

AUTOPORT

TERMS OF SERVICE

Vehicle Export & Import Lifecycle Management Platform

Effective Date: 1 July 2026 — Version 1.0

Governing Law: Singapore — Dispute Resolution: SIAC Arbitration

Binding Agreement. This is a legally binding agreement between AUTOPORT PTE. LTD., a company incorporated in Singapore (“AUTOPORT,” “Company,” “we,” “us”), and the business or individual using the Platform (“Client,” “you”), whether as an Exporter or an Importer. By registering or accessing the Platform, you confirm you have authority to bind your business and agree to this Agreement. This is a B2B agreement between commercial entities — if you are a consumer, these Terms do not apply to you.

1. Definitions

Client — any business using the Platform, as an Exporter or Importer (Buyer). Both are bound by this Agreement.

Exporter — a business that sells vehicles to Importers and uses the Platform to list vehicles, manage shipments, upload documents, and record payments.

Importer / Buyer — a business that purchases vehicles from Exporters and uses the Platform to track shipments, view documents, and monitor payment status. Where an Importer works with more than one Exporter, each Exporter’s data is isolated — no Exporter can see another Exporter’s data through a shared Importer account.

Client Data — all data, documents, and information the Client or its Authorised Users submit to the Platform, including vehicle records, shipping documents, and account details.

Personal Data — any information relating to an identifiable individual, as defined under applicable data protection law (including GDPR, Japan’s APPI, and Singapore’s PDPA).

Confidential Information — non-public information disclosed by one party to the other that is understood to be confidential.

Fees — subscription fees payable by Exporters on paid plans, as described in Section 6. Importer access and the Exporter Free Tier are free of charge.

Platform — AUTOPORT’s web-based software for vehicle import and export lifecycle management.

2. Using the Platform

2.1 Licence

We grant the Client a non-exclusive, non-transferable licence to use the Platform for its own vehicle import/export business for as long as the Client's account remains active.

2.2 Restrictions

The Client (and its Authorised Users) will not:

- copy, reverse-engineer, or build a competing product from the Platform
- resell or share access with anyone outside its own Authorised Users
- scrape or access the Platform outside normal use

- interfere with security features, or use the Platform unlawfully

2.3 Authorised Users

The Client is responsible for its team's use of the Platform. Each user must have their own login — credentials must not be shared.

2.4 Changes and Suspension

We may modify or discontinue features, with reasonable notice for material changes. We may suspend access immediately for a genuine security risk, an unresolved payment default, breach of the Acceptable Use Policy (Schedule B), or a legal requirement — and will restore access promptly once the issue is resolved.

3. Client Obligations

The Client will use the Platform lawfully, keep its account information accurate, and maintain reasonable security over its own systems and credentials. The Client is responsible for all activity under its account.

4. Exporter Obligations

Applies to Clients using the Platform as Exporters.

You are responsible for the accuracy of the vehicle, shipment, and document data you enter — including vehicle details, status updates, uploaded documents, and payment records — and warrant that it is genuine and not fraudulent. Shipment tracking data shown on the Platform is sourced from third-party tracking providers; we do not guarantee its accuracy, completeness, or timeliness.

You will not upload fraudulent documents, information relating to sanctioned or prohibited goods, or anything that infringes a third party's rights.

Where Document Content contains Personal Data, you act as the data controller and we act as the data processor, under the Data Processing Addendum (Schedule A). You are responsible for having a lawful basis to process and share that data, including where your Buyers access it from another country.

5. Importer (Buyer) Obligations

Applies to Clients using the Platform as Importers.

You may access and use the vehicle, shipment, and document data shared by your linked Exporter(s) solely to manage your own import transactions. Where you work with more than one Exporter on the Platform, each Exporter's data is kept fully isolated — you cannot see one Exporter's data through your relationship with another, and no Exporter can see another Exporter's data through you.

You will not redistribute, sell, or use Document Content beyond what's needed for your transaction, or retain it longer than reasonably necessary. If you download or process Personal Data outside the Platform, you become independently responsible for complying with data protection law for that data.

