Cyber Port (Port Logistics) Terms of Use

Cyber Port Administrator

Established: April 1, 2021

Revised: March 13, 2023

Cyber Port (Port Logistics) Administrator ("Administrator" as defined in Article 2, Paragraph 4.) in order to improve the productivity of port logistics by smoothly coordinating information on maritime transport cargoes among the business operators involved in port logistics procedures, and to promote the efficient utilization of ports and harbors by statistically analyzing data on port logistics (hereinafter, "Cyber Port Purpose"). Cyber Port (Port Logistics) ("Cyber Port" as defined in Article 2, Paragraph 1.) provide with. (Hereinafter, "Initiative".) Cyber Port (Port Logistics) Terms of Use (hereinafter, "Agreement".) is a service provided by Cyber Port (hereinafter, "Services".) the conditions of use, etc. shall be specified.

Article 1 (Application)

1.   The Agreement shall apply to the use of the Services between the Administrator and all subscribers who use Cyber Port ("Subscriber" as defined in Article 2, Paragraph 2. The same shall apply hereinafter.) (Including between Subscriber. The same shall apply hereinafter.), and the Subscriber agrees to this Agreement when receiving the Services.

2.   In addition to this Agreement, the Services shall be governed by the detailed regulations established by the Administrator. In the event of any inconsistency between the provisions of the Agreement and the bylaws, the bylaws shall prevail over the Agreement only to the extent of the inconsistency.

3.   In the event that the Services specified in Exhibit 1 are used by utilizing the Services (including the case where data of such Services are used for the Services), the terms of use

of such Services shall apply. In the event of any inconsistency between these Terms and the terms of use of the Service, this Agreement shall prevail over the terms of use of the Service only to the extent of the inconsistency.

Article 2 (Definitions)

In this Agreement, the following terms shall be defined as follows:

1. "Cyber Port" is a platform for sharing electronic forms, etc. (data of various documents, etc., related to port logistics procedures) exchanged between Subscribers and other business operators involved in port logistics procedures.

2. "Subscriber" means a business operator who falls under any of the items of Article 3, Paragraph 1, has agreed to this Agreement, and has completed the use registration in accordance with this Agreement, individually or collectively.

3. "Business Type" refers to the classification of business undertaken by a Subscriber in port logistics procedures. Business types in the Services include businesses (Shipper / Consignee, etc.) for which there are no laws or regulations.

4. "Administrator" refers to the Administrator of Cyber Port, such as Ports and Harbours Bureau, Ministry of Land, Infrastructure, Transport and Tourism.

5. "Participant" means the Administrator and the Subscriber.

6. "Shared Data" means data that a Subscriber shares with another Subscriber through Cyber Port under this Agreement and shall include copies.

7. "Restricted Data" refers to Shared Data set by a Subscriber on Cyberport so as not to be accessed by other Subscribers except a specific Subscriber.

8. " Linkage System" means any other system that has data linkage with Cyber Port as specified in Attachment 1.

9. " Linkage Data" refers to data provided from a Linkage System to a Cyber Port and data provided from a Cyber Port to a Linkage System in data cooperation between the Cyber Port and the Linkage System.

10. "Tabulated and Anonymized Data" refers to data that is output after aggregation and processing of data stored in Cyber Port and processed so that it is not possible to identify a specific individual, corporation, or organization from the data, and cannot be restored to data

that can identify a specific individual, corporation, or organization from the tabulated and anonymized data.

11.   "Personal Information, etc." refers to the Act on the Protection of Personal Information (Act No. 57 of 2003). Hereinafter referred to as the "Personal Information Protection Act" including subsequent amendments.) Personal information specified in (Include personal data.) "Anonymously Processed Information" and "Kana Processed Information" are collectively called "Anonymously Processed Information" and "Kana Processed Information".

12.   "Outsourcing Service Provider" shall mean a business operator to which a Subscriber entrusts services. "Subcontractor" refers to a business operator to which an Outsourcing Service Provider further entrusts its business.

13.   "Intellectual Property Rights" means "Intellectual Property Rights" as defined in article 2(2) of the Intellectual Property Basic Act (Act No. 122 of 2002). 23.   "Industrial Property Rights" means collectively all patents, trademark rights, utility model rights, and design rights.

Article 3 (Potential Subscribers)

1.   A person who can be a Subscriber shall be limited to the following persons:

    ①   Vessel operation business operators (meaning persons who engage in a vessel operation business regulated in article 2, paragraph 2, of the Maritime Transportation Act (Act No. 187 of 1949))

    ②   Vessel leasing business operators (meaning persons who engage in a vessel leasing business regulated in article 2, paragraph 7, of the Maritime Transportation Act)

    ③   Maritime brokers (meaning persons who engage in a marine transport brokerage business regulated in article 2, paragraph 8, of the Maritime Transportation Act)

    ④   Maritime agents (meaning persons who engage in a marine transportation agent business regulated in article 2, paragraph 9, of the Maritime Transportation Act)

    ⑤   Coastal shipping business Administrator s (meaning persons who engage in a coastal shipping business regulated in article 2, paragraph 2, of the Coastal Shipping Business Act (Act No. 151 of 1952))

    ⑥   Warehouse operators (meaning persons who engage in a warehousing business

regulated in article 2, paragraph 2, of the Warehousing Business Act (Act No. 121 of 1956))

⑦ Consigned freight forwarding business operators (meaning persons who engage in a consigned freight forwarding business regulated in article 2, paragraph 6, or the Freight Forwarding Business Act (Act No. 82 of 1989))

⑧ Motor truck transportation business operators (meaning persons who engage in a motor truck transportation business regulated in article 2, paragraph 1, of the Motor Truck Transportation Business Act (Act No. 83 of 1989))

⑨ Port transportation business operators (meaning persons who engage in a port transport business regulated in article 2, paragraph 2 of the Port Transportation Business Act (Act No. 161 of 1951); persons who engage in a business equivalent to the said business at a port other than set forth in article 2, paragraph 4, of the Act) and the persons listed below

  (a) Persons who engage in container terminal operations established with investments from multiple parties including port transport operators

  (b) Persons who rent container terminals

  (c) Persons whom the Administrator finds to be equivalent to either (a) or (b)

