

**SYSTEM PASSWORD APPLICATION (FORM A)**

**1. Company Details**

**Company Application Details** [Please tick the appropriate box]

- First Registration       Business Role Updates  
 Others [Please specify] \_\_\_\_\_

**System Detail** [Please tick the appropriate box]

- JCTS     VCS     FZIPS     MSS     MPTS  
 CATOS\_SPT       MPTS\_SPT

**Company Details** [Custom License is mandatory for Shipping Agent or Forwarding Agent that require access to FZIPS system]

Company Name \_\_\_\_\_ ROC / SSM Reg No \_\_\_\_\_  
Company Address \_\_\_\_\_ Postal Code \_\_\_\_\_  
Payer Account No. \_\_\_\_\_  
Contact Person \_\_\_\_\_ (Company Director or Head of Department)  
Designation \_\_\_\_\_ Email Address \_\_\_\_\_  
Phone No \_\_\_\_\_ Fax No \_\_\_\_\_  
Customs License (SHA) \_\_\_\_\_ Customs License (For FWD) \_\_\_\_\_

**1a. Shipping Line Details** [Shipping Agent Only (if applicable)]

List all the shipping lines which your company represents. Please enclose copy of **appointment letter** from each shipping line that your company representing.

Shipping Line:	Vessel Operator	Container Operator
1. _____	[ ]	[ ]
2. _____	[ ]	[ ]
3. _____	[ ]	[ ]

**For Office Use** [Johor Port Only]

Name	_____	Date/Time	_____
Actions Taken	_____	Remarks	_____
	_____		_____

**SYSTEM PASSWORD APPLICATION (FORM A)**

**2. User Details**

[Note #1: If you apply for Company Administrator user, please assign appropriate person in-charge since he/she will be responsible in managing user registration and termination application for JPBI System of your company. Maximum **TWO (2)** Company Administrators are allowed to be registered under your company]

**User 1** [Please enclose copy of applicant NRIC] \_\_\_\_\_

**User Application Details** [please tick the appropriate box]

- New     Update User Profile  
 Others [Please specify] \_\_\_\_\_

**System Details** [please tick the appropriate box]

- JCTS     VCS     FZIPS     MSS     MPTS  
 CATOS\_SPT     MPTS\_SPT

Name \_\_\_\_\_  
Designation \_\_\_\_\_ NRIC \_\_\_\_\_  
Mobile No. \_\_\_\_\_ Email \_\_\_\_\_  
Tel No \_\_\_\_\_ Fax No \_\_\_\_\_  
User Type     Company Admin     Normal User  
User Role     Shipping Agent     Forwarding Agent     Shipper/Consignee     Haulage  
 Free Zone Operator     Government Agency - Department [Please specify] \_\_\_\_\_  
 Others [Please specify] \_\_\_\_\_  
Terminal     Pasir Gudang     Solid Product Terminal (SPT)     Pengerang     Others: \_\_\_\_\_

**User 2** [Please enclose copy of applicant NRIC] \_\_\_\_\_

**User Application Details** [please tick the appropriate box]

- New     Update User Profile  
 Others [Please specify] \_\_\_\_\_

**System Details** [please tick the appropriate box]

- JCTS     VCS     FZIPS     MSS     MPTS  
 CATOS\_SPT     MPTS\_SPT

Name \_\_\_\_\_  
Designation \_\_\_\_\_ NRIC \_\_\_\_\_  
Mobile No. \_\_\_\_\_ Email \_\_\_\_\_  
Tel No \_\_\_\_\_ Fax No \_\_\_\_\_  
User Type     Company Admin     Normal User  
User Role     Shipping Agent     Forwarding Agent     Shipper/Consignee     Haulage  
 Free Zone Operator     Government Agency - Department [Please specify] \_\_\_\_\_  
 Others [Please specify] \_\_\_\_\_  
Terminal     Pasir Gudang     Solid Product Terminal (SPT)     Pengerang     Others: \_\_\_\_\_

[Note #2: The User id and Password is personal to the assigned User. He/she is required to keep secure any identification, password, other confidential information relating to his/her account and he/she is required to notify JPB System Administrator immediately of any known or suspected unauthorized use of his/her account, or any known or suspected breach of security, including loss, theft or unauthorized disclosure of his/her password information. If he/she found that the seal is broken when he/she receives the login slip, please immediately contact us. Use of the system logged in, is subjected to the Johor Port Berhad's terms & condition of business. By login to the JPB system and using the assigned User ID, he/she shall be deemed to accept the said terms & conditions of business.]

