

**FORWARDERS CONNECT - WORLDWIDE FORWARDERS NETWORK / PLATFORM**  
**GENERAL TERMS AND CONDITIONS**

**1. Introduction / Short Summary**

- (a) Forwarders Connect is a registered trade name and operating under the private limited liability company Freight Lounge b.v., incorporated in The Netherlands and located at; 2983 TP Ridderkerk, Prinses Beatrixstraat 7, The Netherlands.
- (b) Freight Lounge B.V is an industry body with world-wide reach, formed to provide a platform for its Members to exchange ideas, refer work, and build business. Forwarders Connect will provide an advocacy service, host and coordinate a variety of meetings, seminars and training, both off line and online and refer commercial services through partner and sponsorship arrangements.
- (c) These general Terms and Conditions (**Terms**), the terms & Conditions, code of conduct and privacy policy of Freight Lounge B.V. and any of it's subsidiaries form the basis of the contract through which Forwarders connect will deliver the service. On subscribing to their events you agree to these Terms.
- (d) Forwarders Connect may change the Terms at any time with or without notice and each attendee's continued participation in a Forwarders Connect event, shall be considered as acceptance of such changes.
- (e) A failure to comply with the Terms may result in the suspension or cancellation of the attendee's registration to or participation in the Forwarders Connect event(s).

**2. EVENTS**

Corporate, Individual and affiliate meeting and sponsor packages are available, and the full details of these categories for our events are available at [www.forwardersconnect.network](http://www.forwardersconnect.network)

- I. Access to our events will be considered by Forwarders Connect upon the receipt of the completed application and supporting documents if / when required.
- II. The applicant will be subject to operational and financial background screening.
- III. If access has been approved, and once the event fees are paid, a receipt (confirmation) will be issued, and access will be granted to the attendee(s).
- IV. The access to an event is only granted for the duration of that specific event for which has been applied. For each subsequent event the attendee has to renew it's application and subsequently a new approval process will be started.

**3. Event Entitlements**

- (a) The full range of event services for each event are set out at [www.forwardersconnect.network](http://www.forwardersconnect.network)
- (b) Forwarders connect may vary, withdraw, suspend or add to these services without notice.
- (c) The services provided by Forwarders Connect may include, but are not limited to, the following;
  - (i) Networking events,
  - (ii) Seminars, workshops and webinars
  - (iii) Exhibitions,
  - (iv) Marketing & Promotion.

**4. Termination or Cancellation of Event participation / attendance.**

- (a) Attendee may cease attendance by providing written notice to Forwarders connect. A cancellation is effective on the date that the written notice is received by Forwarders Connect.
- (b) An attendee is entitled to a refund if/when there participation to a Forwarders Connect event is ceased by written notice as stated under point A. The amount of refund is determined by the agreements/contracts made by Forwarders Connect and event partners and will be stated on Forwarders Connect website for each event.
- (c) Failure to comply with these Terms or the Code of Conduct, or if an Attendee is found guilty of any conduct which is unbecoming of an attendee, prejudicial to the interests of Forwarders Connect, or renders the attendee unfit for participation, Forwarders Connect will reserve the right to censure, suspend or cancel the participation of attendee to our event or future events.
- (d) Forwarders Connect allows only independent forwarding companies and members of our subsidiary networks to attend our events. To a certain extent and via an invite/approval process only we allow for 3<sup>rd</sup> party service providers that have beneficial services, products or applications to logistic industry, our attendee(s) or our members, to also enter our meetings. Un authorized information gathering, promotion, marketing, advertising, solicitation of goods and services, other than has been described in your application to attend our meeting, is strictly forbidden, especially where these concerns the services and products of advisory boards and both profit and non profit networks other than Forwarders Connect, Freight Lounge b.v and it's subsidiaries. Forwarders Connect will reserve the right to censure, suspend or cancel the participation of attendee to our event or future events.
- (e) Forwarders Connect do not accept any applications from companies from a sanctioned country, such as Cuba, Iran, Iraq, Syria, Libya, North Korea, Sudan, Somalia and Yemen. Forwarders Connect will reserve the right to censure, suspend or cancel the participation or application of an attendee to our event or future events on basis of Ofac's, USA and EU sanction's listing .
- (f) To attend a Forwarders Connect event you need to have a minimum track record of 2 years business history. You need to have an impeccable record on financial background. Forwarders connect can run a background check on both operational or financial background. Your company should not have a negative listing with any of the resources Forwarder Connect can apply to such as but not limited to; Credit Safe, Atradius, other networks, or FDR ( Forwarders Debt recovery services ) .

If at any stage during or after our approval we find there is a negative listing on this topic Forwarders Connect will reserve the right to censure, suspend or cancel the participation of attendee to our event or future events.