⑩ Customs brokers (meaning customs brokers regulated in article 2, item 3, of the Customs Brokerage Act (Law No. 122 of 1967))

⑪ Consigners (meaning exporters delivering goods or importers receiving goods who effectively determine by contract the method of transportation, etc., for goods pertaining to their business)

⑫ Notification shippers (meaning consignors, etc., regulated in article 6, paragraph 3, of the Public Notice on Determination of the Mass of Maritime Containers for Storing Special Goods (Public Notice No. 720 of the Ministry of Land, Infrastructure, Transport and Tourism, 2016) including cases of mutatis mutandis application of the above pursuant to the provisions of article 5 of the Public Notice on Determination of the Mass of Maritime Containers for Storing Hazardous Materials (Public Notice No. 721 of the Ministry of Land, Infrastructure, Transport and Tourism, 2016))

⑬ Registered firms (meaning registered firms regulated in article 2, paragraph 2, of the Public Notice on Determination of the Mass of Maritime Containers for Storing Special Goods (including cases of mutatis mutandis application of the above pursuant to the provisions of article 1 of the Public Notice on Determination of the Mass of Maritime

Containers for Storing Hazardous Materials)

2.   Subscribers are allocated one or more "Business Type" based on the licenses, etc., of the administrative agency required by laws and regulations for the business operators set forth in the preceding paragraph or based on the actual business substance of the business. The relation between the preceding clause and "Business Type" is as shown in Attachment 2.

Article 4 (Registration of Cyber Port Use)

1.   Persons who wish to register the use of Cyber Port (Hereinafter referred to as "Applicant".) Upon agreement with this Agreement, the Administrator shall apply for the Registration of Use in a manner separately specified by the Administrator, which shall be reviewed and approved by the Administrator. It should be noted that all Policyholders may authorize the Administrator, on behalf of all such Policyholders, to enter into this Agreement with the Applicant, and the Administrator may enter into this Agreement with the Applicant on behalf of all Policyholders under such authorization.

2.   If the Administrator determines that the applicant has any of the following reasons, the Administrator shall not approve the application for the use registration and shall not be obliged to disclose the reason.

      ①   Cases where the applicant does not fall under any of the items of Paragraph 1 of the preceding article

      ②   Where the applicant has submitted a false notification at the time of application for registration of use

      ③   The applicant is a person who has violated this Agreement.

      ④   The applicant falls under Article 18, Paragraph 1 (4) or any of the items of Article 18, Paragraph 2.

      ⑤   In addition, when the Administrator determines that the User registration by the applicant is not appropriate

3.   The Administrator shall not be liable for any damage to the applicant or any third party arising from the judgment of disapproval pursuant to the preceding paragraph or from the filing of an application for incorrect or inaccurate matters at the time of registration of use.

4.   When an Administrator approves a use registration, the Administrator shall notify the applicant to the effect that he/she approves the use registration. At the time of such

notification, the use registration is completed, and the applicant becomes a subscriber.

5. Any Subscriber who has a change in application matters shall immediately notify the Administrator of the details of the change by a method separately determined by the Administrator. If said Subscriber does not notify the contents of the change, the Administrator may deem the previous application matters to be authentic.

Article 5 (ID and Password)

1. After the user registration is completed, the Administrator issues a User ID to the Subscriber, and the Subscriber has the password (Hereinafter referred to as "User PW".). Register.

2. A Subscriber is an individual belonging to a Subscriber who handles Cyber Port (Hereinafter referred to as "User".). A User ID can be issued to the User. In this case, the subscriber shall provide each User with the password to be used by the subscriber (Hereinafter referred to as "User PW".). User ID and User PW management by the User. A subscriber shall not issue a User ID to any individual, juridical person or other third party who does not belong to the Subscriber. (Hereinafter, the User ID and the User ID are collectively referred to as "ID", and the User PW and the User PW are collectively referred to as "PW".)

3. The Subscriber shall properly manage the ID and PW at his/her own responsibility (To allow a User to appropriately manage a User ID and a User PW.). The User shall not in any case transfer or lend the ID or PW to a third party, or share it with a third party, or allow the User to disclose the User ID or PW to a third party.

4. When a Subscriber of a User ID and a User PW or a Subscriber of a User ID and a User PW is logged-in in accordance with the registration information, the Administrator shall notify the subscriber, the User, or the administrator (an individual belonging to the Subscriber who manages the issuance of the ID of each User by the Subscriber) to whom the User ID is assigned. The same shall apply hereinafter.) The Administrator shall not be liable for any damages arising out of the use by the Administrator, even if the Subscriber is not at fault in any way due to plagiarism, impersonation or any other accident.

5. When a subscriber confirms a leakage of an ID or PW, or unauthorized login or unauthorized use by a third party, the subscriber shall immediately report to the Administrator to that effect.

Article 6 (Use fee and payment method)

1. The Subscriber shall pay to the Administrator the use fee separately prescribed in the "Detailed Regulations on Use Fees" by the payment method prescribed in said Detailed Regulations. However, the usage fee shall be free until the relevant detailed regulations are established.

2. The cost of procurement of communication equipment necessary for the Subscriber to use the Services, communication costs, repair costs of systems (software) for which the Subscriber is authorized to use, and other costs necessary for the Subscriber to use the Services shall be borne by the Subscriber.

Article 7 (Method of Sharing Shared Data)

1. Having consented to the terms and conditions of the obligations and responsibilities set forth in these Terms, the Subscriber shall share the Shared Data at Cyber Port in the following manner:

   ① Data sharing using the Information Sharing API (Application Programming Interface) function

   ② Data sharing by information linkage GUI (Graphical User Interface) function

   ③ Data sharing with EDI capability (EDIFACT)

2. In the case where a Subscriber shares shared data including personal information, etc., the Subscriber agrees that personal information, etc. related to the shared data is provided and permitted to be used only for this purpose to other Subscribers within the scope for which the Subscriber has established the right to use the shared data, and shall take appropriate measures against the principal of the personal information, etc.

3. With regard to personal information, etc. obtained through Cyber Port, a Subscriber shall comply with the Personal Information Protection Act and take necessary measures for the management of personal information, etc.