 A Member of  MMC Group	<b>FORM</b>
<b>Department Name : ICT Department</b>	<b>Document No : FM-ICT-012</b>
<b>SYSTEM PASSWORD APPLICATION (FORM A)</b>	

I/We represent and warrant that all information given is true, correct and valid. Johor Port Berhad reserves the right to terminate the service at any time without making any refund or payment should any of the above information is found to be false, incorrect or invalid. By using this service, I/We hereby agree to be bound by the JPB's Systems Subscribers Terms and Conditions attached herein and the JPB Terms and Conditions of Business as may be amended from time to time. I/We admit that I/We will be responsible for the confidentiality of the password, user identification number or other security device assigned by JPB:

**\*\*Only Company Administrator/Director/HOD(for Johorport user only) is allowed to sign off this section. Please note that incomplete form will not be accepted**

Name :  
NRIC :  
Signature :  
Date :  
Company Stamp :

Enclosed Herewith :

- System Password Application Form (Completed)*
- A copy of Form 9 or 13 (where applicable)*
- Front page NRIC copy of Company Administrator (for first time registration only)*
- Front page NRIC copy of New Registered User*
- Front page NRIC copy of the authorized person to collect the Password Slip*
- A copy of Custom License from Kastam Diraja Malaysia (For Shipping/Forwarding Agent Only)*
- 'Lesen Pengendali' and 'Permit Perkhidmatan' from SPAD (For New Haulage Registration)*  
*\*Please first register GPS trucker with LPJ (Lembaga Pelabuhan Johor)*
- A copy of appointment letter for Shipping Line stated in section 1a (where applicable)*
- A copy of appointment letter from payer (where applicable)*
- Others (Please specify): \_\_\_\_\_*

For further information, please contact:

ICT Department, Johor Port Berhad, P.O Box 151, 81700 Pasir Gudang, Johor  
Tel: +607-2535 888 ext 314 Fax: +607-2524779  
Email: [helpdesk@johorport.com.my](mailto:helpdesk@johorport.com.my)  
Website: <http://www.johorport.com.my>

**SYSTEM PASSWORD APPLICATION (FORM A)**

**JPB's SYSTEMS SUBSCRIBERS TERMS AND CONDITIONS**

**GENERAL**

1. The terms and conditions as herein contained are binding on all Subscribers and a Subscriber shall also be deemed to have contracted with all other Subscribers who shall be bound by the **JPB's SYSTEMS SUBSCRIBERS Terms and Conditions** (these Terms and Conditions).
2. Upon completion and submission of Form A to us, **the Subscriber represents that it has read these Terms and Conditions and unconditionally agree to be bound by them.**
3. **Upon our acceptance of your completed Form A for the Application to Subscribe to SYSTEM PASSWORD SERVICE (FORM A) as annexed herewith, the Subscriber shall have the right to use or otherwise access the Services.**
4. JPB reserves the right to amend these Terms and Conditions from time to time. IT SHALL BE THE SUBSCRIBER'S RESPONSIBILITY TO CHECK THE JOHOR PORT BERHAD (JPB) WEBSITE FROM TIME TO TIME FOR AMENDMENTS TO THESE TERMS AND CONDITIONS. BY CONTINUING TO USE THE SERVICES, THE SUBSCRIBER(S) REPRESENT(S) THAT THEY AGREE TO BE BOUND BY THE TERMS AND CONDITIONS AS AMENDED.
5. If any part or parts of these Terms and Conditions are held to be invalid or unenforceable for any reason, the remaining parts of these Terms and Conditions shall continue to be valid and enforceable.

