

Conditions of use of Singapore Airlines Cargo Partners Portal

1. Formation of Agreement

- 1.1. Singapore Airlines Cargo Partners Portal ("**the Portal**") is owned and operated by Singapore Airlines Limited ("**SIA**"). When you use the Portal to access SIA's Cargo related services ("**Services**"), you signify your agreement without modification, limitation and/or qualification, to these conditions of use of the Portal ("**Conditions of Use**") and other applicable terms, conditions, and notices that may be issued by SIA at any time and in its sole discretion. If this is not your intention or you disagree with any part of these Conditions of Use or such other applicable terms and conditions, **PLEASE DO NOT USE** the Portal. For the avoidance of doubt, references to "you" in these Conditions of Use shall include (where applicable) the Eligible Users who are authorized to use the Portal.
- 1.2. "**Agent**" refers to an SIA Appointed Cargo Agent.
- 1.3. "**Eligible Users**" refers to the employees of an SIA Agent who are authorised to act for and on its behalf.
- 1.4. The information contained in the Portal may change without notice. SIA does not warrant nor represent the accuracy or completeness of the Portal or any of the data or information contained in the Portal. Additionally, SIA reserves the right to change these Conditions of Use without notice.

2. Registrations

- 2.1. SIA may, at its sole and absolute discretion, register an Agent to access or use some or all of the services.
- 2.2. Each Agent may appoint any number of Eligible Users to act for and on its behalf. Each Eligible User must be registered in order to access and use the services (each a "**Registered User**"). Further, SIA reserves the right, without prior notice, to restrict access to or use of certain services (or any features

within the services) or subject to other conditions that SIA may impose in its discretion from time to time. SIA may, at its sole and absolute discretion, assign an account and issue a user ID and password to each Registered User.

- 2.3. The Agent shall nominate a Registered User to act as the administrator of its account who shall be responsible to manage access of the Agent's Eligible User to the services ("**Local Key User**").
- 2.4. Unless otherwise expressly instructed by the Agent, SIA shall be entitled to assume that the Local Key User of the Agent has the authority to maintain the Agent's list of Registered User. SIA may reject any application for registration of any Eligible User for any reason at SIA sole and absolute discretion.
- 2.5. You shall be solely responsible for ensuring that you maintain the confidentiality and security of your user ID and password and for all activities that occur under your account.
- 2.6. You shall not share, assign, or permit the use of your account, user ID or password to another person. You agree to notify SIA immediately if you become aware of any unauthorised use of your password, or your account or any other breach of security of your account. Further, you agree to change your password immediately upon reasonable suspicion that the confidentiality of your password has been compromised.
- 2.7. You acknowledge that sharing your account with other persons (collectively, "**Multiple Use**"), may cause irreparable harm to SIA and/or other Registered Users of the Sites. You shall indemnify SIA against any loss or damages (including but not limited to loss of profits) suffered as a result of the Multiple Use of your account. You also agree that in case of the Multiple Use of your account or your failure to maintain the security of your account, SIA shall not be liable for any loss or damages arising from such a breach and shall have the right to suspend or terminate your account without liability to you.
- 2.8. You agree that all activities that occur under your accounts (including without limitation, adding or removing other Registered Users, changes to any authorization levels of any of the Registered Users of you organisation, offering information on the Registered Users' services or any other services of any other description provided by SIA or communicating any information of

any other description with any other User(s)) shall be deemed to have been authorized by you.

- 2.9. Each Agent furthermore agrees to indemnify and hold SIA harmless against all breaches by its Eligible Users and/or Registered Users.

3. Services

- 3.1. The Portal, in addition to the provision of general information, may enable you to access some or all of the following services:

3.2. In Phase 1

- 3.2.1. A facility to obtain our cargo flight schedule ("**Check Flight Schedule**");
- 3.2.2. A facility to obtain our cargo flight timetable ("**Timetable**");
- 3.2.3. A facility for the tracking and tracing of shipments already made ("**Tracking**");
- 3.2.4. A facility to view your revenue and tonnage performance on us ("**Tableau**")
- 3.2.5. A facility to view our operational performance ("**CargoIQ**")
- 3.2.6. A facility to add / remove / edit your Business Organisation users ("**Agent Management**")

3.3. In Phase 2

- 3.3.1. A facility to enable the booking of your cargo shipments with us online ("**Booking**");
- 3.3.2. A facility to view your allocated Air Waybill (AWB) stock ("**Stock Management**")

3.4. In Phase 3

- 3.4.1. A facility to enable you to view your allotment status and book shipments under your allotments online ("**Allotments**");

- 3.4.2. A facility to transmit an electronic copy of the Air Waybill (AWB) online ("**FWB**")
- 3.4.3. A facility to transmit an electronic copy of the House Waybill (HWB) ("**FHL**")
- 3.5. We reserve the right to add additional e-Services, or delete any of the e-Services provided, without notice to you.

