customs;
"End User"	refers to the company registered to use TradeNet® and its appointed persons to submit the declarations through TradeNet® (also known as "Declaring Agent" and "Declarant" respectively);
"Singapore Customs"	means Singapore Customs, an agency of the Ministry of Finance, Government of the Republic of Singapore;
"TradeNet®"	means the network provided by the CrimsonLogic to enable End Users and/or Declarants to make applications for CCP and related services.

2. **Registration**

- 2.1 The End User shall be required to have an entity identifier and be registered with Singapore Customs and CrimsonLogic.

A Direct Debit Authorisation (DDA) form for the payment of customs duty and GST must be duly completed at the time of registration of the End User with Singapore Customs. Any End User who is already registered but not on the GIRO payment scheme for customs duty and GST is also required to complete the DDA form for submission to Singapore Customs.

- 2.2 The End User may appoint more than one Declarant under their employment to submit Declarations. The names and NRIC numbers/passport numbers of the authorised persons must be registered with Singapore Customs.
- 2.3 The End User shall inform Singapore Customs immediately of any change of Declarant or any change in the Declarant's particulars that are registered with Singapore Customs.
- 2.4 Only Declarants will be allowed to declare on the End User's behalf. The Declarants must check all the particulars and data for completeness and accuracy before transmitting them to Singapore Customs and/or the Controlling Agencies for processing and approval. The Declarants must also check the CCP for completeness, accuracy and conditions if any.
- 2.5 The Declarant is responsible for the confidentiality of the password associated with the user identification number assigned by CrimsonLogic. He shall not disclose them nor cause them to be disclosed to any other person. He shall exercise care to ensure the security and confidentiality of the password associated with the user identification number and prevent any unauthorised access to the system. He shall change the password if he discovers, or has reason to suspect, that another person knows such password. It shall not be a defence for the Declarant to allege that his user identification number and password were used without his knowledge or that he did not consent to the declaration made.
- 2.6 The End User shall inform all their Declarants of these Product Specific Terms and ensure that they comply with them.

3. **Declaration**

- 3.1 All Declarations to Singapore Customs shall be in such form and format as the relevant Authority may specify from time to time. The End User shall comply with all documentation procedures for the preparation, submission and processing of the Declaration under TradeNet®.
- 3.2 Singapore Customs shall accept Declarations for processing submitted by the Declarant through TradeNet® either as or for and on behalf of the importer, exporter, transhipper, or owner of the goods.
- 3.3 Singapore Customs has the right not to process the Declaration if the End User does not have a sufficient bank guarantee or for any other reason, in which case, Singapore Customs will notify the End User of the rejection and/or reason(s) therefore if necessary.
- 3.4 The End User shall ensure that proper controls are instituted for the transmission of the data to and the retrieval of the data from Singapore Customs.
- 3.5 The End User shall ensure that there are no unauthorised additions, alterations, amendments to or cancellation of the CCP or any data transmitted to Singapore Customs unless prior approval is obtained from Singapore Customs.
- 3.6 The End User shall comply with and be bound by all the terms and conditions governing the submission of the declarations through TradeNet®.

- 3.7 The End User shall accept full responsibility for all transactions made and agree to accept responsibility for all infringements notwithstanding that individual action could be taken against the respective Declarants for any incorrect or false declaration made.
- 3.8 The End User may act as an agent to submit a declaration for application of a CCP on behalf of a third party for movement of goods belonging to the third party. Before acting as an agent for the third party, the End User shall verify the identity of the third party including its authorized person, business registration and business address. The End User shall provide the information pertaining to the third party to Singapore Customs if there were infringements against the law and accept responsibility for all infringements notwithstanding that action could be taken against the third party for any incorrect or false declaration made.
- 3.9 The Declarant or End-User shall record and make available, upon request by Singapore Customs, the name, identity card or passport number, office or residential address and contact details of persons who have given the instructions on the Declarations.

4. **CCP**

- 4.1 The End User shall not print any false copies of the CCP or with particulars or data not approved by Singapore Customs. Only one copy of the CCP is permitted to be used for the movement of the goods in accordance with the conditions applicable to that CCP. The End User shall forthwith retain and produce supporting documents relating to the CCP as stipulated under Singapore Customs' conditions of approval or on demand by Singapore Customs.
- 4.2 The End User shall comply with all other documentation procedures and permit conditions on the use of the CCP under TradeNet®.
- 4.3 If the CCP is not used, the End User shall cancel the CCP within 24 hours of the expiry of the validity date of the CCP.

5. **Penalties**

- 5.1 If the End User is found to have made an untrue or an incorrect declaration or a declaration which is incomplete by omitting any material particular therefrom, the End User may be guilty of an offence under the Customs Act (Cap 70), the Regulation of Imports and Exports Act (Cap 272A) and other relevant laws. In addition, the Declarant and/or End User may be deregistered from using TradeNet®.

6. **General**

- 6.1 Singapore Customs shall not be liable for any loss incurred by the Declarant or End User whether as a result of System or computer breakdown or malfunction or for any other reason whatsoever and the End User will indemnify Singapore Customs for any loss or damage suffered by any other party which may be caused by such breakdown in relation to their submissions to the System.
- 6.2 Singapore Customs shall reserve the right at any time to suspend or terminate the Declarant and/or End User from submitting declarations through TradeNet® to Singapore Customs for processing and approval without giving any reasons.

- 6.3 Singapore Customs shall have the right to add, alter, vary and/or modify any or all of the above terms and conditions and operating procedures at any time at its discretion and such additions, alterations, variations and modifications when made shall be communicated to the End User and shall then be deemed to be part of these terms and conditions and the End User shall be bound by the same.
- 6.4 Notwithstanding clause 13.7 of the General T&Cs, Singapore Customs shall have the right to enforce the provisions of this Product Specific Terms against the End User or Declarant.