

SLFFA 'REPORTED DEBTOR' WEBSITE AND DATABASE

TERMS AND CONDITIONS

PLEASE READ THE FOLLOWING TERMS CAREFULLY.

- (A) These Terms and Conditions set out the terms on which we, Sri Lanka Logistics & Freight Forwarders Association ("SLFFA"), provide You, with a licence to use the Website and Database (defined as "SLFFA Licence" below).
- (B) Your continued membership with SLFFA and Your acceptance of these Terms and Conditions are conditions precedent to the use of the Website and the Database.
- (C) By accepting these Terms and Conditions and/or by using the Website and the Database, You and Your Authorised User(s) (as defined below) are deemed to have read, understood and agreed to these Terms and Conditions and to be bound thereby. You agree that the Website and the Database will only be used in accordance with these Terms and Conditions.

1. DEFINITIONS

- 1.1. For purposes of these Terms and Conditions:
 - 1.1.1. the words, names, or terms which are specifically defined herein shall have the meaning specifically ascribed to them;
 - 1.1.2. words denoting the singular number only shall include the plural and vice versa;
 - 1.1.3. wherever from the context it appears appropriate, the masculine, feminine, or neuter gender, shall each include the other genders;
 - 1.1.4. the term "including" is not limiting and means "including without limitation"; and,
 - 1.1.5. Headings contained in these Terms and Conditions are inserted for convenience only and shall not affect the construction or interpretation of this agreement..
- 1.2. In these Terms and Conditions, unless the context otherwise requires, the following words or expressions shall have the meanings ascribed to them:
 - 1.2.1. "Affiliate" means any legal entity that either You or SLFFA owns, or by which either is owned.
 - 1.2.2. "Agent" means any person or other legal entity authorised by a Party to perform any function on that Party's behalf.
 - 1.2.3. "Authorised User" means any officer, employee, and/or agent who is authorised by You to access, use, view, and/or publish Data on the Website and the Database.
 - 1.2.4. "Confidential Information" means information marked or otherwise identified as proprietary or confidential or that, under the circumstances surrounding the disclosure, ought in good faith to be treated as

proprietary or confidential which in any event includes any Data on the Website and Database.

- 1.2.5. “Data” means the Tax Identification Number (TIN number) and the unpaid debt or the amount due and payable by each Reported Debtor to the relevant Reporting Member.
- 1.2.6. “Database” means the software, the use of which is licensed by SLFFA subject to these Terms and Conditions, and any information contained in it including Data.
- 1.2.7. “Login Credentials” mean the user identification and password of each Authorised User, which are required to access the Website and the Database which may be provided to You and Your Authorised Users by SLFFA or created and used by You/Your Authorised Users.
- 1.2.8. “Member” means any member of SLFFA who can access the Website and the Database and includes You.
- 1.2.9. “Ownership” means for purposes of the definition of “Affiliate” above, more than 50% of voting shares/power/authority in respect of the management and control of the entity.
- 1.2.10. “Party” means either You or SLFFA as the case may be, collectively referred to as “Parties”.
- 1.2.11. “Purpose” means the purpose of enabling a Member of SLFFA to check whether a prospective customer of such Member is a Reported Debtor.
- 1.2.12. “Reported Debtor” means a customer of a Member, which is a legal entity, with one or more unpaid debts to a Member, whose Data and company registration number have been entered into the Database via the Website.
- 1.2.13. “Reporting Member” means the Member who publishes Data in respect of a Reported Debtor on the Database the via the Website.
- 1.2.14. “Reporting Member Licence” means a worldwide, non-exclusive, irrevocable, royalty-free, sublicensable and transferable licence granted under Clause 4 subject to these Terms and Conditions to use, reproduce, analyse, distribute, publish, display, view, store, prepare derivative works of, and/or adapt any Data in connection with the Services provided by SLFFA through the Website and/or the Database.
- 1.2.15. “Services” mean all services that SLFFA and its Affiliates, Agents and contractors perform, to enable You to use the Website and the Database to achieve the Purpose.

