KUCHING PORT AUTHORITY
E-PORT APPLICATION FORM

Instructions:
1. If this is a new application, please complete Section 1 & Section 4.
2. If you are adding new users, please complete Section 2 & Section 4 for each user.
3. If this is an annual renewal, please complete Section 3 & Section 4 for each user.
4. Complete and sign the Declaration.

Note: Write "N/A" in items that are not applicable.

Section 1: Application for New Registration

Company Information	
Company Name:	
Company Registration No.:	Debtor Code:
Port (related to the debtor code):	No. of New User(s):
Company Address:	
Billing Address:	

User Information		
Title: ☐ Mr ☐ Mrs ☐ Mdm ☐ Miss	Position:	
First Name:	Last Name:	
I.C. No.:	Tel No.:	Fax No.:
Mobile Phone:	Email:	
Contact Address:		

Section 2: Application for Additional User(s) under the same company

Company Information		
Company Name:		
User Information		
Title: ☐Mr ☐Mrs ☐Mdm ☐Miss	Position:	
First Name:	Last Name:	
I.C. No.:	Tel No.:	Fax No.:
Mobile Phone:	Email:	
Contact Address:		

Section 3: Application for Renewal

Company Information		
Company Name:		
User Information		
Title: ☐Mr ☐Mrs ☐Mdm ☐Miss	Position:	
First Name: (as per original registration)	Last Name: (as per original registration)	
I.C. No.:	Tel No.: **	Fax No.: **
Mobile Phone: **	Email: **	
Contact Address: **		

** Only fill in if there is a change

Section 4: User's Access Information

User's Access Information	
N.B. Username must consist of 6 to 12 alphanumeric characters.	
Username *(first choice):*	Username *(second Choice):*
User Type: ☐ General ☐ Supervisor	
Access Rights *(Please tick to indicate access to that specific module)*	

Module	Program
☐ eDoc (e-Document)	- NOSA - Vessel Registration - ABA - Co Loader - Manifest - Bay Plan - Shipping Order - Container Enquiry
☐ eBpp (e- Payment System)	- Proforma Invoice - Outstanding Invoice - Debtor Transaction - Guarantee
Legend: (1) NOSA – Notice of Ship Arrival (2) ABA – Application for Berth Allocation	

Declaration

1. I declare that I have read and agreed with the terms and conditions for e-Port as specified in Schedule I attached. I also confirm that all information provided herein are true, correct and complete.
2. I request that my application be approved upon such terms and conditions that may be stipulated by KPA as amended from time to time.
3. I confirm and acknowledge that KPA shall have the absolute right to approve or reject my application without having to disclose any reasons whatsoever.
4. The following charges shall apply:
   (a) Registration Fee: No charge for 1st user of each company – Section 1;
   (b) One-time Registration Fee: *RM250 for additional users under the same company – Section 2;
   (c) Annual Renewal Fee for each subsequent user: *RM100 per user – Section 3.
   * Subject to 6% GST

Company's Stamp

Signature: _____

Name: _____

Designation: _____   Date: _____

For Office Use

Approval from KPA Officer:	Please fill-in the "Allocated Username" below if it is defers from "Username 1" and "Username 2".
Signature:_____ Name:_____ Date: _____	Allocated Username: _____ Signature: _____ Name: _____ Date: _____

Schedule I

Kuching Port Authority's Terms and Conditions for E-Port

TERMS AND CONDITIONS

The Kuching Port Authority Digital Certificate Token ("the Token") is issued by Kuching Port Authority ("KPA") on the following terms and conditions (hereinafter referred to as "this Agreement"):

1. In this Agreement:

"Registration fee" shall mean a one-off charge for subscribing to the e-port services provided by KPA. It shall include only one Token allocated to one specific user. An additional Token shall be required for each additional user and each additional Token shall be subject to additional token fee of **Ringgit Malaysia Two Hundred and Fifty Only (RM250.00)** per Token or such other revised fees as may be fixed by KPA from time to time.

"Annual Renewal fee" shall mean the yearly charge of **Ringgit Malaysia One Hundred Only (RM100.00)** or such other revised annual renewal fee as may be fixed by KPA from time to time, such Annual Renewal Fee to be paid per user upon renewal of the Digital Certificate.

"Token Fee" shall mean the fees of **Ringgit Malaysia Two Hundred and Fifty Only (RM250.00)** or such other revised rate as may be fixed by KPA from time to time for the issuance and use of each Token.

2. Use of the Token is restricted to the person to whom the Token is issued ("the User") and the use of the Token will constitute binding and conclusive evidence of the agreement of the User to be bound by this Agreement. In the event that the User does not wish to be bound by this Agreement, the User shall return the Token to KPA and Clause 8 hereof shall henceforth be operative and until the return of the Token to KPA, any use of the Token shall be deemed to be duly authorised by the User.