Article 8 (Representation Guarantee for Shared Data)

1. Subscribers shall not be allowed to share the same data with other Subscribers (referring to "renewal, etc." as defined in Article 9 (1)). The same shall apply hereinafter.) This includes the case were. The same shall apply hereinafter in this Article.) For shared data, represent

and warrant to the other Participants that:

① Such shared data has been acquired by a lawful and appropriate method at the time of acquisition by the subscriber.

② Data acquired from a third party (Excluding data that has already been stored on Cyber Port and for which the subscriber has been granted the right to use.) (Including the use by itself and the grant of free license to other Subscribers under these Terms.), the relevant third party shall use the relevant data on Cyber Port. authorised or legally co-owned

③ Of the shared data, data created or updated by itself, excluding data acquired from a third party, are accurate, up-to-date, and complete at the time of sharing (Including the fact that there are no defects or bugs in the shared data.). Safety (Including that the shared data is not infected with a virus.) Efficacy (Compliance with this purpose shall be included.) and does not infringe intellectual property rights or other rights of a third party.

④ When sharing data acquired from a third party, the content to be referenced must be accurately transcribed.

2. Notwithstanding the provisions of the preceding paragraph, in the event that damage has occurred to another Participant as a result of the Subscriber's sharing of the Shared Data, such Subscriber shall be liable for damages to such other Participant only if such other Participant has breached any of the items of the preceding paragraph intentionally or through gross negligence, or if the Subscriber has knowingly or through gross negligence not informed such breach of the accuracy, freshness, integrity, safety or validity of the Shared Data at the time of sharing or that the Shared Data infringed the intellectual property or other rights of a third party.

3. Subscriber makes no warranties, either express or implied, with respect to shared data, except as expressly expressed in these terms.

Article 9 (Data sharing by subscribers)

1. Subscribers shall have the authority to refer to the contents of the shared data on Cyber Port (Hereinafter referred to as "reference authority".). and corrections, additions, deletions, modifications, updates of the contents (Hereinafter collectively referred to as "renewal, etc.".). or authority to transmit to the linkage system (Hereinafter referred to as "update

authority, etc.", reference authority and update authority are collectively referred to as "use authority.".) By setting the scope of the shared data for each subscriber or by not setting such scope, it is possible to provide the shared data for the use of the other subscriber and for the use of the shared data in the cooperation system. When a subscriber makes settings on Cyber Port (setting the scope of authority to use shared data and the scope of sharing restricted data), he/she shall do so on his/her own will and responsibility. By providing such Shared Data, Subscriber grants to other Subscriber the use of such Shared Data to the extent of the Purpose, non-exclusive, free of charge.

2.   Where intellectual property rights exist in the shared data, their ownership shall be as follows:

    (1)   Of the shared data shared by a Subscriber, the intellectual property rights created by the Subscriber belong to the Subscriber.

    (2)   In the event that a subscriber updates, etc. the shared data shared by other subscribers, updates, etc. (Excluding correction of errors, etc.) of the content of such shared data the intellectual property rights of the shared data prior to renewal shall belong to the Subscriber who shared the shared data.

    (3)   In the event that a certain shared data is shared, updated, etc., by multiple subscribers, the ownership of intellectual property rights relating to the data shall be determined in accordance with the preceding 2 items.

3.   A subscriber who has shared the Shared Data may request a subscriber who uses the Shared Data to submit a written report on the status of management of the Shared Data. In the event that it is determined that there is a risk of leakage or loss of the Shared Data in light of the status of management of the subscriber who uses the Shared Data, the Subscriber may request a correction of the method of management or storage of the Shared Data.

4.   If a subscriber who has shared the shared data finds that a subscriber who uses the shared data violates these Terms, the subscriber may notify the Administrator and request the subscriber who has violated to rectify the violation. If the violation is not rectified, the subscriber who has shared the shared data may request the Administrator to discontinue the use of the Services by the subscriber who has violated these Terms and take other appropriate measures in accordance with these Terms.

Article 10 (Use of Shared Data by Subscribers)

1. The Subscriber may use the Shared Data within the scope of the Purpose and the rights of use established by the Subscriber on the Services, having consented to the performance of the obligations and responsibilities set forth in these Terms.

2. The Subscriber shall comply with all of the following items with respect to the use of the Shared Data:

   (1) Systems provided for the use of shared data shall have the same security and backup systems as those normally used by systems generally used for data storage in our country

   (2) The shared data shall be clearly distinguished from other information and managed with the care of a good controller, and restricted data shall be managed confidentially in accordance with Article 16.

   (3) Use shared data only for this purpose

   (4) Shared data is shared by third parties (including other subscribers) who have not established usage rights. The same shall apply hereinafter.) shall not disclose or make available to a third party any information to or beyond the scope of the authority to use such information.

3. Notwithstanding the provisions of the preceding paragraph, a Subscriber may establish the right to use shared data for a specific Subscriber in the supply chain and disclose the shared data shared by the original Subscriber to the specific Subscriber (but only if the co-owner Subscriber is included in the supply chain.). 。 In addition, if the specific Subscriber is individually authorized to use the shared data by the original Subscriber, the specific Subscriber can use the shared data only in accordance with the authorized usage.

4. Notwithstanding the provisions of paragraph 2 of this Article, the Subscriber shall ensure that shared data (Contains restriction data.) (Including subcontractors). The same shall apply hereinafter in this Article.) may be disclosed to. It should be noted that the disclosure is limited to shared data acquired from Cyber Port and for which the subscriber is authorized to use. In this case, the contractor shall make the contractor assume the same responsibility as the contractor for the use and storage and management of the shared data. The Subscriber shall be responsible for the proper management of the data at the Subscriber, and any breach of these Terms by the Subscriber shall be deemed a breach of these Terms by the Subscriber.

5. When the outsourcee set forth in the preceding paragraph ceases to be an outsourcee due to the termination of an entrustment contract, etc., the outsourcee shall lose the authority to use

the shared data. In this case, the Subscriber shall, at its own responsibility, have the outsourcee discontinue the use of the shared data and, if the outsourcee retains the shared data, have the outsourcee delete the shared data.

6.   When a Subscriber is requested to report or rectify matters in accordance with Article 9 (3) and (4), the Subscriber shall promptly respond to the request.

