

Hactl Membership Agreement

Membership Agreement

HONG KONG AIR CARGO TERMINALS LTD., ("us", "we", "our") MAKES THE WEBSITE AVAILABLE TO YOU IN ACCORDANCE WITH THIS MEMBERSHIP AGREEMENT. BY SIGNING HACTL MEMBERSHIP REGISTRATION FORM AND IN CONSIDERATION OF BEING GIVEN A MEMBER ACCOUNT AND ACCESS TO THE MEMBERS' WEB PAGES, YOU AGREE TO BE LEGALLY BOUND BY THIS MEMBERSHIP AGREEMENT AS AMENDED FROM TIME TO TIME.

WE INVITE YOU TO REGISTER TO USE THE MEMBERS' WEB PAGES BUT REQUESTS THAT BEFORE YOU DO SO YOU SHOULD BE SURE YOU READ AND UNDERSTAND THE TERMS AND CONDITIONS SET FORTH BELOW ("MEMBERSHIP AGREEMENT"), AS THEY APPLY TO YOUR USE OF THE MEMBERS' WEB PAGES AND CONTROL ALL ASPECTS OF YOUR ACCESS TO AND USE OF THE MEMBERS' WEB PAGES. IF YOU DO NOT ACCEPT THIS MEMBERSHIP AGREEMENT IN FULL, YOUR USE OF THE MEMBERS' WEB PAGES MUST BE TERMINATED IMMEDIATELY.

THE MEMBERS' WEB PAGES ARE FOR USE BY REGISTERED MEMBERS ONLY. IF YOU GAIN ACCESS TO ANY MEMBERS' WEB PAGE AND HAVE NOT REGISTERED AS A MEMBER THEN YOU MUST LEAVE IT IMMEDIATELY AND REGISTER AS A MEMBER IF YOU WISH TO CONTINUE USING THE MEMBERS' WEB PAGES.

1. General

Definitions

In this Membership Agreement, the following expressions shall have the following meanings:

"Member Account"

the account in our records identified by the User ID we provide to the Member upon completion of the registration process;

"Hong Kong"

the Hong Kong Special Administrative Region of the People's Republic of China;

"Information"

the information, data, content, video, audio and other materials and items, tangible or intangible presented on the Hactl Websites;

"Member"

each person who maintains a valid Member Account;

"Members' Web Pages"

those pages and services (including but not limited to COSAC-AWB and COSAC e-Pouch through the COSAC Plus platform) of the Website which are accessible only to Members;

"Password"

the sequence of computer readable characters originally provided by us and as from time to time chosen by you as a password in order to access and use the Website;

"User ID"

the sequence of computer readable characters we provide to you in order for you to log on to the Members' Web Pages on the Website;

"Website"

the Hactl Website being an online information service providing content from us, our subsidiaries and associated companies and third parties, including but not limited to the Members' Web Pages;

2. Registration

You may register to use the Members' Web Pages by contacting (852) 2753 1002. You must provide us with accurate and complete registration information and advise us promptly of any changes. Failure to do so will entitle us to immediately terminate your subscription to and use of the Member's Web Pages. The information you provide to us or the purposes of registration will be dealt with in accordance with our privacy policy statement, which we suggest you read by clicking on the [link](#).

When you register, we will provide you with a unique User ID and Password. We may at times undertake checks to ensure the accuracy of the information you have provided to us including contacting you. We reserve the right not to accept your registration for any reason in our sole discretion and in such case you must not access or attempt to access the Members' Web Pages.

You may change your Password but you may not select a Password that violates any person's rights or one which, in our opinion is offensive, improper or inappropriate.

If we agree to grant you access to the Members' Web Pages such access is a non-exclusive non-transferable limited license to access the Members' Web Pages in accordance with this Membership Agreement.

You are responsible for all use of the Members' Web Pages (under your User ID or Password) and for ensuring that all use of the Members' Web Pages complies fully with the provisions of this Membership Agreement.

As your Password is the means by which we identify you and by which you access the Members' Web Pages you should keep it confidential. We will not be responsible for any unauthorised access to the Members' Web Pages using your Member Account due to your failure to keep your Password secure.

3. Member warrants and acknowledgements

You represent and warrant and such representations and warranties are repeated each time you logon to the Members' Web Pages, that:

- (a) any information you provide to complete any form on the Website or any other information or thing you post to the Website is true, accurate and complete;
- (b) you are duly authorised to so complete any form or post any such information or thing; and
- (c) your use of the Website does not violate any applicable law.