**DEFINITIONS AND INTERPRETATION**

6. In this these Terms and Conditions, except where any part is inconsistent with the subject or context:
  - 6.1. "Application Form" means the Form as prescribed and as may be varied by ISP from time to time for registration of subscription to the Services and shall be completed by the Subscriber with the Subscriber's personal data as required for the application of the use or access to the Services.
  - 6.2. "JPB" means Johor Port Bhd,
  - 6.3. "EDI Messages" means Electronic Data Interchange messages which may contain data structured in accordance with an agreed International standard in a computer readable format and transmitted by electronic optical or wireless means through the Services provided by JPB network or any services provided by any third party for the transmission, receipt and retrieval of Messages in connection with the Subscribers trading activities.
  - 6.4. "Messages" means both EDI Messages and Other Messages. "Other Messages" means unstructured data electronically transmitted through the Services provided by JPB' network or any services provided by any third party for the transmission receipt and retrieval of Messages in connection with the Subscriber's trading activities and shall include but not be limited to data received and transmitted through the bulletin board service, database access service, flat file transfers, wireless applications and other internet related services.
  - 6.5 "Personal Data" means any information in respect of commercial transactions within the meaning of the Personal Data Protection Act 2010 (the Act).
  - 6.6 "Services" means any or all, as the context requires, of the network Services provided through JPB's Systems for the use, access, transmission, receipt and retrieval of Messages or any services provided by any third party for the transmission, receipt and retrieval of messages in connection with the Subscriber's trading activities and shall include additional services offered by JPB to the Subscriber from time to time, and include any ancillary services as may be requested and referred to in Paragraph 9.21 herein.

- 6.7 "Subscribers" or "you" means any User, as defined in the Johor Port Terms and Conditions of Business utilizing the Services or accessing the System for the transmission, sending receipt to retrieval of Messages AND who have been identified on the Application form whose application is approved and accepted by JPB.
  - 6.8 "Systems" refer to the various system applications made available by JPB for its Subscribers, known as Free Zone Information Processing System (FZIPS), the Marine Services System (MSS), Johor Container Terminal System (JCTS), Multi-Purpose Terminal System (MPTS, MPTS\_SPT), Computer Automated Terminal Operating System (CATOS\_SPT) and the Vessel Clearance System (VCS).
  - 6.9 "Trade Data Log" means the log or audit trail recording at any given time, the transaction or transmission pertaining to the Subscriber's trading activities.
  - 6.10 "User ID" means a unique identification provided by the Subscriber or Member which enables the Subscriber or Member to access the Services.
  - 6.11 "Equipment" means the computer equipment, components and parts of components, licensed programs, and hand-held devices owned by the Subscriber for access, transmission, retrieval, storage and use of the Services.
- 7 In this Agreement:
- 7.1 Persons shall include any body of persons whether corporate, or Unincorporated firm or partnership.
  - 7.2 Words importing the masculine gender shall include the feminine and neuter genders.
  - 7.3 Words importing the singular shall include the plural.
  - 7.4 Headings are for convenience of reference only.

**8. REGISTRATION**

- 8.1. In order to use the Services, you will need to become a Subscriber by:
  - (a) submitting the relevant properly completed application form via the System Application Form (Form A) ("Application Form"), which may be requested from JPB or downloaded from JPB's website and
  - (b) providing to JPB all ancillary information that JPB may require, including but not limited to information on every end user being granted access to and use of the Services; and
- 8.2. Upon completion of the above, JPB will issue to the Subscriber, passwords and user identification numbers to use and access the Services. JPB reserves the sole right and discretion not to accept any Application Form, without assigning any reasons whatsoever.
- 8.3. These Terms and Conditions shall commence on the date of JPB's acceptance of your application for use of the Services and shall remain in force unless earlier terminated in accordance with the Terms and Conditions herein.