- 1.2.16. "SLFFA" means the Sri Lanka Logistics & Freight Forwarders Association, a company limited by guarantee and incorporated under the companies laws of Sri Lanka, under Company Registration No: GA220.
- 1.2.17. "SLFFA Licence" means the personal, revocable, non-exclusive, and non-perpetual licence to use the Website and the Database as set out in these Terms and Conditions.
- 1.2.18. "Terms and Conditions" means these terms and conditions governing the use of the Website and the Database.
- 1.2.19. "Website" means SLFFA's website found at [__](#).
- 1.2.20. "Working day" means any day between Monday to Friday, and excludes Saturday, Sunday, and any bank or other official public holidays in Sri Lanka.
- 1.2.21. "You" means the corporate entity which is a Member of SLFFA and has accepted these terms on the Website and includes the possessive determiner thereof.

2. SLFFA LICENCE

- 2.1. In consideration of the Membership fee paid to SLFFA by You, SLFFA grants You the SLFFA Licence subject to these Terms and Conditions.
- 2.2. Under the SLFFA Licence, You are only permitted to:
 - 2.2.1. access the Website and Database;
 - 2.2.2. search any TIN number and view any Data on the Database; and
 - 2.2.3. publish Data and the Reported Debtor's company registration number on the Database.

3. SLFFA LICENCE RESTRICTIONS

- 3.1. Except as expressly provided in these Terms and Conditions or other than to the extent that You are expressly permitted by law to perform any of the activities mentioned below, You shall not:
 - 3.1.1. copy in whole or in part or in any other manner duplicate the Website and/or the Database or any Data;
 - 3.1.2. disclose, transmit, or convey any Data found on the Website and/or the Database to any third party;
 - 3.1.3. transfer, assign, grant, rent, lease, and/or sub-license any rights in the Website and/or the Database or any Data to any third party, or seek to do so;
 - 3.1.4. modify, translate, reverse engineer, decompile, disassemble, and/or create derivative works based on the Website and/or the Database;

- 3.1.5. remove, use or modify any proprietary or intellectual property, notices, labels or marks on the Website and/or the Database; or
 - 3.1.6. access any Data and/or the Service with software or means other than the Website and/or the Database.
- 3.2. You shall not take any action, or attempt any action, that interferes with or disrupts the proper functioning of the Website and/or Database. These prohibited activities include You taking, or attempting to take, any of the following actions:
- 3.2.1. Engaging in any activity that interferes with or adversely affects SLFFA's and/or its employees, Agents, Affiliates, service providers, consultants or contractors' delivery of the Services or any other Member's use of the Services;
 - 3.2.2. Using or uploading any content or technology, including viruses, worms, time bombs, corrupt files, Trojan horses, or other malware that may damage, interfere with, intercept, or take unauthorized control of the Website and/or the Database, including any system, program, or data or any part thereof;
 - 3.2.3. Using the Services in any manner that SLFFA and/or its employees, Agents, Affiliates, service providers, consultants or contractors consider, at their discretion, would threaten in any manner the Website and/or the Database. This includes You providing inadequate security, allowing unauthorized third-party access, or attempting to circumvent measures used by SLFFA's and/or its employees, Agents, Affiliates, service providers, consultants, or contractors to control or monitor the Website and/or the Database;
 - 3.2.4. Interfering with the proper functioning of the Website and/or the Database, including any deliberate attempt to overload the Website and/or the Database.

4. REPORTING MEMBER LICENCE

In consideration of the Purpose, the receipt of the SLFFA Licence and other good and valuable consideration flowing between the Parties, the receipt and sufficiency of which You acknowledge, You grant SLFFA the Reporting Member Licence.

5. YOUR ACKNOWLEDGEMENTS AND OBLIGATIONS

- 5.1. You agree and admit that:
 - 5.1.1. pursuant to the Purpose, SLFFA and each Reporting Member have an interest in making the Data available to other Members on the Website and the Database, and that such other Members have a corresponding interest in accessing and receiving such Data.
 - 5.1.2. SLFFA is in no way obliged to assess whether Your use of the Website and/or the Database is lawful or whether it would infringe the provision of any contract that you may have with the Reported Debtor or other third party.