4. Change of this membership agreement

We may change, add to or delete terms from this Membership Agreement from time to time in our sole discretion without notice or liability to you. We will post the amended Membership Agreement on the Hactl Website. You are responsible for checking the revised Membership Agreement. If you do not agree with such revised Membership Agreement your sole remedy is to immediately cease using the Members' Web Pages. By continuing to use the Members' Web Pages following such modifications to the Membership Agreement, you agree to be bound by such modifications.

We also have the right at any time to change or modify any other terms and conditions, general practices and limits, applicable to your use of your Member Account, or any part thereof, or to impose new conditions, including, but not limited to, adding fees and charges for use. Such changes, modifications, additions or deletions shall be effective immediately upon notice thereof, which may be given by means of, posting on the Website, or by electronic or conventional mail, or by any other means by which you obtain notice thereof. Any use of Member Account by you after such notice shall be deemed to constitute acceptance by you of such changes, modifications or additions.

5. Changes to website

We may, at our absolute discretion and at any time, without prior notice to you, add to, amend or remove material from the Website, or alter the presentation, substance, hours of availability or functionality of the Website, Members' Web Pages or your Member Account.

6. Member conduct on the website

As a condition of your use of the Members' Web Pages, you may not:

- (a) use the Website for any unlawful purposes;
- (b) upload, post or transmit any unlawful, fraudulent, libelous, defamatory, obscene, pornographic, profane, threatening, abusive, hateful, offensive, vulgar, or otherwise objectionable or unreasonable information of any kind, including without limitation any transmissions constituting or encouraging conduct that is invasive of any other persons' rights to privacy, would constitute a criminal offence, give rise to civil liability, or otherwise violate any local, state, national or foreign law, infringe any intellectual property rights, proprietary rights or confidentiality obligations of others;
- (c) trespass, break into, access, use or attempt to trespass, break into, access or use any other parts of our servers, and/or any data areas for which you have not been authorised by us;
- (d) post or transmit any advertisements, solicitations, chain letters, pyramid schemes, investment opportunities or schemes or other unsolicited commercial communication, or engage in spamming or flooding;
- (e) restrict or inhibit any other member from using and enjoying the Website or any part thereof;
- (f) advertise or perform any commercial solicitation of members to become members of other on-line information services competitive with the Website;
- (g) post or transmit any information or software which contains a virus, Trojan horse, worm or other harmful component;
- (h) post, publish, transmit, reproduce, distribute or in any way exploit any Information obtained through the Website for commercial purposes;
- (i) upload, post, publish, transmit, reproduce, or distribute in any way, any component of the Website itself or any Information obtained through the Website which is protected by copyright, trademark or other proprietary right, or create derivative works with respect thereto, without our prior written permission or the prior written permission of the owner; and
- (j) directly or indirectly, allow others to use your User ID or Password.

You acknowledge that you have no rights in or to the Information and you will not use the Information, except as permitted under this Membership Agreement. The burden of determining that any material uploaded, posted or otherwise made available by you on the Website is not protected by copyright rests with you. You shall be solely liable for any damage resulting from any infringement of copyright, proprietary rights, or any other harm resulting from such a submission. By submitting material to the Website, you automatically grant, or warrant that the owner of such material has expressly granted to us the royalty-free, perpetual, irrevocable, non-exclusive license to use, reproduce, modify, adapt, publish, translate, sublicense and distribute such material (in whole or in part) worldwide and/or to incorporate it in other works in any form, media or technology now known or hereafter developed. You also permit any other Member to access, view, store or reproduce the material for their own use. You hereby grant us the right to edit, copy, publish and distribute any material made available on the Website by you.

You acknowledge that we may establish general practices and limits concerning use of your Member Account, including without limitation the maximum number of days that email messages, notice board postings or other uploaded material will be retained on the Website, the maximum number of email messages that may be sent from or received by a Member Account, the maximum size of any email message that may be sent from or received by Member Account, the maximum disk space that will be allotted on our servers on your behalf, and the maximum number of times (and the maximum duration for which) you may access the Member Account in a given period of time.

