

# Yang Ming Procurement Portal Terms of Use and Disclosure

## Regarding Use of Personal Data

This Procurement Portal (hereinafter called as the "Portal") is produced by Yang Ming Marine Transport Corp. (hereinafter referred to as "Yang Ming" or "we") under this Terms of Use (hereinafter called as the "Terms") to build a platform of exchanging procurement related information between Yang Ming and its Suppliers (hereinafter called the "Suppliers", "Users" or "You").

Before registering or using this Portal, you shall read the Terms carefully. By registering or using this Portal, you expressly acknowledge that you have read, understood, and agreed to the Terms thereafter. If you do not agree one or more clauses of the Terms, do not provide your personal data to Yang Ming, submit any information through the Portal or continue to use the Portal.

### 1. Registration and Use of the Portal

1.1. By registering the Portal's account, the Users represent, warrant and agree that:

1.1.1. you are either a natural person with full legal capacity or a legally registered juristic person or group who are fully authorized to register, use the Portal and form a legally binding contract;

1.1.2. all information, including registration information, provided by you to Yang Ming through the Portal is complete, true, up-to-date and accurate and that you will maintain it as such;

1.1.3. if the information provided by you in the Portal is incomplete, untrue, false or inaccurate, Yang Ming has the right to suspend, delete your account and/or terminate the User's right of using the Portal service.

1.2. After the Users complete the registration process, you will become the "Registered Suppliers" who can browse the information of public procurement and render corresponding information through the Portal. "Qualified Suppliers" means the Registered Suppliers who meet with Yang Ming's qualification requirement and pass Yang Ming's qualification review in each tender.

1.3. While accessing or using the Portal, the Users shall not engage in or aid or promote other third parties to engage in any activities which may violate applicable laws, regulations, Yang Ming policies or the Terms or infringe other's rights, including but not limited to:

1.3.1. Post or transmit false, inaccurate, misleading, defamatory, libelous,

discriminatory, threatening or harassing, objectionable, offensive or unlawful content;

- 1.3.2. Distribute viruses or any other technologies that may harm the Portal, Yang Ming or its websites, or the interests or property of other Users;
  - 1.3.3. Violate legal or agreed confidentiality obligations;
  - 1.3.4. Impersonate any person or entity, misrepresent yourself or your affiliation with any person or entity when registering an account or using the Portal;
  - 1.3.5. Any other behaviors that are inconsistent with the purpose of using this Portal.
- 1.4. The Users shall closely follow the operation instructions and manuals published in the Portal when you access the websites and use the Portal functions. The Users shall not deny any actions and any input data in the Portal with the reason of not being familiar with the Portal's operation process. The Users shall be liable for any and all kinds of damage and/or loss to the Portal or third parties resulting from incorrect operation and/or use of the Portal, whether it is intentional or negligent.

## **2. Personal Information Collection Statement**

- 2.1. Yang Ming will collect the User's personal information, including name, title, phone number, fax number, E-mail of owner/contact person and relevant business registration certificates, in order to conduct account verification, create supplier information, have business contact with you and satisfy legal requirements.
- 2.2. Yang Ming will collect, process and use of your information in the manner set out in Yang Ming's [Privacy and Security Statement](#) (as updated from time to time). Before submitting your information, you are recommended to read the Privacy and Security Statement carefully.
- 2.3. When the Users complete the registration and upload personal information in the Portal, you consent (or you have obtained the consent from data subjects) Yang Ming to collect, process and use the information you provided.

## **3. Management of User Account**

- 3.1. After the Users successfully complete the registration, you will get a set of User account and password of the Portal. Each set of User account and password is exclusive to a single account. The Users shall be solely responsible for maintaining the confidentiality and security of your member account and password. No Users may share, assign, or permit the use of your account or password by another person outside of the Users' own business entity.

- 3.2. Whether the Users proactively provide the User account and the password for third parties use, or third parties obtain the account by any other means, once the input User account and password are automatically authenticated by the Portal, no matter it is completed by the Users or not, it is deemed that the Users operate the account in person. Any activities occurring under the Users' account will be deemed to have been authorized by the Users and the Users accept responsibility for them. The Users agree to notify Yang Ming immediately on becoming aware of any unauthorized use of accounts or any other breach of security.
- 3.3. Yang Ming have sole and final discretion on whether the Users' behaviors breach the Terms or not. The Users agree that Yang Ming can, at any time, suspend or delete the account and all relevant information, data therein or terminate the User's right of using the Portal if Yang Ming determines that the Users violate any applicable laws, Yang Ming policies or the Terms.
- 3.4. If the Users violate any applicable laws, Yang Ming policies or the Terms, the Users shall be solely liable for any legal liabilities. Yang Ming will report the case to the competent authority, refer it to the judicial authority for investigation or seek compensation through legal process.
- 3.5. If the Users need to close the User account, you must proactively send a written notice to Yang Ming.

