

User License Agreement for the IEC web Service

The User License Agreement for the IEC web Service (hereinafter referred to as "this Agreement") stipulates the matters the registered user (hereinafter referred to as "the User") of the IEC web Service (hereinafter referred to as "this Service") provided by International Express Co., Ltd. (hereinafter referred to as "the Company") must comply with when using this Service and the rights and duties of the Company and User. The User who uses this Service shall be deemed to have agreed all terms of this Agreement.

Article 1 (Contents of the Service)

This Service is offered to the User defined in Article 2 as the services for inquiring about cargo transportation status (locations) and stored cargo status via the Internet. This Service consists of the following:

- (1) Cargo Tracing Service
- (2) Web Warehousing Service

Article 2 (User)

The User shall be a person who has normally completed the user registration for this Service provided by the Company and uses this Service in accordance with the provisions of this Agreement.

Article 3 (User Registration and Update of Registered Information)

- (1) The user registration for this Service shall be performed in a written form as prescribed by the Company.
- (2) The User shall notify the Company of any change in the information the User provided at the application for using this Service as soon as the change is made.
- (3) The User who has neglected the notification stipulated by the preceding provision shall accept without dissent that each notice from the Company will be deemed to arrive at the User at due date even if any notice does not arrive at the User.

Article 4 (Rejection of User Registration)

The Company may reject the user registration for this Service when the Company deems the intending subscriber for user registration to fulfill any of the conditions below. If the Company rejects the user registration, the Company will inform the intending subscriber accordingly.

- (1) The intending subscriber has applied for user registration with false information.
- (2) The intending subscriber has already been registered for this Service.
- (3) The intending subscriber is inappropriate to continue the use of this Service for other reasons.

Article 5 (Deletion of User Registration)

The Company shall be entitled to delete or temporarily suspend the user qualification of the User without prior notice or reminder when the Company deems the User or the organization where the User belongs to fulfill any of the conditions below.

- (1) It is revealed that the User has taken any of the prohibited acts prescribed in Article 7.
- (2) It is revealed that the User has performed user registration with false information.
- (3) The User has violated any of the provisions of this Agreement.
- (4) A third party has filed a petition for sequestration, provisional disposition, compulsory execution, bankruptcy, composition, corporate consolidation, special liquidation, or corporate reorganization against the organization where the User belongs.
- (5) The User has not used this Service for six months or more.
- (6) The applicant for the User's use of this service has requested the cancellation of the use of this Service.
- (7) The User is inappropriate to continue the use of this Service for other reasons.

Article 6 (User's Responsibilities)

The User shall use this Service on the User's own responsibility, and bear a full responsible for the matters prescribed below. However, the User shall not be liable for any damages arising from an intentional act or gross negligence by the Company.

- (1) If the User inflicts a loss or damage on another user of this Service or a third person in

relation to the use of this Service, the User shall indemnify the user or third party for the relevant loss or damage on the User's own responsibility and to the User's cost. In no event, will the Company be liable for such losses and damages.

- (2) If the User inflicts a loss or damage on the Company in relation to the use of this Service, the User shall indemnify the Company for the relevant loss or damage on the User's own responsibility and to the User's cost.
- (3) The User shall strictly control the User's ID and password on the User's own responsibility to prevent their leakage to any third parties. In no event, will the Company be liable for any loss and damage resulting from the leakage or unauthorized use of the User's ID or password.
- (4) The User will install the communication equipment (including the contract for the use of communication line), devices (e.g., computer), and software for using this Service and maintain them so that the User can use this Service without hindrance.

