

**ISF Power of Attorney**  
**(ACKNOWLEDGMENT AND RELEASE)**

**PACIFIC CENTURY CUSTOMS SERVICE, INC.**  
**2936 Columbia Street, Torrance, CA. 90503-3806**

Pacific Century Customs Service, Inc. (Pacific Century) provides services as agent for importer and other international traders to facilitate their Importer Security Filing (ISF services)

Pacific Century agrees to provide these ISF services during normal business hours from 8 AM to 6 PM Monday thru Friday Pacific Standard Time of United States of America.

By signing where indicated below, customer agrees to Pacific Century's terms and conditions and also authorizes Pacific Century to perform ISF filing services on its behalf.

"Company" shall mean Pacific Century Customs Service, Inc. (Pacific Century) its subsidiaries, related companies, agents, and/or representatives. In addition to the terms and conditions stated below, usage of these ISF services shall be subject to the NCBFAA terms and conditions of services, including its provisions regarding jurisdiction, venue and liability.

"Customer" shall mean all users of these ISF services along with all their customers, as well as Customer's subsidiaries, related companies, agents and/or representatives.

Company will make commercially reasonable efforts to accurately transmit, or to cause a third party to accurately transmit, the information received from or on behalf of Customer in a timely manner, consistent with industry standard and subject to (i) delays related to force majeure events as customarily in the United States customs brokerage/freight forwarding and United States shipping/transportation industries and (ii) any and all technological failures or constraints that may occur or arise.

Company will rely on the accuracy of all information received or on behalf of Customer, and shall not be responsible for verifying the accuracy of any such information. Customer shall ensure the accuracy of all such information, and shall indemnify, defend, and hold Company harmless from any and all claims asserted and all liabilities and/or losses suffered by Company, including without limitation any and all costs, penalties, fees, expenses and/or damages, including punitive, indirect, incidental, special, statutory, consequential or exemplary damages, including without limitation damages for loss of profits, goodwill, or other intangible losses.

EXCEPT AS SPECICALLY SET FORTH HEREIN, COMPANY MAKES NO EXPRESS OR IMPLIED WARRANTIES IN CONNECTION WITH ITS SERVICES OR ANY SERVICES PROVIDED BY ANY THIRD PARTY. COMPANY

EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF TITLES, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. COMPANY MAKES NO WARRANTY THAT COMPANY'S SERVICE WILL MEET CUSTOMER REQUIREMENTS; THAT COMPANY'S SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE AND/OR ERROR FREE; OR THAT THE QUALITY OF COMPANY'S SERVICES WILL MEET CUSTOMER EXPECTATIONS. No agent, employee, or representative of company has any authority to bind Company to any affirmation, representation, or warranty concerning the services provided under this contract, and unless an affirmation, representation, or warranty is specially included within this contract, it shall not be enforceable by Customer.

Customer's exclusive and sole remedy against Company under this contract shall be the refund of any money paid to Company by Customer for the specific services from which Customer's claim(s) arose. IN NO EVENT WILL COMPANY BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR THE ACTS OF ANY THIRD PARTY OR FOR ANY PUNITIVE, INDIRECT, INCIDENTAL, SPECIAL, STATUTORY, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR OTHER INTANGIBLE LOSSES, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

A copy of NCBFAA "Terms and Conditions of Service" is attached as part of this agreement and may also be accessed at Company's website at: [www.pceschb.com](http://www.pceschb.com)

Agreed to: Dated: \_\_\_\_\_

Corporate Name of Customer: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Accepted: Date: \_\_\_\_\_

Pacific Century Customs Service, Inc.

By: \_\_\_\_\_

Title: \_\_\_\_\_