6. Fees

6.1 Free of Charge, Today

- Importer (Buyer) access is free. There is no subscription fee or transaction fee for Importers.
- Exporters access the core Platform — vehicle management, documents, shipment tracking, and the buyer portal — under the Free Tier, at no cost, with no usage limits on these core features.

- We may introduce additional paid tiers in future, for optional features such as custom branding, integrations, or dedicated support, with reasonable prior notice. Existing free functionality will not be restricted or moved behind a paywall retroactively.

6.2 Paid Plans (Future)

Where a Client opts into a paid plan, the applicable Fees, billing cycle, and payment terms will be set out at the time that plan is offered, and will apply only from the date the Client agrees to them.

6.3 Fee Changes

We will give reasonable notice of any Fee change affecting a plan you're already on. If you object, you may cancel before the change takes effect at no penalty.

6.4 Disputed Invoices

If you dispute a charge in good faith, notify us through the Platform's support channel. We will not suspend your access over a disputed amount while it is being resolved in good faith.

6.5 Refunds

Fees are generally non-refundable, except where required by law, or where we are in uncured material breach of this Agreement and you terminate as a result — in which case we will refund the unused, prepaid portion.

7. Your Data & Our IP

7.1 Our IP

The Platform itself — the software, design, and underlying technology — belongs to AUTOPORT PTE. LTD. This Agreement does not transfer any of that to you.

7.2 Your Data Is Yours

You own all rights to your Client Data. It is stored and used solely within the Platform for your business. We do not sell, licence, or share your Client Data with any third party, except where necessary to run the Platform (including the sub-processors listed in Schedule A), to comply with the law, or to enforce this Agreement. We never use your data for advertising or for marketing to third parties.

Each Exporter's Client Data is logically isolated from every other Exporter's on the Platform. No Exporter has elevated access of any kind. We do not access your Client Data ourselves except to provide support you have requested, or to investigate and respond to a genuine security incident — or where a court or regulator lawfully compels us. We do not view your data for any other purpose.

You can request a complete export of your Client Data at any time, in a usable format, with no approval process required.

7.3 Aggregated Data

We may use fully anonymised, aggregated data — from which no individual Client can be identified — to improve the Platform and understand usage trends. This contains no Personal Data and is never linked back to you.

7.4 Feedback

Feedback you give us about the Platform may be used by us freely to improve the product. This does not extend to any Confidential Information you share alongside it, which remains protected under Section 8.

7.5 Third-Party Services

The Platform integrates with third-party services, including vessel tracking providers. We do not control these services and cannot guarantee their accuracy, completeness, or availability. Treat tracking data as informational, and verify anything time-critical with your freight forwarder or carrier directly.

8. Confidentiality

Each party will keep the other's non-public, confidential information private, use it only for the purposes of this Agreement, and share it only with people who need to know and who are bound by similar confidentiality obligations. This does not apply to information that is already public, was already known to the receiving party, or is independently developed. These obligations continue for five (5) years after this Agreement ends, and indefinitely for genuine trade secrets.

9. Data Protection

Where we process Personal Data on your behalf, the Data Processing Addendum in Schedule A governs that processing and forms part of this Agreement.

Our Privacy Policy (at useautoport.com) governs how we handle Personal Data where we act as a data controller ourselves — for example, your own account and login details.

We may send you operational notifications — status updates, document alerts, and similar — related to your use of the Platform. You can manage these preferences in your account settings.

Where you upload Personal Data as part of Document Content, you confirm you have a lawful basis to do so and have given any required notices to the individuals concerned. Please tell us within 48 hours if you receive a data subject request or regulatory enquiry relating to that data.

We maintain appropriate technical and organisational security measures to protect your data, described further in Schedule A. You are responsible for securing your own systems and user credentials.

If a security incident affects your data, we will notify you without undue delay so you can meet your own regulatory obligations, and we will work with you on remediation.