- 5.1.3. the responsibility of accuracy, authenticity, and timeliness of the information provided by You remains with You and that SLFFA is merely processing and presenting Data received as is.
- 5.2. You shall keep all Login Credentials and Passwords strictly confidential.
- 5.3. You shall ensure that the Data will not be used for anything other than the Purpose.
- 5.4. Prior to uploading any Data onto the Website and/or the Database, You shall ensure that every Reported Debtor to whom the Data relates has had notice that You may publish any failure by such Reported Debtor to pay its debts to You on the SLFFA Website and the Database.
- 5.5. You shall ensure that Your terms and conditions of doing business contain at a minimum, provisions equivalent to the terms contained in subclause 13(D) of the SLFFA Standard Trading Conditions found at _.
- 5.6. You shall ensure that all TIN numbers and corresponding debts published are only in respect of legal entities and not natural persons.
- 5.7. You shall ensure that all Data published by You/Your Authorised User on the Database shall be accurate and up to date, as of the date of publication.
- 5.8. You shall ensure that any Data that You/Your Authorised User publishes on the Website and/or the Database is checked regularly for its continued accuracy. Where any Data or other information uploaded by You/Your Authorised User to the Website and/or the Database ceases to be accurate, You shall delete or correct such Data on the Website and/or the Database without delay.
- 5.9. You shall ensure that Your collection, storage, and publication of the Data on the Website and/or the Database is lawful and complies with any contract that you may have with the Reported Debtor.
- 5.10. You shall ensure that only an Authorised User will use the Website and/or the Database through his/her respective Login Credentials.
- 5.11. You agree that any Data that may be published on the Website and the Database by Your Authorised User shall be deemed to be published on the Website and the Database by You.
- 5.12. You shall ensure that every Authorised User shall abide by these Terms and Conditions.
- 5.13. You agree that You shall be liable in full for all actions of the Authorised User including in relation to the accuracy and timeliness of the Data.

6. SLFFA'S OBLIGATIONS

In relation to the provision of the Licence, SLFFA shall:

- 6.1. following the registration for the Website and the Database by You, provide each of Your Authorised Users with Login Credentials to access to the Website and the Database;
- 6.2. enable You to perform the following acts on the Website and the Database:
 - 6.2.1. upload Data and the company registration number of each Reported Debtor; and
 - 6.2.2. search and view the Data uploaded by other Members for the preceding six months from the date of the search.

7. AUDIT

SLFFA or its Affiliates or Agents may audit Your use of the Website and the Database, twice a year, at the cost of SLFFA.

8. WARRANTY

- 8.1. SLFFA expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of fitness for a particular purpose and non-infringement.
- 8.2. The SLFFA Licence is provided "as is" and "as available," with all defects and errors, if any, and SLFFA makes no representations as to the quality, completeness, or accuracy of any content made available on the Website and/or the Database, including the Data.
- 8.3. SLFFA does not warrant that:
 - 8.3.1. the Website and/or the Database will meet Your requirements or Your expectations;
 - 8.3.2. the Website and/or the Database are error-free;
 - 8.3.3. the Data received by You through the Website and/or the Database is accurate, reliable, or will meet Your expectations.
- 8.4. No statement or information, whether oral or written, obtained by You from SLFFA or through the Website and/or the Database shall create any warranty not expressly stated in these Terms and Conditions.

9. LIMITATION OF LIABILITY & DISCLAIMERS

- 9.1. To the maximum extent permitted by law, SLFFA, its employees, Affiliates, Agents, consultants, and contractors expressly exclude:
 - 9.1.1. all conditions, warranties, and other terms that might otherwise be implied by law into these Terms and Conditions; and
 - 9.1.2. any and all liability to You, whether arising under these Terms and Conditions or otherwise in connection with Your use of the Website and the Database, including for any loss of income, loss of opportunity, profits, goodwill, business or data, cost of recovery or any other special, incidental, consequential or indirect damages arising out of or in connection with these Terms and Conditions or the use of the Website and/or the Database

however caused whether in contract or law or any other theory of liability. This limitation will apply even if SLFFA or its Affiliates have been advised of the possibility of such damages. **IN ANY EVENT, UNDER NO CIRCUMSTANCES SHALL THE LIABILITY OF SLFFA OR ITS EMPLOYEES, AFFILIATES, AGENTS, CONSULTANTS, OR CONTRACTORS EXCEED RUPEES _ (Rs _).**