For businesses with a business history less then 2 year, you need to prove sufficient financial funding and well founded base of working volume to enter our events. Acceptance only after thorough back ground check and approval by Forwarders Connect Management.

## 5. Code of Conduct and Policies

Forwarders Connect event attendee(s) will abide by the Forwarders Connect, Freight lounge or it's subsidiaries Code of Conduct policies and any additional policies and procedures that may be published from time to time.

### CODE OF CONDUCT

1. Respect the international rules and regulations of conducting business with foreign countries and to not be involved in any legal activity as mentioned in our "General Terms and conditions" and "privacy policy". Such involvement would lead to immediate cancellation of your participation/attendance.
2. Respect the laws and regulations of the country where our events are hosted.
3. Attendees of our events should respect amongst others but not limited to ; each other's cultures, beliefs, political preferences, race or gender . In communication with another attendee the participant should always communicate respectfully and not use any foul language. Treating others disrespectful can lead to cancellation of your participation /attendance.
4. Forwarders Connect will not tolerate any inappropriate sexual behaviour or intimidation by an attendee towards another attendee or to any 3<sup>rd</sup> person(s) that is or is not connected with our event as by example a service provider or hotel staff, or just someone met in public. Such behaviour would not be tolerated during our event or in any communication related with our events before or after the event. Report of such behaviour by any to our management will be investigated properly and can lead to immediate cancellation of your participation / attendance.
5. To the extent that such behaviour as mentioned under point 3 can be considered as a violation of laws and regulations of country where we host our events, same will also be reported to official authorities.
6. An attendee of our events should at all times respect the schedule(s) of the event. Be on time for your meetings and/or scheduled events of the organisation, avoid no shows, avoid the group needs to wait on you. If you cannot be on time for your meeting or event or you cannot make it at all, please warn the organisation and/or your meeting partner in advance of the meeting or event.

## 6. Forwarders Connect Website

By using the Forwarders Connect website, you agree to be bound by the separate terms and conditions of the website usage, which are available for viewing on the Forwarders Connect website.

## 7. Privacy Policy

Forwarders Connect can process your personal data as a result of you registering as an attendee or participant in our meeting events, both off line and online, as an affiliate/partner or sponsor to our meetings, as a reference for our attendees, as a single independent 3<sup>rd</sup> party that is interested in our news updates and promo offerings or as an employee or contractor working for Forwarders Connect.

**Controller**

Forwarders Connect is the controller of your personal data according to the General Data Protection Regulation. This means that the Forwarders Connect decides which personal data will be processed, for what purpose and how. Forwarders Connect is responsible for ensuring that the personal data it receives is processed in accordance with GDPR and in a proper and careful manner.

**Personal Data**

Forwarders Connect process personal data within the meaning of Article 4 (1) of the GDPR. Personal data is all data that can provide information about an identified or identifiable natural person. This includes, for example, a personal e-mail address.

Forwarders Connect may disclose personal data if required to do so under law, or to act to protect the safety or security of its members or registrants

**Basis of processing**

Forwarders Connect must be able to base the use of personal data on one of the principles from Article 6 of the GDPR. Pursuant to this article, it is permitted to process this data if processing is necessary for the performance of a contract to which the data subject is a party or in order to take steps at the request of the data subject prior to entering into a contract; (Article 6 (1) (b) of the GDPR).

The Forwarders Connect register to meeting events is based on your permission. You can register on the Forwarders Connect website by filling in a form. When registering, you give your consent to the processing of your personal data such as name and e-mail address by entering your details and checking the relevant buttons and clicking on them. You cannot send the registration form without this express permission

**Recipients of personal Data**

Forwarders Connect can exchange your registration details in order for you to be able to use the services/applications of our affiliates/partners in reference to our meeting events under the conditions arranged by Forwarders Connect. These details will be limited to your name and contact details (Email , Phone Number) , and will not be used otherwise by our affiliates/partners then to verify your attendance or correct uses of the services offered by these affiliates/partners.

**Security of personal data**

Article 32 of the GDPR requires Forwarders Connect to take appropriate technical and organizational measures to prevent the loss of personal data or unlawful processing. Forwarders Connect therefore ensures appropriate security for the personal data it holds, in line with the applicable legal requirements and guidelines.

**Your privacy rights**

You have the right to view your personal data (Article 15 GDPR) and the right to request rectification or deletion of your personal data (Articles 16 and 17 GDPR). You can send a request to our privacy officer Mr. A van Santen at; [Management@forwardersconnect.com](mailto:Management@forwardersconnect.com).

Please include a copy of your ID, so that we are sure that it is you who wants to view, correct or have your personal data deleted. Don't forget to make your citizen service number and photo illegible. You can read how to do this on:

<https://www.rijksoverheid.nl/onderwerpen/identiteitsfraude/vraag-en-antwoord/veilige-kopie-identiteitsbewijs>. You also have the right to lodge a complaint with a supervisory authority, the Dutch Autoriteit Persoonsgegevens.