10. Warranties

We warrant that the Platform will perform materially as described in our documentation, that we have the right to provide it to you, and that we will comply with applicable law in doing so. We do not promise the Platform will be uninterrupted or error-free, or that it will meet every specific business requirement you might have.

You warrant that you have the authority to enter this Agreement, that your use of the Platform will comply with the law, that your information is accurate, and that you have the rights needed to upload your Client Data.

The Platform is provided “as is.” To the extent the law allows, we disclaim other warranties not expressly stated in this Agreement.

11. Liability

To the extent the law allows, we are not liable for indirect or consequential losses (such as lost profits or business opportunities), for losses caused by inaccurate data a Client entered, for the failure of third-party services we do not control (such as tracking or payment providers), or for disputes between an Exporter and an Importer about the underlying vehicle transaction — AUTOPORT is a management and communication tool, not a party to your trade.

Where we are liable, our total liability is capped at the greater of the Fees you have paid us in the preceding six (6) months, or SGD 500 for Clients on a free plan — up to a maximum of SGD 10,000 in aggregate, and subject to any minimum the law requires.

This cap does not apply to death or personal injury caused by our negligence, fraud, either party's confidentiality obligations, your payment obligations, or anything that cannot legally be limited.

12. Indemnification

You agree to cover our reasonable costs if a third-party claim arises from: your breach of this Agreement; Document Content you uploaded, including a claim that it is fraudulent or infringes someone's rights; your breach of data protection, sanctions, or export control law; or a dispute between you and a trading counterparty over a vehicle transaction. We will retain control of the defence of any such claim.

We provide the Platform “as is” and do not separately indemnify you for third-party intellectual property claims beyond what is set out in Section 11.

13. Term & Termination

This Agreement runs from the Effective Date for as long as you keep your account active.

Either party may end this Agreement at any time. On a paid plan, cancellation takes effect at the end of the current billing period; unused prepaid time is not refunded except where the law requires it.

Either party may terminate immediately for the other's uncured material breach, insolvency, or ceasing to do business. We may also terminate immediately if required by law or regulatory order, or if a Client's conduct poses a genuine risk to the Platform or other Clients.

When this Agreement ends: your licence to use the Platform ends; **we will make your Client Data available for export in a usable format promptly, and help you migrate it if needed**; and after a reasonable period (at least 60 days), we may delete it, subject to any legal retention requirements. If an Importer you worked with is still active on the Platform, we will keep a read-only archive of your shared shipment data solely so far as needed for that Importer to manage vehicles already in transit.

Sections that by their nature should survive — including Confidentiality, Data Protection, Liability, and Dispute Resolution — continue to apply after termination.

14. Disputes & Governing Law

This Agreement is governed by the laws of Singapore. Before any formal proceedings, both parties agree to try to resolve disputes in good faith first. Anything that cannot be resolved that way will be settled by arbitration under the Singapore International Arbitration Centre (SIAC) rules, seated in Singapore, in English. Either party may still seek urgent court relief to protect confidential information or intellectual property rights without that being treated as a waiver of arbitration.

15. General Provisions

- **Entire Agreement.** This Agreement, with its Schedules, is the entire agreement between us on this subject and replaces any prior discussions or drafts.
- **Amendments.** We may update this Agreement with reasonable notice. If a change materially disadvantages you, you may end the Agreement before it takes effect at no penalty; otherwise, continued use means acceptance.
- **Assignment.** You may not transfer your rights under this Agreement without our consent. We may transfer ours as part of a merger, sale, or acquisition, and your data-export rights under Section 13 continue to apply to any successor.
- **Waiver & Severability.** Not enforcing a right immediately does not waive it. If any part of this Agreement is found unenforceable, the rest remains in effect.
- **Force Majeure.** Neither party is liable for delays caused by genuinely uncontrollable events (natural disasters, war, government action, or internet or third-party service outages).
- **Notices.** Legal notices may be sent to legal@useautoport.com, or to the address on your account.