**SYSTEM PASSWORD APPLICATION (FORM A)**

**9. SCOPE OF SERVICES**

- 9.1 Upon the disclosure of the Subscriber's personal data to JPB through the completion of the Application Form, the Services shall be made available on 24 hours per day basis subject to non-availability due to maintenance power cuts, equipment malfunction and force majeure. JPB shall endeavor to give reasonable notice to the Subscriber of any interruption to the availability of the Services.
- 9.2 The Subscriber acknowledges that the Services availability and quality are provided on a best effort basis and JPB shall not be accountable for varying degrees of availability and quality of service, for any reason whatsoever.
- 9.2.1 THE SERVICES AND ANY ANCILLARY SERVICES (INCLUDING BUT NOT LIMITED TO TRAINING AND TECHNICAL SUPPORT) ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. JPB DISCLAIMS ALL WARRANTIES OR CONDITIONS OF ANY KIND, TO THE EXTENT PERMITTED BY LAW, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
- 9.3 **Subject to the Act, JPB shall take reasonable steps to ensure that the personal data is accurate, complete, not misleading and kept up-to-date with the requirements of these Terms and Conditions.**
- 9.4 **The personal data processed for any purpose shall not be kept longer than is necessary for the fulfillment of these Terms and Conditions and JPB shall upon giving notice to the Subscriber take all reasonable steps to ensure that all personal data is destroyed or permanently deleted if it is no longer required for the said purpose.**

**10. CONDITIONS OF USE**

- 10.1. JPB shall at any time prevent or suspend the Subscriber from accessing and using the Systems, in the sole discretion of JPB:
- (a) if such access and use by the Subscriber has or is likely to be the cause of failures, Interruptions, error or defects in the Systems; or
  - (b) it is necessary to do so for the purposes of repairing, altering, modifying or replacing the Systems or the System environment;
- in which event, JPB shall not be liable for any loss or damage or compensation in any form whatsoever to the Subscriber arising from the said prevention or suspension.
- 10.2. Unless the JPB gives the Subscribers prior written consent, you are expressly prohibited from using, storing, downloading, selling, reproducing, redistributing, adapting or otherwise dealing with the information contained in the Systems for any purpose and manner other than for the permitted purposes of the Systems. By way of example but not limited to the following, the Subscriber is expressly prohibited from using or distributing the information obtained from the Systems for the purposes of:
- (a) compiling an internal database;
  - (b) commercial information distributing or reproduction of the same by the press or electronic media or through any commercial network, cable or satellite system;
  - (c) permitting or allowing the information obtained from the Systems to infringe or otherwise prejudice any proprietary rights; or
  - (d) trading, building commercial database or reselling such information.