The User undertakes and agrees that failure to restrict the Token to the User's own use only will render the User open to the consequences of unauthorized use of the Token, for which (i) KPA will not be liable; and (ii) for which KPA shall be entitled to assume that the use thereof is duly authorized by the User.

The User hereby undertakes to hold KPA free from all claims and liabilities and to indemnify KPA and keep KPA duly indemnified against any claims or liabilities howsoever arising from any parties whomsoever, arising from such unauthorized use.

3. The Token is and shall remain the property of KPA at all times and the User shall be under a duty to forthwith return the Token to KPA upon KPA's request in writing. KPA reserves the right to withdraw, at its absolute discretion, the Token and or any of the services thereby offered at any time with or without (as it in its absolute discretion deems fit) prior notice and is not obliged to give any reasons for such withdrawal or termination of the Token or services offered herein.

4. Save for the first registration which shall be rendered free of Registration Fees, Token Fees and Annual Renewal fees, the User agrees to and undertakes that it shall pay to KPA all other Registration Fees, Token Fees, Annual Renewal Fees, and any other charges which KPA is duly authorised to charge herein and under the Port Authorities Ordinance 1961 and the regulations made thereunder. For clarity, save for the waiver of the Registration Fees, Token Fees and Annual Renewal Fees for the first registration, all other relevant charges, if any, pertaining to usage shall be chargeable and shall not be construed as having been waived.

5. The User agrees that KPA shall be entitled to fix, vary, amend, increase or in any way change the amount of charges for e-port transactions, the Registration Fees, Token Fees, Annual Renewal Fees, the Token replacement fees, handling charges and any other charges which payable herein and KPA shall be duly authorised to debit the User's account with KPA any e-port transaction charges, the Registration Fees, the Token Fees, the Annual Renewal Fees, the Token replacement fees, handling charges and any other charges which KPA is duly authorized to charge herein and under the Port Authorities Ordinance 1961 and the regulations thereunder as and when the same becomes due and payable and such amounts shall not be refundable. Service tax, if any, shall be borne by the User.

6. Any amounts due to KPA under the provisions herein shall be paid by the User on or before the 20th of every month and if such amount is unpaid by the 20th of each month, without prejudice to KPA's rights to call for the return of the Token and the termination of the services herein, KPA shall further be entitled to levy a surcharge at the rate of ten percent (10%) per annum on the amount due.

7. Any loss or theft of the Token should be reported to KPA immediately in writing as soon as possible. KPA shall be under no obligation to issue a replacement Token to the User following its loss or theft. Any replacement Token will be subject to a Token replacement fee of **Ringgit Malaysia Two Hundred and Fifty Only (RM250.00)** per Token or such other amount as shall be fixed by KPA from time to time.

8. The User may terminate this Agreement at any time by giving one-month's written notice to KPA accompanied by the return of the Token. No refund of the annual fee or any part thereof will be made upon termination of this Agreement or the return of the Token.

9. KPA may at its absolute discretion and without any liability whatsoever to the User, at any time and in such circumstances as it deems fit, terminate this Agreement without giving notice thereof to the User and without assigning any reason whatsoever.

10. Upon termination of this Agreement by either party under Clause 8 or Clause 9 herein, all unpaid fees shall be paid in full within fourteen calendar days from the effective date of such termination, after which KPA shall have the right to take legal action for all charges due with interests thereon.

11. The User will notify KPA promptly in writing of any changes in the User's business or office address.

12. (a) KPA reserves the right to vary, add to or delete the terms and conditions from time to time and shall notify the User of any such alterations or publish any change of such terms and conditions before the effective date in any such manner as KPA considers appropriate. The User will be bound by such alterations and where the User is not in agreement with such alterations or amendments, the User may terminate the use of the services and return the Token by giving prior written notice to KPA and return the Token to KPA prior to the effective date of any such alterations or amendments subject always to Clause 8 hereof. Upon such termination, the annual fee is not refundable.

(b) Retention of the Token after the effective date of any change of terms and conditions pursuant to Clause 12(a) hereof shall be deemed to constitute acceptance of such changes without reservation by the User.

13. (a) The User agrees to supply company and or personal data where requested to enable KPA to consider its provision or continued provision of e-port services, failing which KPA may at its sole discretion decline to provide or continue to provide such services, without any obligation or liability attaching to KPA.

(b) The company and/or personal data will be used for providing e-port services to the User and, subject to KPA's agreement to provide such services, the data and details and all information relating to transactions or dealings with KPA will be used in connection with the provision of such services to the User.