4. Acceptable use

- 4.1. You shall only use the services for your legitimate business purposes and no other purposes subject to the conditions herein as well as any other applicable terms and conditions relevant to the service. You agree to use the services solely for lawful purposes and failure to comply may subject you to liabilities – whether at law or equity. In particular, but without limitation to the generality of the foregoing:
 - 4.1.1. The Tracking services may only be used for the purpose of tracking shipments tendered by you for delivery or tendered by others for delivery to you. You warrant that you are in lawful possession of each Air Waybill number you enter into the Tracking service.
 - 4.1.2. The Allotment, Booking service, Flight Schedules and Stock Management service may be used for the purpose of booking and reserving shipments. You warrant that you are in lawful possession of each Air Waybill number you enter into the Bookings or Allotments service. You shall not make any speculative, false or fraudulent bookings.
 - 4.1.3. We shall not be liable for any loss caused as a result of any inaccuracy in the information provided to us by you in connection with the use of any services.
- 4.2. In addition, when using the portal, you have agreed to:
 - 4.2.1. Not to deface, alter or interfere with the front end “look and feel” of the online cargo booking facility and the underlying software code.
 - 4.2.2. Not to take any action which will impose an unreasonable or disproportionately large load on the online cargo booking facility or related infrastructure.

- 4.2.3. Not to do anything which will or might damage, interfere with, disrupt access to, interrupt or impair functionality of the online cargo booking facility.
- 4.2.4. Not to obtain or attempt to obtain unauthorized access to the online cargo booking facility or any member only areas of the online cargo booking facility or related infrastructure.

5. Cargo booking rules

- 5.1. Carriage of cargo and other services performed by SIA are subject to the Airwaybill Conditions of Contract and SIA's policies – including, but not limited to, General Conditions of Carriage of Cargo, Privacy Policy and Cookie Policy as read in conjunction with these Conditions of Use. These documents are available on the SIA website. Further, the carriage of cargo may also be subject to the applicable Warsaw Convention 1929 or the Montreal Convention 1999, and other applicable legislation, which may limit or stipulate the carrier's liability in certain circumstances.

6. Indemnification

- 6.1. As a condition of using the Portal, the Agent agrees to indemnify SIA and its affiliates, employees, agents and representatives, and to hold them harmless from and against any and all claims, liabilities and expenses (including attorneys' fees) that may arise from the Agent, the Eligible User(s) and/or the Registered User(s) unauthorised use of information or material obtained through the Service or from any breach of this Agreement.

7. Disclaimer

- 7.1. Agent's access to and use of software and other materials on, or through, the Portal is solely at Agent's own risk. SIA makes no warranty whatsoever about the reliability, stability or virus free nature of such software. While every effort has been made to ensure that the information contained in the Portal is accurate and up to date, SIA shall not be liable for any errors, inaccuracies or omissions, misuse or conversion of any data or information contained in or derived from the Portal. SIA makes no representations about the suitability of the software, information, products and services contained on the Portal for any purpose. All such software, information, products, and services are

provided "as is" without warranty of any kind. To the maximum extent permitted by applicable law, SIA hereby disclaims all warranties and conditions with regard to such software, information, products and services, including all implied warranties and conditions of merchantability, fitness for a particular purpose, title and non-infringement. In no event shall SIA be liable for any direct, indirect, incidental, special, consequential (including among other things loss of revenue or profits), punitive or exemplary damages of any kind or subject to equitable or injunctive remedies whether based on breach of contract, tort, negligence, strict liability or otherwise arising out of or in any way connected with (i) access to, or use of the Portal, or delay or inability to use the Portal, or for any information contained in the Portal; or (ii), the availability and utility of products, and services obtained through the Portal (except carriage of cargo by air performed by SIA). SIA does not represent or warrant that access to the Service will be uninterrupted or that there will be no failures, errors or omissions or loss of transmitted information, or that no viruses will be transmitted on the Service. Further, While SIA uses all reasonable endeavors to make the Portal and associated services available, SIA does not guarantee that they will operate continuously or without interruption.

8. Jurisdiction

- 8.1. These Conditions of Use (including the interpretation of any term herein contained) shall be governed by and construed in accordance with the laws of the Republic of Singapore and any action based on or alleging a breach of these Conditions of Use against SIA must be brought exclusively before a court in Singapore. SIA reserves the right to bring proceedings to the courts of the country of your location.

9. Personal Data

- 9.1. By using the Portal, you agree that any and all personal data (including your Display Name, email address, SIA Agent Code, City and Country) may be collected, used, disclosed, or otherwise processed (collectively, "**Processed**") by SIA for the purposes of allowing you to access and use the services. All Processing of personal data will be in accordance with SIA's Privacy Policy (accessible at http://www.singaporeair.com/en_UK/privacy-policy/) For the

purpose of these Conditions of Use, "Customer Data" in SIA's Privacy Policy shall include, where applicable, personal data of the Eligible Users.

10. Restrictions on Use

10.1. All content of the Portal is subject to copyright. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, software, products or services obtained from the Portal. SIA and any other product or trade names of SIA referenced in the Portal are SIA's trademarks. Other product and company names mentioned herein may be the trademarks of their respective owners.

11. Links to Other Sites

11.1. The Portal may contain links and pointers to internet sites maintained by third parties. SIA does not operate or control in any respect any information, products or services on such third-party sites. Third-party links and pointers are included for your convenience and do not constitute any endorsement by us. You assume sole responsibility for use of third-party links and pointers.

12. Cookies

12.1. We currently use "cookies" on the Portal. Our cookies tag each visitor's browser with a random, unique number. The cookie simply assigns a number and does not collect or disclose any personal information about the person using the browser. By noting where these uniquely numbered browsers go on the Portal, we can provide content tailored to your particular requirements and can study traffic patterns and improve the Portal.