7.   When a Subscriber uses a system of a person other than the Subscriber for his/her own data management and outsources the operation or management of the system to a person other than the Subscriber, the Subscriber shall receive the system (If the person has access to the shared data, this includes the shared data.). appropriate controls shall be exercised.

Article 11 (Coordination between Cyber Port and Other Systems)

1.   Subscribers shall be able to transmit data, including shared data, to the Collaborating System through Cyber Port based on their own judgment and operation. In addition, the subscriber shall receive the data provided from the linkage system to the Cyber Port among the linkage data (Hereinafter, such received data is referred to as "received data".). In this way, the shared data of Cyber Port can be updated.

2.   When renewing, etc. the co-owned data pursuant to the preceding paragraph and/or using the co-owned data after renewal, etc., the Subscriber may not request any guarantee from the Administrator regarding the accuracy, freshness, completeness and validity of the received data and any other quality or defects of the received data. In addition, the Subscriber shall not be liable for any loss or damage arising from the use of the received data (Including, but not limited to, Cyber Port failures, data leaks, data loss, data errors, etc.). No damages or any other claim may be made against the Administrator in respect of any of the foregoing.

3.   The Administrator shall manage the contract information between the Subscriber and the Collaboration System (Individual identification code, password, etc.) that is necessary for coordination with the Collaboration System, as specified in Article 17.

Article 12 (Management Liability, etc. of Administrators)

1.   The Administrator shall appropriately manage Cyber Port by providing the availability, security, etc., equivalent to Type II in "Definition of System Profile" in "Digital Government Promotion Standard Guidelines" (decided by the Executive Committee of the Digital

Society Promotion Council).

2. Except as provided in the preceding paragraph, the Administrator does not make any warranties, either express or implied, to Subscriber with respect to the operation of Cyber Port, including the following.

   ① complete Cyber Port security

   ② Cyber Port (including APIs, GUIs, codes, etc. provided and managed by Cyber Port.) free from bugs and design mistakes

   ③ Do not be infected with viruses by using Cyber Port.

   ④ uninterrupted operation of Cyber Port

3. The Subscriber may not make any claim for damages or any other claim against the Administrator on the grounds that the security of Cyber Port is incomplete or on any other grounds which are not covered by the guarantee in the preceding paragraph.

4. The Subscriber acknowledges that the operation of Cyber Port may be interrupted by reasons such as maintenance and inspection of Cyber Port and its constituent cloud services.

5. When a subscriber uses an API published by Cyber Port, the Administrator shall appropriately customize and implement the API in the subscriber's system and shall not be liable for any loss or trouble (Data leakage, data loss, etc.) caused by the customization.

6. After the data linkage between Cyber Port and the Linkage System pursuant to Article 11, the Administrator shall not make any guarantees regarding the Linkage System, including the fact that the Linkage System is always available, and that the data of the Linkage System can be linked with the data of the Linkage System.

Article 13 (License to Administrator s and Data Utilization by Administrator s)

1. For the purpose of the efficient production of statistics and the utilization of them in various national policies concerning the improvement of productivity of ports and harbors, the Administrator shall make available the shared data (including restricted data) stored in Cyber Port. The same shall apply hereinafter in this Article.) It is possible to create, and use aggregated, and anonymized data based on the above. The Subscriber grants the Administrator the right to use the Shared Data for this purpose. The Administrator may disclose the aggregated and anonymized data to the public.

2.   The right to receive copyrights and industrial property rights concerning aggregated/anonymized data set forth in the preceding paragraph shall belong to the Administrator.

3.   The Administrator has no authority to disclose, share, correct, add or delete restricted data except as expressly provided in these Terms.

4.   When making aggregated/anonymized data created based on the data stored in Cyber Port in accordance with Paragraph 1 available to the public, the Administrator shall determine the purpose of disclosure and the items of data to be disclosed after sufficient consultation with logistics organizations prior to disclosure.

Article 14 (Limitation of Liability for Shared Data)

1.   The Administrator shall establish intellectual property rights (Including patent rights, design rights and other intellectual property rights.) relating to inventions, devices, creations, trade secrets, etc. arising from the provision of shared data, the use of shared data, or shared data by Subscribers. Any dispute, claim or claim between the Subscriber or between the Subscriber and a third party in relation to (Hereinafter referred to as "Disputes, etc.".) (Including, but not limited to, reasonable attorneys' fees). Hereinafter referred to as "damage, etc.".) not liable for.

2.   In the event of a dispute, etc. arising out of or in connection with the Shared Data with another Policyholder or a third party, the Policyholder shall immediately notify the relevant Policyholder and the Administrator in writing and resolve the dispute, etc. at its own responsibility and expense. Relevant Subscribers and Administrator s shall cooperate to the extent reasonable with respect to such disputes, etc.

3.   In the event that the Administrator has suffered any damages, etc. arising out of or in connection with the Dispute, etc. set forth in the preceding paragraph, the Subscriber shall compensate the Administrator for such damages, etc. Provided, however, that this shall not apply to cases where the Administrator 's Damage, etc. is attributable to reasons attributable to the Administrator.

Article 15 (Responses and Responsibilities in the Case of Data Leakage, etc.)

1.   The Subscriber shall disclose, lose, or damage the Shared Data, provide to a third party

without the relevant consent of the Subscriber, use for other purposes, or use of the Shared Data in violation of these Terms (Hereinafter collectively referred to as "leakage of shared data, etc.".). (2) In the event that a Shared Data has been discovered, or in the event that a situation in which there is a risk of leakage, etc. of the Shared Data has occurred has been discovered, a notification to that effect shall be immediately given to the other Subscribers and Administrator s related to said Shared Data.

2.   In cases falling under the preceding paragraph, the Administrator shall cooperate with the Subscriber to confirm whether or not there has been a breach of Shared Data, etc., and in cases where there has been a confirmation of a breach of Shared Data, etc., the Administrator shall investigate the cause thereof, examine measures to prevent a recurrence, and share the details thereof with other Subscribers. Subscribers pertaining to Leakage, etc. shall cooperate and take necessary measures in response to requests from the Administrator.