The User agrees that KPA may, in strict confidence, use, store, transfer, disclose to or obtain from other organizations or any other person as KPA considers necessary the User's information for any purpose in connection with services KPA may provide to the User and or for the purpose of promoting, improving and furthering the provision of services by KPA to its customers generally and/or in compliance with any applicable law and regulations. Whilst every care has been taken in compiling, collating or producing the information, KPA and its officers shall not in any event be liable for any claim, loss, damage or liability howsoever arising (including direct or indirect, special, incidental, consequential or punitive damages or loss of profits or savings) to the User or to any persons whatsoever for the accuracy, completeness or authenticity of its contents or for the consequences of any reliance, which may be placed on the information whether caused by any technical hardware or software failure of any kind, interruption, error or omission, delay, viruses, act of God, act of war or kept strictly confidential.

(c) The User has the right to request access to and to correct any of the company/personal data or to request for the data not to be used for direct marketing purposes. KPA will comply with such requests unless KPA may or is required not to do so under any applicable law and regulations.

14. (a) The User undertakes to indemnify and to hold KPA harmless and indemnified against any liability for loss, damage, costs, and expenses (legal or otherwise including costs on a solicitor and client basis) which KPA may incur by reason of the provisions herein or in the enforcement of its rights hereunder.

(b) The User shall forthwith upon demand pay to KPA all legal costs, charges, and expenses which KPA may incur in enforcing or seeking to enforce this Agreement or in obtaining or seeking to obtain payment of all or any part of the monies owing by the User.

15. KPA shall not be liable for any loss injury or damage whatsoever, including consequential and economic loss, however caused and or arising by/from mechanical defect or malfunction of the e-port system or failure of the Token for any reason whatsoever or by any circumstances beyond KPA's control or by strikes or other labor disputes.

16. KPA reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the e-port services (or any part thereof) with or without notice. The User agrees that KPA shall not be liable to the User or to any third party for any modifications, suspension or discontinuance of the e-port services.

17. The e-port services may provide links to other World Wide Web sites or resources. As KPA has no control over such sites and resources, the User acknowledges and agrees that KPA is not responsible for the availability of such external sites or resources, and KPA does not endorse and is not responsible or liable for any contents, advertisements, products, or other materials on or available from such sites or resources. The User further acknowledges and agrees that KPA shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such contents, advertisements, products or goods or services available on or through any such site or resource.

18. DISCLAIMER OF WARRANTIE

THE USER EXPRESSLY UNDERSTANDS AND AGREES THAT:

(A) THE USE OF THE SERVICES IS AT USER'S SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. KPA EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

(B) KPA MAKES NO WARRANTY THAT (i) THE SERVICES WILL MEET THE USER'S REQUIREMENTS, (ii) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY THE USER THROUGH THE SERVICES WILL MEET THE USER'S EXPECTACTION, AND (v) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED.

(C) ANY MATERIAL DOWNLOADED (IF ANY) OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT THE USER'S OWN DISCRETION AND RISKS AND THAT THE USER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO THE USER'S COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

(D) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY THE USER FROM KPA OR THROUGH OR FROM THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

19. LIMITATION OF LIABILITY

THE USER EXPRESSLY UNDERSTANDS AND AGREES THAT KPA SHALL NOT IN ANY MANNER WHATSOEVER BE LIABLE TO THE USER FOR ANY DIRECT, INDIRECT, INCIDENTAL, GENERAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES OR THE COSTS OF PROCUREMENT OF SUBSTITUE GOODS AND SERVICES (EVEN IF KPA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), HOWSOEVER RESULTING FROM: (i) THE USE OR THE INABILITY TO USE OR THE BREAKDOWN OF OR ANY VIRUS ATTACK ON THE SERVICES HEREIN; (ii) ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICES; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF THE USER TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICES; OR (v) ANY OTHER MATTERS RELATING TO THE SERVICES; OR (vi) ANY OTHER MANNER HOWSOEVER CAUSED.
KPA SHALL NOT BE RESPONSIBLE DIRECTLY OR INDIRECTLY WHATSOEVER FOR ANY INJURY OR DEATH WHICH MAY BE CAUSED TO ANY PERSONS OR AT ALL DIRECTLY OR INDIRECTLY OR HOWSOEVER CAUSED INCLUDING BUT NOT LIMITED TO THE FOLLOWING:- BY THE USE OR THE INABILITY TO USE OR THE BREAKDOWN OF OR ANY VIRUS ATTACK ON THE SERVICES HER EIN; (ii) ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICES; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF THE USER TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICES; OR (v) ANY OTHER ATTERS RELATING TO THE SERVICES; OR (vi) ANY OTHER MANNER HOWSOEVER CAUSED.

20. This Agreement constitutes the entire agreement between the User and KPA and governs the use of the e-port services, superceding any prior agreements between the User and KPA.

21. The failure of KPA to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision.

22. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the other provisions of this Agreement remain in full force and effect.

23. This Agreement will be governed by and construed in accordance with the laws of Malaysia and the directives of any regulatory bodies or agencies.

IMPORTANT NOTE

Although every effort has been made to furnish accurate and up-to-date information in this notice, KPA does not accept liability for changes that may have taken place since publication.