- 9.2. By using this Database, You agree that the exclusions and limitations of liability set out in these Terms and Conditions are reasonable. If You do not think they are reasonable, You must not use the Website and the Database.
- 9.3. Any liability of SLFFA whatsoever to You arising under these Terms and Conditions or otherwise shall be discharged and extinguished at the end of 12 months after the date on which You ought reasonably to have known of the event ("First Knowledge") giving rise to the liability. For the avoidance of doubt, no claims or actions by You can be validly made after the expiry of 12 months following the date of First Knowledge.
- 9.4. SLFFA assumes no responsibility or liability for any errors or omissions in the content of the Website and/or the Database. The Services and information, including the Data, contained in on the Website and/or the Database are provided on an "as is" basis with no guarantees of completeness, accuracy, usefulness, reliability or timeliness.
- 9.5. The Website and/or the Database and the information contained therein, including the Data, is not intended to be a source of advice or credit analysis, and does not constitute financial, investment, legal or any other advice by any person.
- 9.6. SLFFA shall not, in any way whatsoever, be liable or responsible for any loss or damage that may result from a Member's use of the information or Data contained in this Website or Database.
- 9.7. SLFFA shall have no obligation to ensure that Data is published on the Database or that the Website or Database work smoothly, without any interruption.
- 9.8. No Member shall be entitled to any refund or discount in the Membership fee due to any failure in the operation of the Website or the Database or in any failure to meet the Purpose.

10. INTELLECTUAL PROPERTY

- 10.1. Every economic and moral right, title and interest in and to the Website and the Database, including but not limited to copyright, database right, trade secret, patent, trademark and any and every intellectual property right associated therewith, shall belong to SLFFA, its contractors or consultants as the case may be.
- 10.2. "SLFFA" is a registered trademark of the Sri Lanka Logistics & Freight Forwarders Association.

11. CONFIDENTIALITY

- 11.1. Each Party shall at all times use its best endeavours to keep confidential (and to procure its employees, Agents, Affiliates, consultants and contractors to keep confidential) any Confidential Information which it or they may acquire through the Website and the Database and performance of these Terms and Conditions and shall not use or disclose such information except with the consent of that other Party or where Clause 11.2 below applies.
- 11.2. The Party receiving the Confidential Information ("Receiving Party") from the Website and the Database shall not be liable for the disclosure or use of Confidential Information if the same:
 - 11.2.1. was known to the Receiving Party at the time that Receiving Party obtained it from the Website and the Database;
 - 11.2.2. has become public knowledge without the fault of the Receiving Party since that Receiving Party obtained it from the Website and the Database;
 - 11.2.3. is or has been lawfully disclosed to the Receiving Party by a third Party without an obligation of confidentiality; or
 - 11.2.4. is required to be disclosed pursuant to any applicable laws, rules, or regulations or direction of statutory or regulatory authority or stock exchange or order of a relevant court of law.
- 11.3. The obligations in this Clause relating to non-disclosure shall remain in force and shall survive the termination of the SLFFA Licence.
- 11.4. The Parties agree that title and ownership of Confidential Information shall, at all times, remain the property of the Party that discloses the information.

12. ACCESS TO THE WEBSITE AND THE DATABASE AND ACCOUNT SECURITY

- 12.1. You warrant that You and Your Authorised Users will comply with SLFFA's security protocols and only access the Website and Database using the Login Credentials.
- 12.2. You warrant that You and Your Authorised Users will maintain the confidentiality of the Login Credentials and other security codes that You and Your Authorised Users use to access the Website and Database. You will be solely responsible to SLFFA for all activities that occur under Your respective Account. You agree to take all precautions and safeguards necessary to protect all Your data and systems from loss or damage.
- 12.3. You warrant that if You become aware of any unauthorized use of the Login Credentials, Your Authorised Users' accounts, or other security codes, You will immediately notify SLFFA or will cause SLFFA to be notified by e-mail to .