**11. SUBSCRIBER'S RESPONSIBILITIES**

- 11.1. The Subscriber shall obtain, install and maintain such suitable equipment, software, and communication means as may be required to make connection to the World Wide Web and to use the Services, including a computer and modem, telecommunication facilities or other access devices, and other ancillary equipment
- 11.2. The Subscriber is responsible for the confidentiality of the password(s) associated with the account and user identification number(s) assigned by JPB upon registration of the Subscriber for the Services. The Subscriber shall ensure control of the password(s) and user identification number(s) for authorized usage of the Services. Unless the contrary is proved, all communications and activities occurring under or referable to the Subscriber's user account, user identification number(s) or password shall be deemed to have been validly issued or authorized by the Subscriber. The Subscriber shall be liable for all costs, fees, and expenses arising from any communication and activity occurring under or referable to the Subscriber's user account, user identification number(s) or password.
- 11.3. The Subscriber agrees that access to and usage of the Services is for its own business purposes only. The Subscriber shall use the Services solely in the capacity of an end-user, and shall not, without JPB's prior written approval, reproduce, duplicate, copy, sell, resell, or exploit any portion of the Services, information obtained through the Services, or use or access to the Services.
- 11.4. The Subscriber warrants and represents that the Subscriber or its nominees are duly authorized to upload, submit, transmit or otherwise deal with all content, information and data provided by the Subscriber, and that all such content, information and data provided is true, accurate, current and complete.
- 11.5. The Subscriber agrees not to submit, upload or transfer any unauthorized files, codes (including but not limited to viruses), documents and information, in the course of using the Services.
- 11.6. The Subscriber undertakes not to use the Services for or to carry out any activity that may be prohibited under the laws of Malaysia or under any other applicable law.
- 11.7. The Subscriber hereby authorizes JPB to deal with any data or information submitted by or to the Subscriber, in any manner, as JPB deems necessary to carry out the Services.
- 11.8. The Subscriber agrees to render all reasonable assistance to JPB, as JPB may request from time to time.
- 11.9. The Subscriber agrees to at all times to indemnify and hold harmless JPB and its officers, employees and agents from and against any loss (including reasonable legal costs and expenses) or liability reasonably incurred or suffered by any of those indemnified arising from:
- (a) a breach by the Subscriber or its employees, agents or contractors of the terms of this Terms and Conditions; or
  - (b) any willful, unlawful or negligent act or omission on part of the Subscriber or its employees, agents or contractors.
- 11.10. The Subscriber shall provide to JPB the Subscriber's personal data which shall include contact details (e.g. address, telephone number, fax number, e-mail) and shall promptly update JPB from time to time of any change in such contact details. Where JPB is to send any notification to the Subscriber under this Agreement, JPB shall use reasonable efforts to do so based on the Subscriber's contact details last provided to JPB. JPB shall not be liable if the Subscriber cannot be contacted through anyone of the contact details it provided after two (2) attempts made within a two (2) week period.

**SYSTEM PASSWORD APPLICATION (FORM A)**

**12. MESSAGES AND STANDARDS**

12.1 All Messages shall be structured and transmitted in accordance with the protocols and standards as adopted by JPB from time to time and notified to the Subscriber.

**13. SECURITY**

13.1 Subscribers shall be responsible:

- (a) to ensure that Messages are secure and that there is no unauthorized access to or unauthorized use of the Equipment i.e. the Equipment is solely for private use only.
- (b) to ensure the confidentiality of the Messages transmitted.

13.2 A Subscriber who receives a Message protected by encryption shall use a similar level or standard of protection.

**14. STORAGE OF TRADE DATA LOG**

14.1 JPB shall maintain the latest Trade Data Log of all Messages for a period of at least 5 normal working days from the date of receipt by its computer systems of such messages.

**15. LIABILITIES**

15.1 Subscribers who send Messages shall be liable for any loss arising from lack of completeness, sufficiency and/or accuracy of Messages or for unauthorized messages sent :EXCEPT where such lack of completeness, sufficiency or accuracy should in all the circumstances have been reasonably obvious to the recipient in which event the recipient shall bear the burden of any loss arising thereof UNLESS the recipient immediately informs the sender of the lack of completeness, sufficiency and/or accuracy upon receipt or within areas on able time, in which event the senders shall bear the burden of any loss arising thereof.

15.2 JPB shall not be liable to any Subscriber for any special, incidental or consequential damages whether arising in contract, tort or other principles of law or equity including loss of profit, loss of opportunity, loss of goodwill, loss of savings, third party claims of any nature even if JPB has been advised of the same by the Subscriber as a result of any delay, or mission or error in the electronic transmission or receipt of any Messages or any fault of, or failure in providing the Services.

15.3 The Subscriber shall indemnify JPB from any claims, suits, actions, liabilities and costs of any kind resulting directly or indirectly from any acts or omissions by the Subscriber.

15.4 Failure by JPB to demand performance of any terms herein shall not be deemed a waiver of any of JPB rights under any provision of this Agreement and in particular, without limiting the generality of the foregoing, shall not be deemed a waiver of JPB right to demand performance of any provision of this Agreement at any time and further shall not render JPB liable to the Subscriber for the default of any other Subscriber.