- **Relationship of the Parties.** We are independent businesses to each other — this Agreement does not create a partnership, agency, or employment relationship.
- **Compliance.** Both parties will comply with applicable anti-bribery, anti-corruption, export control, and trade law in their own jurisdiction.
- **Language.** This Agreement is in English; translations are for convenience only, and the English version governs in case of conflict.
- **Electronic Acceptance.** Accepting these Terms electronically, including by clicking to register, is valid and binding.
- **Publicity.** We will not name you as a customer in our marketing, on our website, or elsewhere unless you give us specific permission to do so.

SCHEDULE A
DATA PROCESSING ADDENDUM (DPA)
GDPR Article 28 | Japan APPI | Singapore PDPA

A.1 Scope

This DPA governs our processing of Personal Data as your processor, wherever Document Content you upload contains Personal Data. It forms part of this Agreement, and prevails over the main Agreement in the event of any conflict on data protection matters.

A.2 Details of Processing

Subject matter	Processing of Personal Data contained in vehicle records, transaction documents, and related information uploaded by Exporters and accessed by their linked Importers via the Platform.
Duration	For the duration of the Client's active use of the Platform, plus a 60-day post-termination export window.
Nature of processing	Storage, transmission, access control, retrieval, display, and deletion of Document Content.
Purpose	Facilitating vehicle import and export lifecycle management — vehicle data, document exchange, shipment tracking, and payment recording between Exporters and their Importers.
Personal Data types	Names, contact details, and identifiers of individuals appearing in uploaded trade documents (company representatives, counterparties, and signatories). Account login data is handled separately, under the Privacy Policy.
Data subjects	Representatives of Exporter and Importer organisations, and third-party individuals named in trade documents.

A.3 Our Obligations as Processor

We will:

- process Personal Data only on your documented instructions, unless the law requires otherwise
- keep our staff and contractors bound by confidentiality obligations
- maintain appropriate technical and organisational security measures (Section A.6)
- only use sub-processors with your prior general authorisation, give at least 30 days' notice before adding or replacing one, and allow you to object on reasonable data-protection grounds
- assist you in responding to data subject rights requests and meeting your regulatory obligations, so far as reasonably possible from information available on the Platform
- delete or return your Personal Data within 60 days of termination, at your choice
- make information available to demonstrate compliance with this DPA, and allow reasonable audits — at most once per year, with 30 days' notice

A.4 Current Sub-Processors

The following sub-processors currently support the Platform: Supabase (database and file storage), Vercel (application hosting), and Resend (transactional email delivery). Vessel tracking is provided by a third-party tracking service that receives shipment references only, not Personal Data. An updated list is available on request, and changes are notified under Section A.3.

A.5 International Transfers

Where Personal Data is transferred internationally in connection with Platform operations, we rely on recognised legal transfer mechanisms appropriate to the origin and destination — including EU Standard Contractual Clauses for transfers from the EU/EEA and UK, and equivalent contractual safeguards for transfers involving Japan (under APPI) and other jurisdictions. Full details of the mechanism applicable to a specific transfer are available on request.

A.6 Security Measures

We implement reasonable technical and organisational measures appropriate to the risk, including encryption of Personal Data in transit, access controls, and an incident response process.

A.7 Breach Notification

If a Personal Data breach affects your data, we will notify you without undue delay and as soon as reasonably practicable, including the nature of the breach, the categories and approximate number of people and records affected, likely consequences, and the steps taken or proposed — in time to help you meet your own regulatory notification deadlines (for example, 72 hours under GDPR).

SCHEDULE B ACCEPTABLE USE POLICY

You may not use the Platform to:

- upload fraudulent, forged, or misleading vehicle records or documents
- facilitate transactions involving sanctioned parties, embargoed goods, or prohibited jurisdictions
- upload malicious code, or attempt to disrupt or gain unauthorised access to the Platform
- scrape or harvest data beyond normal use
- impersonate any person or entity
- share your login with anyone outside your authorised team
- facilitate money laundering, fraud, or any other unlawful activity

Violating this policy is a material breach of this Agreement and may result in suspension or termination of access. Report suspected violations to trust@useautoport.com.