13. ASSIGNMENT

- 13.1. None of Your rights or obligations arising under these Terms and Conditions may be assigned or transferred without the prior written consent of SLFFA:
 - 13.1.1. except to the extent that it is permitted by these Terms and Conditions and required for the operation of the Website and/or the Database; or

13.1.2. unless assigned to a successor in interest, or pursuant to a merger, corporate reorganisation or a sale or transfer of all or substantially all of Your assets, where You have given SLFFA written notice of such corporate change. Subject to this restriction, these Terms and Conditions will be binding upon and inure to the benefit of the Parties hereto their successors and assigns.

13.2. Any purported assignment, transfer, or sale to a third party other than what is permitted by these Terms and Conditions, shall be null and void.

14. TERM AND TERMINATION

14.1. The SLFFA Licence and the Reporting Member Licence (the "Licences") commence on the date You register for the use of the Website and the Database and shall be valid for as long as You continue to be a member of SLFFA, or otherwise extended or restricted by the agreement of the Parties as specified below, or as terminated by SLFFA at its absolute discretion, whichever is earlier.

14.2. Without prejudice to any other right or remedy that the Parties may have, either Party ("Terminating Party") may terminate the Licence granted to the other, by providing not less than 30 days prior written notice to the other Party.

14.3. The Licences shall automatically terminate where Your membership with SLFFA ceases.

14.4. The Licences shall be terminated within 30 days of the occurrence of any of the following events, after which the respective Party shall give the other Party notice within 7 days:

14.4.1. either Party has been adjudged bankrupt or if a receiving order has been made against it, or if either Party is insolvent or is in liquidation (whether voluntary or compulsory) or if either Party has made compositions or arrangements with, or assignment for the benefit of, its creditors;

14.4.2. either Party has a winding-up order made against it, or has an administrator, receiver or a receiver and manager appointed;

14.4.3. either Party has ceased to carry on business; or

14.4.4. the continued operation of these Terms and Conditions would be unlawful or would pose an imminent threat to life or property

14.5. In addition to Clauses 0 and 0 above, SLFFA may terminate the Services and/or the SLFFA Licence, where:

14.5.1. in SLFFA's reasonable opinion, You attempted to use, are likely to use or have used the Website, the Database, or any Service, whether with or without the authorisation and/or permission of SLFFA, in contravention of any law or the Purpose; and

14.5.2. any material information provided, including the Data, or representation made by You is untrue, misleading or inaccurate and has an adverse material impact on SLFFA in relation to its provision of any Service.

- 14.6. Upon termination of the SLFFA Licence or any part thereof or upon You receiving notice of termination under Clause 0 above:
- 14.6.1. You shall immediately stop using the Website, the Database and Services;
 - 14.6.2. SLFFA shall delete all the Data You have uploaded onto the Website and/or the Database; and
 - 14.6.3. each Party shall destroy or erase all documents or other forms of storage which comprise or contain the other Party's Confidential Information or from which the other Party's Confidential Information can be reproduced.
- 14.7. A Party's right to suspend or terminate the Licence granted to the other or any part thereof shall be without prejudice to any other rights or remedies, which the Party may have in law or in equity.

15. YOUR DUTY TO INDEMNIFY

- 15.1. You warrant that Your use of the Website and the Database will comply with these Terms and Conditions, and You will be liable to us and indemnify us for any breach thereof.
- 15.2. You shall defend, indemnify, keep indemnified and hold harmless SLFFA, the other Members that access the Website and the Database, and SLFFA's officers, directors, owners, employees, Agents, Affiliates, consultants, contractors and successors (each an "Indemnatee") and You shall pay SLFFA damages, costs, and interest in connection with any Member, Regulator, or other third-party (including, without limitation, governmental) claims, damages, costs, fines, penalties, liabilities, losses, attorneys' and other professional fees and disbursements, suffered, incurred by, or asserted against any Indemnatee, including any amounts incurred or paid in settlement or any judgment of any action, suit, or proceeding brought under any statute, at common law, or otherwise, that arises under or in connection with the use of the Website and/or the Database by You. SLFFA reserves the right, at its own expense, to assume the exclusive defence and control of any matter for which You are obligated to indemnify any Indemnatee, and You agree to cooperate with SLFFA's defence of these matters at no cost to SLFFA.