3.   In cases where personal information, etc. is contained in shared data where leakage, etc. of shared data has occurred or is likely to have occurred and where the shared data falls under the subject of reporting prescribed in the Personal Information Protection Act, the Subscriber pertaining to the leakage, etc. shall promptly report to that effect to the Personal Information Protection Commission and notify the person concerned after consultation with the Administrator (Provided, however, that this shall not apply when it is difficult to notify the principal and when necessary alternative measures are taken to protect the rights and interests of the principal.). and Personal Information Protection Commission's instructions.

4.   The Subscriber shall be aware that the Shared Data shared by the Subscriber may be lost or damaged, or disclosed or leaked to an unintended third party due to maintenance and inspection of the System managed by another Subscriber, virus infection, hacking, computer bugs, defects or outages of facilities or communication services, power outages, erroneous operations, suspension or emergency maintenance of external services such as cloud services, or any other event not attributable to the other Subscriber, and shall not claim any compensation for damages against such other Subscriber even if such damage is caused to itself or a third party. unless the other Subscriber has failed to meet the proper data management obligations required by these Terms.

Article 16 (Confidentiality Obligation)

1.   The Participant shall not disclose any information (hereinafter referred to as "Confidential Information"), whether in writing, orally, or otherwise, disclosed by another Participant that

such information is Confidential Information. It should be noted that the restricted data disclosed by other Subscribers shall be considered as confidential information.) shall not disclose, share or divulge to any third party, or use Confidential Information for any purpose other than the exercise of rights or performance of obligations under these Terms, beyond the scope of the rights granted on Cyber Port or beyond the scope permitted by these Terms, without the prior written consent of the Disclosing Party. Provided, however, that with respect to Confidential Information for which disclosure requests are made by a public entity which entails legal force or for which disclosure is requested by Personal Information Protection Commission in reporting a Leakage, etc. to Personal Information Protection Commission, the party (Hereinafter referred to as the "disclosed party".) to whom the Confidential Information has been disclosed may disclose the same subject to prompt notification to the Disclosing Party to the extent that it complies with the request.

2. Notwithstanding the preceding paragraph, information falling under any of the following items shall not fall under the category of Confidential Information:

① information already held by the disclosed party at the time of disclosure

② Information generated independently by the Receiving Party without relying on Confidential Information

③ information known at the time of disclosure

④ Information that has become publicly known after disclosure without any cause attributable to the Receiving Party

⑤ Information disclosed without obligation of confidentiality by a third party having a legitimate right

3. The Receiving Party may disclose the Confidential Information to its officers and employees or to its attorneys, certified public accountants, tax accountants, etc., who have a legal obligation of confidentiality, only to the extent necessary for the implementation of these Terms, subject to compliance with the obligation of confidentiality under Paragraph 1 of this Article.

4. The obligations under this Article shall survive termination of these Terms for a period of two years.

Article 17 (Handling of Personal Information)

The Administrator shall handle personal information obtained at the time of application for use and shared data including personal information in accordance with "Appendix 2 Privacy Policy.".

Article 18 (Cancellation of this Agreement by Administrator, etc.)

1. If the Administrator determines that any of the following events has occurred to the Subscriber, it may cancel this Agreement with respect to such Subscriber without giving any notice.

   ① In the event of a breach of these Terms of Use and the breach has not been corrected within a reasonable period of time in spite of a notice from the Administrator. Provided, however, that in the event of breach of the Subscriber's expressed warranty, the Administrator may terminate this Agreement only on the grounds set forth in Article 8 (2).

   ② Any of the items of Article 24, Paragraph 1 (However, item (2) is excluded.) shall be deemed to have been committed by a subscriber in the event that the subscriber has divulged, etc. Shared Data has made a false statement, etc., at the time of application for use, has violated Article 10, Paragraph 6, has been deemed to fall under any of the items of Paragraph 2 of this article, has been deemed to have violated Paragraph 3 of the same article. breach of any other material obligation of this Agreement.

   ③ A petition for bankruptcy, civil rehabilitation, special liquidation, or commencement of corporate reorganization proceedings has been filed, or similar proceedings have been filed. Provided, however, that in cases where these petitions have been made by an obligee, this shall be limited to cases where the court has made a ruling for the commencement of proceedings (or a ruling for the commencement of proceedings in the case of a special liquidation).

   ④ Where the license or permission for each business category pertaining to the policyholder has been rescinded, or where the policyholder has been subject to a disposition such as the suspension of business pertaining to said business category.

   ⑤ In the event of any other material event which makes it difficult to continue this Agreement.

2. A policyholder may be an antisocial force (meaning an organized crime group, a member of an organized crime group, a person for whom five years have not elapsed since the person ceased to be an organized crime group member, an associate member of an organized crime

group, a company affiliated with an organized crime group, a corporate racketeer, etc., a social movement, etc. This Agreement represents and warrants to all parties hereto that they do not fall under any of the following categories and that they do not have any relationship with antisocial forces:

① management control by antisocial forces

② Substantial involvement in management by antisocial forces

③ Unjust use of antisocial forces for the purpose of seeking illicit gain for oneself, oneself or a third party, or for the purpose of causing damage, etc. to a third party

④ Provision of funds, etc. or convenience, etc. to antisocial forces

⑤ Socially reprehensible relationships with antisocial forces by other officers, etc. or persons substantially involved in management

3. The Subscriber shall assure the Administrator that it will not use itself or a third party to perform any of the following acts:

① an act of violent demand (Acts specified in each item of Article 9 of the Act on Prevention of Unjust Acts by Organized Crime Group Members (Act No. 77 of 1991).)

② unreasonable demands beyond legal liability

③ the act of using threatening words or deeds or violence in connection with a transaction

④ The act of spreading rumors, damaging the credibility of a participant by fraudulent means or by force, or obstructing a participant's business

⑤ Other unjust acts equivalent to those in the preceding items

4. In the event that any of the items of Paragraph 1 of this Article is applicable to the Subscriber, the Administrator may, in lieu of the termination of this Agreement, suspend such Subscriber's access to the Cyber Port and discontinue the use of the Shared Data for a reasonable period of time.