7. Anonymity

Unless you otherwise request, we will use commercially reasonable efforts to anonymously display information you post to the Website. However, we do not guarantee your anonymity and you acknowledge that we make no representation or warranty as to your anonymity and we will not be responsible in the case of disclosure of your identity, including

- disclosure by another Member.
8. **Third party information**
For any information provided by third parties or sourced by us from business information sources and other references or sources, we are not responsible if any such Information is not correct or up-to-date. We do not separately verify the Information provided by such third party or agency and you are cautioned thus as to the reliability and accuracy of the Information accordingly. We do not accept any responsibility whatsoever in respect of any such Information. Any use of and reliance on such Information is at your own risk.
9. **Prohibition of access**
Whilst we shall use commercially reasonable efforts to provide Members with access to the Website twenty-four (24) hours per day we cannot guarantee your access and you acknowledge that we make no representation or warranty that the Website will be available. You are responsible for your own hardware, software and facilities and we cannot guarantee compatibility of the Website with your systems.
We shall be entitled, at our sole discretion, to:
(a) temporarily suspend the Website or any part of it to upgrade or modify the Website; and/or
(b) restrict your access to and use of the Website or any part of it where we consider it reasonably necessary for the operation of the Website. We shall not be responsible for any loss or damage you may incur as a result of any such suspension, restriction or prohibition.
We reserve the right at all times to prohibit or deny your access to the Website or any part thereof immediately and without notice, where we are of the opinion that you have breached any of the terms contained in this Membership Agreement or that such prohibition or denial is appropriate, desirable or necessary in our sole opinion.
We expressly reserve the right to log off any Member Account that is inactive for an extended period of time, which we shall determine in our own discretion.
10. **Links to and from the website**
There are links on the Hactl Website which allow you to visit the web sites of other companies. Neither these web sites nor the companies operating them are controlled by us. We make no representation of any kind whatsoever concerning the information provided in those web sites or the quality, merchantability, or fitness of the products or services offered on those web sites. Hyperlinks to other internet resources are at your own risk. We have not investigated, tested, verified or monitored the content, information or material on those web sites and make no representation of any kind regarding the correctness, performance, quality, or functionality whatsoever of any software at those web sites. Links to other websites do not constitute an endorsement by us of such websites or the information, products, advertising or other materials available on those websites.
11. **Intellectual property rights**
All intellectual property rights subsisting in respect of the Website belong to us or have been lawfully licensed to us for use on the Website. All rights under applicable laws are hereby reserved. Except with our express permission, you are not allowed to upload, post, publish, reproduce, modify, exploit transmit or distribute in any way the Website or any component of the Website itself or create derivative works with respect thereto.
In the event that we permit you to copy, redistribute or publish any copyrighted material, you must not change or delete any author attribution, trademark legend or copyright notice. You acknowledge that you do not acquire any ownership rights by downloading copyrighted material.
You agree that we are free to use, disclose, adopt and modify all and any ideas, concepts, know-how, proposals, suggestions, comments and other communications and information provided by you to us ("Feedback") in connection with the Website without any payment to you. You hereby waive and agree to waive all and any rights and claims for any consideration, fees, royalties, charges and/or other payments in relation to our use, disclosure, adoption and/or modification of any or all of your Feedback.
12. **Limited Liability and Warranty**
All Information is for your general reference only. We do not accept any responsibility whatsoever in respect of such Information.
YOUR ACCESS TO AND USE OF OUR WEBSITE IS AT YOUR SOLE RISK AND IS PROVIDED "AS IS," "AS AVAILABLE." THE WEBSITE IS FOR YOUR USE ONLY AND WE MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED.
IN JURISDICTIONS WHICH DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN TYPES OF LIABILITY, OUR LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW. WE DO NOT ENDORSE, WARRANT OR GUARANTEE ANY MATERIAL, PRODUCT OR SERVICE OFFERED THROUGH US OR OUR WEBSITE.
Without limiting any exclusion specifically provided for in this Membership Agreement we shall in no event be liable for any costs, damages or liability for:
(a) any fraudulent, inaccurate, incomplete, or unauthorized offers or requests, or offers or requests which are not authentic or which contain errors, on the Website; or
(b) any unauthorized use of the Website or breach of security relating to the Website.
We do not guarantee or assume any responsibility that and you acknowledge that we make no representation or warranty, that:
(c) the Information on the Website is accurate, adequate, current or reliable, or may be used for any purpose other than for general reference;
(d) any messages and other communications maintained or transmitted through the Website will not be deleted or will not fail;
(e) the Information on the Website is free of defect, error, omission, virus or anything which may change, erase, add to or damage your software, data or equipment;
(f) messages sent through the internet will be free from interception, corruption or loss;
(g) access to the Website will be available or be uninterrupted; or