**16. INTELLECTUAL PROPERTY RIGHTS**

16.1 All intellectual property rights (including copyright and trade marks) contained in, relating to or in connection with the websites and Services (including text, graphic, logos, icons, sound recordings and software) are owned by JPB or our licensors. No materials provided through the websites or Services, including text, graphics, compilations, computer programs, code and/or software may be reproduced, modified, adapted, distributed, published, displayed, uploaded, broadcast, posted, transmitted or hyperlinked in any manner and in any form without our express, prior written approval and the respective intellectual property owners

**17. Confidentiality and Use of Data**

17.1 Save as provided herein **and subject to the provisions of the Personal Data Protection Act 2010 (the Act)**, JPB shall take all appropriate steps and such procedural safeguards reasonable to maintain the confidentiality of all Messages transmitted using the Services. JPB shall be entitled to use data in any Message for the purposes of building up, updating, and providing its database access service or other value-added Service that it may introduce from time to time. JPB shall ensure that access to the information provided by such Services shall be limited only to information or data which are not prejudicial to the commercial interests of the Subscribers.

17.2 **JPB** No warranty or representation is, however, given as to the accuracy; completeness or usefulness of any data and each Subscriber using such Services assumes sole responsibility for use of the same. JPB shall not use any data in any Message relating to electronic funds transfer or electronic payment services for the purpose of providing such Services.

17.3 **JPB may disclose the Subscriber's personal data without obtaining the Subscriber's prior written consent only to the extent that the personal data:**

- (a) **is already known to JPB as of the date of disclosure hereunder, free from any obligation of confidence owed to JPB and through no breach of JPB;**
- (b) **is required to be disclosed under applicable law or by an order of a court or tribunal of competent jurisdiction or if so required by a Government or a statutory body provided always that JPB shall:**
  - (i) **Give prior written notice to you as the Subscriber with sufficient particulars to afford the Subscriber an opportunity to seek advice and/or obtain legal representation to apply for the relevant waivers, exemptions, orders or else relief from the impending disclosure of your personal data;**
  - (ii) **Confine the extent, form and manner of the disclosure to the bare minimum necessary to comply with the aforesaid law or order; and**
  - (iii) **Limit the potential adverse effect of the disclosure by informing the person to whom disclosure is made of the nature of the personal data.**

17.4 **The personal data may be disclosed by JPB to its directors, officers, employees, consultants, professional advisors, duly authorized representatives, Government Departments & Agencies and or to any other third parties who have a clear need to know the personal data for the purposes of negotiating, developing or else contributing to the business transaction entered into between the Subscriber and JPB, advising on the improvements of JPB's business, as well as for the purpose of serving the needs of national and security interests, provided always that JPB shall ensure that in each case, each of these parties is informed of JPB's responsibilities under the obligations under the Act and undertakes to a similar obligation of confidentiality to JPB. Should JPB require the personal data to be disclosed to any other person, otherwise than as provided in this Clause, JPB shall, prior to such disclosure, obtain the written consent of the Subscriber, which consent shall not be unreasonably withheld.**

**SYSTEM PASSWORD APPLICATION (FORM A)**

**18. TERMINATION OF SERVICES**

- 18.1 The subscription of any Subscriber to the Services may be terminated without cause or reason by that Subscriber or JPB by giving to the Subscriber (three) 3 normal working days' notice in writing.
- 18.2 JPB reserves the right to cease immediately to provide the Services and to terminate any Subscriber's subscription forthwith if that Subscriber shall go into liquidation or commit an act of bankruptcy or a receiver or receiver and manager or official assignee is appointed over the assets of the Subscriber or the Subscriber fails to comply with the Rules and the terms of this Agreement.
- 18.3 In the event the Subscriber terminates the Services, the Subscriber shall instantaneously and without any delay notify JPB of such termination by submitting the System Password Termination Form (Form B) as annexed herewith, failing which all transaction effected under the assigned password and user shall be at the sole risk and expense of the Subscriber to which the terms and conditions of this Agreement shall remain in force.

**19. DISPUTES**

- 19.1 Any disputes between JPB and a Subscriber in relation to the Services (save for any claim by JPB in respect of monies due from a Subscriber) shall be decided by arbitration in accordance with the UNCITRAL Rules and by a single arbitrator appointed by the Kuala Lumpur Regional Centre or Arbitration.