#### **4. Extent of Liability and Disclaimer**

- 4.1. The Portal is used for Yang Ming releasing and gathering procurement-related information from its Suppliers. All information presented in and provided to the Portal is only for the purpose of building a platform of exchanging procurement information between Yang Ming and the Users only.
- 4.2. All information in the Portal provided by Yang Ming may be amended or updated at any time without prior notification.
- 4.3. The links provided by Yang Ming in the Portal may allow access to other sites operated by third parties (hereinafter called as "third-party website"). Such third-party websites are not under the control of Yang Ming, and Yang Ming bears no liability to the authenticity, integrity, immediacy, or reliability of contents of these third-party websites. The links provided does not constitute any legal contract between Yang Ming and such third parties.
- 4.4. If any information is posted on or transmitted to the Portal by the Users or third parties, those Users and third parties shall be fully responsible for the information provided. Yang Ming shall not be liable for any damages and/or loss resulting therefrom.

- 4.5. The Users understand and agree that Yang Ming will maintain the normal operation of the Portal in a manner and with techniques that is consistent with generally reasonable expectations, and it is also agreed that Yang Ming has the right to suspend or terminate providing part of or whole Portal's service, without any notification in advance, if:
- 4.5.1. When Yang Ming and the software suppliers conduct necessary maintenance, repair or update on the equipment and/or system;
  - 4.5.2. The use of the Portal or data transmission and storage is interrupted, temporarily unavailable or delayed resulting from failure or malfunction of the network, system, software and/or hardware equipment or the negligence of human operation of Yang Ming, third-party suppliers or telecommunication operators;
  - 4.5.3. There are force majeure events such as act of God, catastrophe, third-party invasion/attack of the Portal, or any other cause not attributable to the Portal or Yang Ming resulting in the information in this Portal is displayed incorrectly, forged, altered, deleted or retrieved, the service of the Portal is interrupted or is not in normal condition.
  - 4.5.4. The Users violate the laws, Yang Ming policies and the Terms and are suspended or terminated the use of the Portal service.
  - 4.5.5. Any other situations where Yang Ming consider it is necessary to suspend or terminate the use of the Portal.

## **5. Intellectual Property**

The software and the compilation of all content in the Portal, including but not limited to all graphics, files, information, data, design and construction of the Portal are the exclusive intellectual property, including but not limited to trademark, copyright, patent and trade secret of Yang Ming and/or the software suppliers and are protected by relevant local and international intellectual property laws.

## **6. Partial Invalidity and Amendment**

- 6.1. The Terms constitute the entire agreement between Yang Ming and you with respect to the subject matter hereof, and supersede all other written or oral agreements, warranties and/or representations, and any provisions in any documents sent by either party to the other, with respect to such subject matter. In the event of inconsistency between the Terms and Yang Ming policies or documents referred to herein, the Terms shall prevail.
- 6.2. Yang Ming reserve the right to make changes to the structure and content of the Portal and the Terms at any time. The amended content will be presented only in

the Portal without any further notice. If the Users cannot accept the amended content, please stop using the Portal immediately. If the Users keep using the Portal, it is deemed that the Users agree to the amendment of the Terms and accept to be bound by the amended Terms.

6.3. The illegality, invalidity or unenforceability of any provision of the Terms shall not affect the remaining provisions thereof.

## **7. Governing Law and Jurisdiction**

Shall there be any disputes arising from or in connection with the performance or execution of the Terms, such disputes shall be governed by the laws of the Republic of China. You agree that the Taiwan Taipei District Court shall have the exclusive jurisdiction over all questions and controversies arising out of or in connection with the performance or execution of the Terms.

## **8. Content Translation**

the Terms in Chinese may have been translated into English for convenient understanding. Yang Ming is not responsible for any difference between the original language of the Terms and English versions and, where there is any conflict or inconsistency, the Chinese version shall prevail.