5. If the Administrator cancels this Agreement with respect to a specific Subscriber pursuant to Paragraph 1 of this Article, it shall notify such Subscriber thereof and upon such notice this Agreement shall be cancelled. Upon termination of this Agreement by the Administrator with respect to such Subscriber, the contract between such Subscriber and the other Subscriber shall also be terminated as a matter of course.

6. If this Agreement with respect to the Subscriber is terminated (This is not limited to cases where termination is effected by cancellation or termination.) The subscriber shall be required to provide the shared data (Excluding shared data in a state contained in a document, etc., for which the relevant party is the creator or addressee.) received through Cyber Port. shall be deleted or deleted from its system. The Administrator may request the Subscriber to submit a document certifying that all data has been destroyed or deleted in the form required by the Administrator.

7. In the event that any damages, etc. are caused by the cancellation of this Agreement under Paragraph 1 of this Article, the Administrator may claim damages against the Subscriber for such cancellation. In addition, in the event that the Subscriber terminates this Agreement, if the Subscriber who terminated this Agreement has violated this Agreement prior to the termination, and the Administrator and/or other Subscriber has suffered damages, the Administrator and/or other Subscriber who has suffered damages may claim damages against the Subscriber who has terminated this Agreement.

8. If this Agreement with respect to the Subscriber is terminated (This is not limited to cases where termination is effected by cancellation or termination.) The said Subscriber shall be co-owned by the said Subscriber in Cyber Port with other Participants including the Administrator (including the case of renewal, etc. of data shared by other subscribers.). The Administrator and other subscribers have no objection to the continued use of the shared data and have no right to use the shared data (Including moral rights of author.). will not be exercised.

9. In the event of any damage to the Subscriber as a result of the cancellation or termination of this Agreement, the Subscriber shall not be entitled to claim any damages, whether nominal or otherwise, against the Administrator and the Administrator shall not be liable for such damages.

Article 19 (Cancellation of this Agreement by the Policyholder)

The Subscriber may terminate this Agreement with respect to him by giving notice to the Administrator in a manner separately specified by the Administrator. A cancellation shall become effective on the first day of the month and year designated by the policyholder in said notice (Provided, however, that if the year and month designated by the Subscriber is the year and month in which the Administrator received the notice, the following month:). The Administrator shall promptly take appropriate measures to restrict access to a subscriber who has terminated the contract.

Article 20 (Assignment of Status of Policyholders or Rights and Obligations)

The Subscriber shall obtain prior written consent from the Administrator in the event of any assignment to a third party of any status under these Terms or of any rights or obligations under these Terms.

Article 21 (Management of Shared Data by Subscribers)

1.　　The Subscriber shall share and manage all data shared to Cyber Port at its own responsibility.

2.　　The Subscriber shall indemnify the Administrator and/or other Subscriber against any damages caused to the Administrator and/or other Subscriber by breach of this Agreement or any other breach of this Agreement with respect to the use and/or control of the Shared Data, IDs, PW and others.

Article 22 (Suspension of Provision of Services)

1.　　The Administrator may suspend or suspend the provision of all or part of the Services without prior notice to the Subscriber if it determines that any of the following reasons exist:

　　① Maintenance, inspection, or updating of the computer system related to the Service

　　② If it becomes difficult to provide this service due to an earthquake, lightning strike, or other natural disaster, or due to force majeure such as fire or power outage.

　　③ When a computer system or communication line, etc., is stopped

　　④ If it is determined that there is a possibility of hindering the provision of the Services, such as confirmation of a large number of data uploads or data downloads by a specific subscriber

　　⑤ In the event that the Administrator determines that there is or is suspected to be unauthorized access to the computer system pertaining to the Services

　　⑥ In addition, if the Administrator determines that it is difficult to provide the Services,

2.　　In the event of any of the events set forth in the items of the preceding paragraph, the Subscriber shall be aware of and accept the possibility of the loss of the data in use and the

data managed by the Administrator.

Article 23 (Notes on Use of the Services)

1. The subscriber shall install appropriate virus checking software on the personal computer used to connect to the Service and update it at an appropriate frequency.

2. The Subscriber shall immediately report to the Administrator and change the PW if it is found that the PW has leaked or is likely to leak.

3. Users and administrators shall periodically check the User Guide and use it in accordance with the User Guide.

4. In using the Services, the Subscriber shall properly use the Services in accordance with the provisions of Paragraphs 1 to 3 of this Article and the precautions for use set forth in Exhibit 1.

Article 24 (Prohibited Acts)

1. In using the Services, Subscribers shall not:

   ① Violation of laws and regulations or violation of public order and morals

   ② Acts in violation of the Code and the Bylaws

   ③ An act of infringing the copyrights, trademark rights or other intellectual property rights of the Administrator or other Subscribers

   ④ The act of providing restricted data to a subscriber who is not authorized to Use restricted data (Including the act of providing restricted data to the extent beyond the right of use.).

   ⑤ Acts not authorized on this service (including unauthorized access to data for which access or use is not authorized.)

   ⑥ Destruction or obstruction of the server or network functions of the Services

   ⑦ Acts that obstruct or threaten to interfere with the operation of the Services

   ⑧ An act of illegally collecting, accumulating or leaking personal information, etc. concerning other Subscribers

⑨   Acts of impersonating other Subscribers or other third parties

⑩   Other acts deemed inappropriate by the Administrator

2.   If the Administrator requests the Subscriber to provide information or to cooperate in interviews, etc. in order to judge whether or not there is any prohibited act or to prevent the recurrence of such an act, the Subscriber shall comply with such request.

Article 25 (Disclaimer, etc.)

1.   Administrator shall not be liable for any loss, damage, etc. (Including compensation for damages caused to a third party.) arising out of the subscriber's use or inability to use the Services. No liability shall be assumed for any of the foregoing. In no event shall the Administrator make any express or implied warranties with respect to the provision of the services.

2.   Natural disasters, wars, riots, civil commotion, power outages, telecommunication facility accidents, suspension or emergency maintenance of the provision of external services such as cloud services, enactment, revision or abolition of laws and regulations, and other reasons not attributable to the participants (Hereinafter, these are collectively referred to as "Force Majeure Events".) shall not be liable for any delay or inability to perform in whole or in part the provisions of this Convention by any Participant in respect of which any such force majeure event has occurred.