**20. ASSIGNMENT**

- 20.1 The rights and obligations of the Subscriber to the provision of the Services by JPB shall not be transferred, assigned, rented, leased or licensed to any other person, body or entity without the prior written consent of JPB.

**21. NOTICE**

- 21.1 Any notice which is required or permitted to be given by one party to the other may be given by hand delivery, by registered mail directed to the other party's address set forth in this Agreement or to such other address as may be substituted by notice to the other party, or by means of an electronic transmission (i.e. by facsimile or electronic-mail) followed by a hard copy within seven (7) days. Notices will be deemed effective on the same' business day if delivered by hand or sent by electronic means and on the date of posting if sent by post.

**22. GOVERNING LAW**

- 22.1 These Terms and Conditions shall be deemed to be applicable only in Malaysia shall be subject to, governed by and interpreted in accordance with the laws of Malaysia.

**1. SCHEDULE 1: RULES & REGULATIONS FOR ELECTRONIC DATA INTERCHANGE**

- 1.1 All Services provided by JPB to its Subscribers are governed by the rules and regulations in this Schedule.
- 2.1 A Subscriber shall notify JPB forthwith:
- (i) of the receipt of any Message not intended for that Subscriber;
  - (ii) of the receipt of any Message which has been corrupted; and
  - (iii) of any technical failure or fault in the Services.

**2. STORAGE OF DATA**

- a. Each Subscriber shall maintain a complete log of all data sent and received and the information contained in such log shall not be modified in any manner whatsoever.
- b. The transmissions on a Trade Data Log shall be stored on computer media or other means such that the transmissions can be readily retrieved and presented in readable form.
- c. Subscribers agree that in the event of any dispute arising between them, hard copy/paper print-out of the Trade Data Log shall be admissible as evidence of the transaction contained herein. In the event it is alleged between any two or more Subscribers that there is a discrepancy or error in the details of any transaction stored in the Trade Data Log of any Subscriber, the records, if any, stored by JPB of such Message shall, in the absence of manifest error, be accepted as final and binding. Subscribers further agree that for the purpose of verification, JPB hard copy/paper printout of the same produced together with a certificate from a duly authorized officer of JPB certifying the same as records stored by JPB shall be final and binding. On no circumstances shall JPB be liable to any Subscriber as a consequence of producing such records or for the failure in producing the same.
- d. Each Subscriber shall ensure that there is at all times a person assigned to, and responsible for, the Equipment of the Subscriber who shall be able to certify that the Trade Data Log and any reproduction there from is correct.

**3. SECURITY RESPONSIBILITIES**

- 3.1 Each Subscriber is responsible for the confidentiality of the password, user identification number or other security device assigned by JPB So that Subscriber Each Subscriber shall ensure that only duly unauthorized persons shall use such password, user identification number or other security device.
- 3.2 JPB hereby disclaims all responsibility and liability for the acts or omissions of the Subscriber in this area.

**4. RECOVERY PROCEDURES FOLLOWING OPERATIONAL FAILURE**

- 4.1 If an operational or technical failure occurs; each Subscriber agrees to invoke the following recovery procedure:
  - (a) In the context of day-to-day operational recovery, to repair, or replace, any defective component and or to recover "lost" data within a reasonable time.
  - (b) In the context of recovery, to invoke JPB' Contingency procedure as advised by JPB to the Subscribers and to take reasonable steps to mitigate all losses by preventing undue disruption of business or trade caused by the failure of exercising or undertaking action to limit damages and loss mitigation by the Subscribers.

**5. COMMUNITY TRADING RULES AND PROCEDURES**

- 5.1 Members may from time to time define their own set of rules and procedures in relation to using services in connection with their trading activities, PROVIDED ALWAYS THAT such rules and procedures are subject to and not inconsistent with the provisions of these Rules and Regulations. Where there is any conflict between the community rules and procedures and the Rules and Regulations the provisions of these Rules and Regulations shall prevail to the extent of any inconsistency unless such inconsistency is sanctioned by JPB.