Article 7 (Prohibited Acts)

The User shall be prohibited from performing:

- (1) any act that is contrary to or may violate the law,
- (2) any act that is conducive to a criminal action,
- (3) any act that infringes another user's or a third party's intellectual property right, e.g., copyright, patent, utility model right, design right, or trademark right, or violates another user's or a third party's property, credibility, honor, or privacy,
- (4) any act that brings a disbenefit to another user or a third party,
- (5) any act that disturbs the operation of this Service or tarnishes the Company's credibility,
- (6) any act of registering false or untrue information or passing himself or herself as another person with intent to deceive other people,
- (7) any act of using passwords in an unauthorized manner,
- (8) any act of using this Service for profit,
- (9) any act of falsely using this Service (including the information provided by this Service),
- (10) any act that breaches any terms of this Agreement, or
- (11) any other act that is inappropriate for this Service.

Article 8 (Disclaimer of Warranty and Exemption from Responsibility)

In no event will the User be able to make a claim for damages against the Company, and

the Company shall not guarantee that:

- (1) the contents of this Service will meet the User's requirements and the User's purpose of using this Service,
- (2) this Service will be provided without any interruption or delay,
- (3) no errors will occur in this Service,
- (4) the information provided by this Service will be beneficial, accurate, or reliable, or
- (5) this Service will be free from defects.

Article 9 (Change and Discontinuance of This Service)

The Company shall be able to change the contents and name of this Service without prior consent of the User. In no event will the Company be liable for any of the User's disbenefits, losses, or damages arising from such changes in this Service.

- (1) The Company shall be able to stop or discontinue this Service with a prior notice to the User. The prior notice to the User will be given to the User via the Company's sales representative no later than 30 days before stopping or discontinuing this Service.
- (2) Provided that the Company stops or discontinues this Service by course of the above notice, the Company will not be liable for any of the User's disbenefits, losses, or damages resulting from the stopping or discontinuance of this Service.

Article 10 (Halt of this Service)

The Company may halt or stop a part or the whole of this Service without prior notice to the User for any of the reasons below. In no event will the Company be liable for any of the User's disbenefits, losses, or damages arising from the halt or stopping of this Service.

- (1) The Company must perform periodic or urgent maintenance or updating of the equipment or system required to provide this Service.
- (2) The Company cannot provide this Service owing to force majeure, e.g., fire, power outage, or natural disaster.
- (3) The Company must halt or stop this Service for any other operational or technical reasons or cannot provide this Service unavoidably in an unexpected situation.

The Company however will post a notice on the Company's website before stopping the system of this Service for scheduled maintenance.

Article 11 (Termination of the Use of This Service)

The User can terminate the use of this Service for whatever reason.

Article 12 (Protection of Personal Information)

The User's personal information the Company obtains from the User will be handled in accordance with the Company's policy for personal information protection.

Article 13 (Handling of User Information)

The Company may use the user registration information the Company obtains from the User for the purpose of providing this Service and for the purpose of research, statistics, and analysis that will be implemented to improve the quality of this Service.

The Company shall neither supply nor disclose the User's user registration information to any third party except in cases where:

- (1) the Company obtains the User's consent or approval in advance,
- (2) the Company supplies or discloses the user information only to the necessary extent in relation to this Service to a company that has already concluded a nondisclosure or confidentiality agreement with the Company,
- (3) disclosure or supply of the user information is required for the protection of human life, human body, or property, but it is difficult to obtain the User's consent,
- (4) obtaining the User's consent may possibly obstruct the implementation of a statutory duty when a government agency or municipality or a referral implements the statutory duty, or
- (5) disclosure or supply of the user information is required by law.

Article 14 (Scope and Amendment of This Agreement)

This Agreement applies to all the services the User uses in relation to the use of this Service. The Company is entitled to amend this Agreement without the User's approval when the Company posts a notice on the Company's website.

Article 15 (Governing Law)

This Agreement shall be interpreted in conformity with Japan's laws.

Article 16 (Jurisdiction)

Any dispute arising out of this Agreement shall be submitted as the first instance exclusively to Tokyo District Court of Japan, which has jurisdiction over the location of the Company.

Supplementary Provision

This Agreement shall be enforced on JULY 1st, 2006.