3.   Unless otherwise provided in these Terms, the extent of the Administrator's liability to each Subscriber in connection with the Work shall be limited to normal damages incurred by the Subscriber directly as a result of the Administrator 's breach of this Agreement, whether in default, tort or any other cause of legal claim. The Administrator shall not be liable to the Subscriber for the damages set forth in the following items.

(1) Damage arising solely from causes not attributable to the Administrator

(2) Damage arising from special circumstances, whether or not foreseen by the Administrator

(3) lost profit

4.   The "grounds not attributable to the Administrator " referred to in the preceding paragraph include, but are not limited to, the following grounds:

(1) force majeure event

(2) Impediments to participant equipment (Including, but not limited to, cases provided for in each item of Article 22 (1).)

(3) Accidents in communication facilities to Administrator facilities

(4) Maintenance in accordance with laws and regulations

(5) Suspension of provision of external services such as cloud services

(6) Damage caused by performance values of Internet connection services

(7) Unauthorized access or attack by a third party or interception on a communication channel to Administrator facilities that cannot be prevented even with the care of a prudent manager

(8) Violation of the compliance rules of each subscriber set forth in Article 5 (2), (3) and (5) (ID and Password) and each item of Article 24 (1) (Prohibited Acts)

Article 26 (Terms of Survival)

In the absence of specific provisions in these Terms of Use, even after the termination of these Terms of Use, Article 8 (Statement Guarantee on Shared Data), Article 9, Paragraph 2 (Data Sharing by Subscribers), Article 11, Paragraph 2 (Collaboration between Cyber Port and Other Systems), Article 12, Paragraphs 2 through 6 (Operating Responsibility of Administrator s, etc.), Article 13 (Licensing to Administrator s and Data Utilization by Administrator s), Article 14 (Limitation of Liability for Shared Data), Article 15 (Responses and Responsibilities in the Case of Data Leakage, etc.), Article 16 (Confidentiality Obligations), Article 17 (Handling of Personal Information), Article 18 (Handling of Personal Information), Article 25 (Disclaimer, etc.), Article 27 (Full Clause), Article 28 (Language), Articles 12 (Governing Law) and 13 (Dispute Settlement) shall remain in force.

Article 27 (Full Clauses)

These Terms mean the entire agreement between the Participants with respect to the sharing of the shared data by the Parties with respect to the Services, the operation of Cyber Port by the Administrator and the scope of responsibility of each Participant as a result thereof, and supersede all discussions and agreements made prior to the passage of these Terms with respect to the Services.

Article 28 (Language)

The Japanese version of these Terms shall be authentic. Where a foreign language translation of the Code has been prepared and there is any inconsistency or difference between the foreign language translation and the authentic text, the authentic text shall prevail.

Article 29 (Governing Law)

This Code shall be governed by and construed under the laws of Japan.

Article 30 (Dispute Resolution)

1.　　　In the event of any disagreement in opinion or perception or any other dispute arising out of or relating to the bylaws, the parties shall consult in good faith and endeavor to resolve the matter after notifying the Administrator.

2.　　　Notwithstanding the provisions of the preceding paragraph, if a dispute cannot be resolved through consultation, the Participants agree that the Tokyo District Court shall be the court of exclusive jurisdiction of the first instance.

Article 31 (Term of this Convention)

1.　　　These Terms shall come into effect as of the effective date of these Terms and shall remain in effect until the termination of the Agreement by the Administrator or the Subscriber by the cancellation or termination of the Agreement for the use of the Services. These Terms shall remain binding on participants whose contracts have not been terminated.

2.　　　Notwithstanding the provisions of the preceding paragraph, the survival provisions specified in Article 26 shall be binding upon a specific Subscriber even after suspension of use, cancellation or assignment of status takes effect against the Subscriber. In this case, the term "Two years from the time when suspension of use, cancellation or transfer of status takes effect" in Article 16, Paragraph 4 shall be deemed to be replaced with "2 years after the termination of this Convention.".

Article 32 (Revision of the Code and Detailed Regulations)

1.　　　When revising the Code or Detailed Regulations, the Administrator shall specify the effective date of the revised Code or Detailed Regulations (hereinafter referred to as "Effective Date".). The details of the amendments to the Terms and Conditions or the Detailed Regulations as amended (Hereinafter collectively referred to as "Revised Content, etc.".) shall be provided to the policyholder in advance. or notify the content of revisions on the Administrator 's website. By such procedure, these Terms and Conditions shall be deemed to have been amended on the Effective Date without the consent of the individual Subscriber.

2.　　　Notwithstanding the provisions of the preceding paragraph, any Subscriber who determines that any amendment to these Terms or Detailed Regulations does not conform to the interests of the Subscriber in general or is contrary to this Purpose and has doubts as to the necessity or appropriateness of the contents thereof may, by raising an objection in writing or by e-mail to the Administrator by the Effective Date, prevent the amendment of these Terms or Detailed Regulations from becoming effective against him.

3.　　　Any subscriber who has raised an objection set forth in the preceding paragraph may, upon notice to the Administrator, cancel this Agreement with the Effective Date as the cancellation date. The Administrator may also cancel this Agreement with respect to any subscriber who has raised an objection under the preceding paragraph. The provisions of Article 26 (Survival Clause) shall apply mutatis mutandis to a Policyholder who has terminated his/her contract pursuant to this paragraph.

4.　　　If the Administrator notifies or notifies the subscriber of the revised content of these Terms or Detailed Regulations, and the subscriber uses the Services on or after the effective date specified in the notification or notification (This includes, but is not limited to, cases where the Subscriber has not raised an objection under Paragraph 2 of this Article by the Effective Date and has continued to use the Data Provided or Cyber Port .) Such Subscriber shall be deemed to have consented to the amended Terms and Conditions and the Detailed Regulations.

Below Margin

The following are Exhibit 1 ~ 2 and Exhibit 1 ~ 2.

Exhibit 1

List of linked systems

In this paper, the list of cooperation systems is as follows: Table1 Other systems linked to Cyber Port The outline of the cooperation processing is described, while it is shown in.