(h) defects in the Website will be corrected
You knowledge and confirm that:
(i) you shall be solely responsible for ensuring proper e-AWB agreements (whether bilateral or multilateral) are in place (as required) and we do not assume any obligation or liability in connection with the use of, or inability to use COSAC-AWB in the performance of any such e-AWB agreements; and
(j) any co-loading function of COSAC-AWB should be the sole responsibility of the master freight forwarders who shall also ensure the integrity of data input into the COSAC-AWB system and we shall not be responsible or held liable for the consequences of any service or technical failures, including but not limited to delays or data loss due to any reason arising out of the performance of this function by any sub-forwarders or related parties of the master freight forwarders."
In no event shall we be liable to you or any other person for any direct, indirect, incidental, special, punitive or consequential damages, including any loss of business or profit, whatsoever arising in connection with the use of, or inability to use, your Member Account, the Members' Web Pages or the Website or in connection with any failure of performance, error, omission, interruption, defect, suspension, delay in operation or transmission in the use or operation of your Member Account, Members' Web Pages or the Website or in connection with any computer virus, Trojan, worm, or other destructive element or system problems, whether or not we have been advised of the possibility of such damages, losses, expenses or liabilities and you agree to waive any such claims against us in this regard.
You will exercise and rely solely on your own skill and judgment in your use of the Website and use and interpretation of the Information. You are responsible to ensure that your use of the Website and the Information complies with all applicable legal requirements.
The limitation of liability contained in this Membership Agreement will apply to the fullest extent permitted by applicable laws.
13. **Indemnity**
You agree to defend, indemnify and hold us, our subsidiaries and associated companies and their respective employees, agents, officers, directors, contractors, suppliers and other representatives harmless from and against all liabilities, damages, claims, actions, costs and expenses (including legal fees), in connection with or arising from your breach of this Membership Agreement and/or your use of your Member Account, the Members' Web Pages, or the Website. We may, if necessary, participate in the defense of any claim or action and any negotiations for settlement. You will not make any settlement that may adversely affect our rights or obligations without our prior written approval. We reserve the right, at our own expense and on notice to you, to assume exclusive defense and control of any claim or action.
14. **Monitoring**
We have the right, but not the obligation, to monitor the content of any Member Account or Members' Web Pages, including email, notice boards and forums, to determine compliance with this Membership Agreement and any operating rules established by us and to satisfy any law, regulation or authorized government request. We shall have the right in our sole discretion to edit, refuse to post or remove any material submitted to or posted on a Member Account or Members' Web Pages.
Without limiting the foregoing, we shall have the right to remove any material that we, in our sole discretion, find to be in violation of the provisions hereof or otherwise objectionable.
15. **Privacy Policy**
For information about our privacy policies and practices, please refer to our privacy policy statement. Where personal data is collected in connection with the Website, you should also have reference to the Personal Information Collection Statement linked to the form through which your personal data is collected.
For information on our use of cookies, please also refer to our privacy policy statement.
16. **Termination**
You agree that we, in our sole discretion, may terminate your User ID and/or Password, your use of the Website (or any part thereof) or your Member Account, for any reason, including, without limitation, for lack of use or if we believe that you have violated or acted inconsistently with the letter or spirit of this Membership Agreement.
We may also in our sole discretion and at any time discontinue providing the Member Account, and/or the Members' Web Pages, with or without notice. You agree that any termination of your access to the Member Account under any provision of this Membership Agreement may be effected without prior notice, and acknowledge and agree that we may immediately reactivate or delete your account and all related information and files in your account and/or bar any further access to such files or your Member Account. Further, you agree that we shall not be liable to you or any third party for any termination of your access to the Member Account.
17. **Partial invalidity**
The illegality, invalidity or unenforceability of any provision of this Membership Agreement under the law of any jurisdiction shall not affect its legality, validity or enforceability under the laws of any other jurisdiction nor the legality, validity or enforceability of any other provision.
18. **Miscellaneous**
No waiver of any breach under this Membership Agreement will amount to a waiver of any other breach. The headings in this Membership Agreement are for convenience only and do not affect interpretation.
19. **Governing law and jurisdiction**
This Membership Agreement shall be governed by the law of the Hong Kong. Any dispute or difference arising out of or in connection with this Membership Agreement shall be referred to and determined by arbitration at the Hong Kong International Arbitration Centre and in accordance with its domestic rules.
20. **Version**
The governing version of this Membership Agreement is the English version, and shall prevail when there are inconsistencies between the English version and the Chinese versions. If there is any inconsistency between the hard copy of this Membership Agreement and the electronic version thereof on the Website, the electronic version shall prevail.