16. NOTICE

- 16.1. Any notice to be given to You under these Terms and Conditions shall be in writing and shall be sent to the email address with which You register for the use of the Website and/or the Database.
- 16.2. Any notice to be given to SLFFA under these Terms and Conditions shall be in writing and shall be sent to the email address [__](#), or such other address or email as that SLFFA may from time to time notify You in accordance with this Clause.
- 16.3. Notices sent as above shall be deemed to have been received the next Working Day after transmission.

17. AMENDMENTS AND MODIFICATIONS

- 17.1. SLFFA reserves the right in its sole discretion, to change, update, modify, or to amend any of these Terms and Conditions herein stated without any prior notice to You and You shall be bound to observe and comply with the Terms and Conditions and any amendments thereof to be made available at [__](#).
- 17.2. While SLFFA will use its best efforts to notify You of any such amendment as promptly as is practicable, it shall be the responsibility of You to review the Terms and Conditions for any such changes, revisions, modifications, or amendments. Further, Your continued use of the Website, Database, and Services constitutes Your and Your Authorised User's acceptance of such updated Terms and Conditions.
- 17.3. Any changes to the Terms and Conditions that are proposed by You will take effect only if they are accepted in writing by an officer of SLFFA having the authority to do so.

18. WAIVER OF RIGHTS

The waiver by a Party of a breach of any term in these Terms and Conditions by the other Party will not operate or be interpreted as a waiver of any other or subsequent breach. No waiver of the Party's rights shall be effective unless in writing signed by a duly authorised representative of the Parties.

19. FORCE MAJEURE

- 19.1. Non-performance in full or in part or delayed performance of any of its obligations under these Terms and Conditions by either Party shall be excused to the extent that its performance is rendered impossible by Force Majeure.
- 19.2. Force Majeure events include acts of God, fire, flood, riots, material shortages, strikes, governmental acts, disasters, earthquakes, pandemics, or any other cause beyond the Parties' reasonable control.
- 19.3. The Party affected by such circumstances shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than 3 months, either Party may terminate these Terms and Conditions by written notice to the other Party.

20. GOVERNING LAW AND DISPUTE RESOLUTION

- 20.1. These Terms and Conditions will be governed by substantive English law, without reference to conflict of laws principles and excluding the United Nations Convention on Contracts for the International Sale of Goods.
- 20.2. You and the Member agree that any claim, dispute or difference arising out of or in connection with these Terms and Conditions, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in Sri Lanka, administered by the Arbitration Centre of the Institute for the Development of Commercial Law and Practice of Sri Lanka ("ICLP") in

accordance with the Arbitration Rules of the ICLP Arbitration Centre or any subsequent amendment or re-enactment thereof.

20.3. The seat of the arbitration shall be Sri Lanka.

20.4. The Tribunal shall consist of a sole arbitrator, mutually appointed by the Parties.

20.5. The English language shall be the governing language of these Terms and Conditions and shall be the language of the arbitration.

21. GENERAL PROVISIONS

21.1. If any provision of these Terms and Conditions is held to be invalid by a court or a tribunal of competent jurisdiction, the remaining provisions will nevertheless remain in full force and effect. SLFFA and You agree to replace any invalid provision with a valid provision which closely approximates to the intent and economic effect of the invalid provision.

21.2. These Terms and Conditions shall constitute the entire agreement between SLFFA and You and supersedes any and all other agreements or discussions oral or written relating to the Website, Database, Services and/or the Licences.

22. CONTACT

To contact SLFFA for any reason relating to these Terms and Conditions, write to:

Sri Lanka Logistics & Freight Forwarders Association

No; 37 D, Torrington Avenue, Colombo – 07, Sri Lanka.

Tel: +94114943031, Fax: +94112507577

Web: www.slffa.com