Table1 Other systems linked to Cyber Port

	Linked system name	System Overview
1	Colins	This is Container Logistics Information Service operated by Ports and Harbours Bureau, Ministry of Land, Infrastructure, Transport and Tourism. It is possible to refer to information such as the arrival and departure schedules and actual records of container ships, and the date and time of bulk delivery.
2	Information processing system for import/export and port (Hereinafter, NACCS shall be used.)	This is an "import/export/port related information processing system" operated by Export/Import/Port related information processing center Co., Ltd. It is a system to conduct trade-related administrative procedures and private business online.

1. Working with Colins

   1.1. Type of data to be linked

   The types of data handled by Colins that are linked to Cyber Port are: Table2 What types of data do you want Colins to work with?Yes.

Table2 What types of data do you want Colins to work with?

Data Type	Data Summary
vessel movement information	Information on vessel movements in import and export transactions. It is updated from information provided by terminals, port administrators and the Automatic Identification System (AIS). It is possible to refer to information such as the arrival and departure schedule and actual results of container ships, and the date and time of bulk delivery.
CY export permission information	Information on whether containers can be removed from the yard in import transactions. Updated from information provided by the terminal. Reference can be made by specifying the container number and B/L (Bill of Lading) number.
CY Export Container Information	Information on whether or not containers can be transported to yards in export transactions. Updated from information provided by the terminal. Can be referenced by specifying the container number and Booking number.

   1.2. About Collaboration Data from Colins

Colins creates and updates data through file collaboration from the terminal companies involved. For data collaboration between Cyber Port and Colins, see 1.3. Only the data of terminals that are permitted to utilize the data described in "Utilization of Collaborative Data in Cyber Port Functions" are subject to cooperation.

1.3. Utilization of linked data in Cyber Port functions

The collaboration data provided by Colins can be used in the following functions.

1.3.1. GUI input assist function

In a form input screen of Cyber Port, an input auxiliary function using cooperation data provided by Colins is provided.

1.3.2. Automatic update function for transaction and document data

Collaborative data provided by Colins can be automatically reflected to transaction and form data items which are shared data on Cyber Port. The validity/invalidity of the automatic update process can be set for each transaction and is set by the User.

1.3.3. Colins provides API to retrieve linkage data

In order to acquire the cooperation data provided by Colins as structured data, an API of Cyber Port is created and provided to Users. The target data is as shown in Table 2, "Data types covered in connection with Colins".

2. Cooperation with NACCS

2.1. Type of data to be linked

Of the business codes provided by NACCS, the business codes to be linked by Cyber Port are shown in "Information handled by Cyber Port (port logistics)".

2.2. Fees and payment methods for NACCS

The usage fee for using NACCS through the NACCS linkage function of Cyber Port shall be based on the NACCS system usage rules, and the method of payment of the usage fee shall be the same.

Exhibit 2

Privacy Policy

1.　Intended Use of Personal Information

　Cyber Port (Port Logistics) Administrator (hereinafter referred to as "Administrator") uses the obtained personal information during usage application and the Shared Data that includes personal information within the following purposes.

　⑴　To contact, notify and provide information to contractors

　In addition, Administrator will use the Shared Data that includes personal information within the purposes of use indicated in Cyber Port (Port Logistics) Terms of Use.

　In case the Administrator obtains or uses personal information other than the intended purposes, the Administrator will notify the user again and obtain their consent.

2.　Provision of Personal Information to Third Parties

　Administrator will not provide the obtained personal information during usage application and the Shared Data that includes personal information to third parties, except in the cases with the consent of the user or as indicated by laws and regulations. It should be noted that the shared data shared on Cyber Port (Port Logistics) has been registered by a party who has agreed to the terms of use of Cyber Port (Port Logistics) (Hereinafter referred to as "Subscriber".). The Administrator does not provide shared data including personal information, etc. to other subscribers.

3.　Procedure for Disclosure of Personal Information

　Administrator will promptly respond to requests from the user for notification of use, disclosure, correction, addition or deletion of content, suspension of use, deletion and suspension of provision to third parties of their personal information, unless otherwise stipulated by laws and regulations.

4.　Precaution for Providing Personal Information

　As a general rule, the Administrator will not obtain personal information that includes thoughts, beliefs, religion, family origin, disabilities, or other "specific sensitive personal information". However, the Administrator may collect such information exceptionally with the consent of the user when required by laws and regulations.

5.　Appropriate Management of Personal Information

　In order to prevent the loss, destruction, falsification, leakage, or unintended use of personal information, the Administrator will appropriately manage the personal information obtained during usage application and the Shared Data that includes personal information, in accordance with relevant laws and regulations, guidelines established by the government and other standards.

6. Other

Administrator may revise this Privacy Policy occasionally. In the event of such revision, the Administrator will announce the revised Privacy Policy and the details of the revision on the Administrator's website.

<div align="right">

[Contact information regarding personal information]

Cyber Port Administrator

https://www.cyber-port.net/ja/contact

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Table 1

Precautions for use

System Usage Restrictions	
Number of User IDs issued	The payout may be limited according to the load condition of the system.
Number of API requests	You may limit requests based on system load.
Data Uploads/Downloads	Data upload/download may be limited depending on system load.
Restrictions due to other system load conditions	It may limit some other functions depending on system load conditions.
Restrictions on the period of non-use	User IDs that have not been used for more than a year may be suspended.

Exhibit 2

Relationship between "Business Type" and "Category of Persons Eligible to Be Subscribers" in Cyber Port (Port Logistics)

Business Type	Category of Persons Eligible to Be Subscribers
Ocean Shipping Company	Vessel operation business operators, Vessel leasing business operators, Maritime brokers
Coastal Feeder Transport Company	Coastal shipping business operators
Shipping Agent	Maritime agents
Road Transport Operator	Motor truck transportation business operators
Terminal Operator	Port transportation business operators and the following persons: (a) Persons who engage in container terminal operations established with investments from multiple parties including port transport operators (b) Persons who rent container terminals (c) Persons whom the Administrator finds to be equivalent to either (a) or (b)
Warehouse Operator	Warehouse Operators
Customs Broker	Customs Brokers
Forwarder	Port transportation business operators
NVOCC/International Freight Forwarder	Consigned freight forwarding business operators
Shipper/Consignee	Consignee
Vgm Notification Member	Notification shippers
Vgm Registration Member	Registered firms