### **Retention period for personal data**

Forwarders Connect may not store your personal data for longer than is necessary for the purpose of data processing (Article 5 (1) (e) of the GDPR). This means that the Forwarders Connect removes your personal data, name and e-mail address etc. as soon as you indicate that you no longer wish to be participating in any of Forwarders Connect's events. Some legal and or tax requirements may force us to hold a limited subset of your personal data for up to 7 years after your last financial transaction with Forwarders Connect.

### **VIDEO/AUDIO/PHOTO DATA**

During our events FORWARDERS CONNECT reserves the right to take pictures and video's of the event and its attendee's. These photo's and video's can and will be used on our website for promotion and or marketing, by registering to attend for our events and agreeing to our terms and conditions and privacy policy, you agree that this material can be used to such extend.

FORWARDERS CONNECT intends to use footage from their events also for public display, by example for publications on our open social media channels as Facebook, Twitter, Instagram and LinkedIn or for publications on network promotions, news updates and marketing campaigns. For usage of footage for public display, especially when footage can be used to identify the subjects on pictures, we need your explicit consent to publish material.

If you wish not to be shown in such footage, we ask you to inform us in advance of the event and/or inform the Photographer/Video crew to exclude you from material that is taken. We kindly ask you then also to please avoid the camera!!

If you do not wish to be shown in any footage, please inform us via [management@forwardersconnect.com](mailto:management@forwardersconnect.com)

### **8. Liability/ Warranties**

- (a) Except as required by law, Forwarders Connect shall not be responsible in negligence, contract or otherwise for loss, damage, costs, fines or penalties incurred by the attendee or any other person resulting from or arising out of or in connection with cybercrime or any quotation, advice, statement, representation, or information given or made by or on behalf of Forwarders Connect and it's subsidiaries to the attendee or made by one attendee to another attendee. In giving or making any such quotation, advice, statement, representation or information Forwarders Connect relies solely on the particulars provided by the attendee.

- (b) By agreeing to these terms the attendee(s) acknowledge and assume all risks associated with the events of Forwarders Connect including amongst others and without limitation, falls, animal bites, food poisoning, effects of weather, including heat and humidity, traffic, road and ground conditions, accidents that can occur as a result of participating in an activity event. The attendee(s) by applying and participating in the event either for themselves or anyone legally acting on their behalf waive and release Forwarders Connect, its subsidiaries, employees, directors, shareholders, officers, volunteers, agents, contractors and 3<sup>rd</sup> party service providers to their events from any and all claims, liabilities or causes of actions, including without limitations, death, bodily injuries, property damage or any other loss, damage or any inconvenience whatsoever, arising from participating in Forwarders Connect events.
- (c) In all cases where liability of Freight Lounge B.V has not been excluded, whether by these Terms, by statute or by international convention or otherwise, the liability of Forwarders Connect and its subsidiaries, whatsoever and howsoever arising is limited to the amount of the event fees paid by the attendee to Forwarders Connect for the event they participated in.
- (d) If a court of competent jurisdiction holds that it has jurisdiction to hear a dispute, then because some jurisdictions do not allow the exclusion or limitation of liability, Forwarders Connect and its agents, advertisers, vendors, product or service providers, liability in such jurisdictions shall be limited as much as permitted by the law of such jurisdiction.
- (e) Forwarders Connect may advertise attendee related benefits, goods or services provided by third parties. Forwarders Connect excludes any and all liability for any loss or damage suffered by an attendee as a result of the negligence or conduct of any third-party service provider.
- (f) All attendee(s) can be subjected to operational and financial screening. However, Forwarders Connect excludes any and all liability for any loss or damage suffered by an attendee because of the conduct of another attendee, or because any attendee fails to make due payment to another attendee, is declared bankrupt, or a receiver or liquidator is appointed.
- (g) Forwarders Connect shall not be bound by any agreement purporting to waive or vary these Terms unless such agreement to so waive or vary shall be in writing and signed by an executive officer of Forwarders Connect

## **9. Governing Law and Jurisdiction**

These conditions shall be governed by and construed in accordance with the laws of The Netherlands. Attendee(s) irrevocably submits to the exclusive jurisdiction of the Dutch courts notwithstanding the jurisdiction where attendee is based.

## **10. Severance**

If any provision in these Terms is unenforceable, illegal or void, it is severed, and the rest and remaining Terms remain in force.

## 11. Disputes and Arbitration

All disputes arising in connection with the present agreement, or further agreements resulting there from, shall be settled in accordance with the Arbitration Rules of the Netherlands Arbitration Institute (NAI). The place of arbitration shall be Amsterdam (the Netherlands). The proceedings shall be conducted in English. Any court proceedings in the Netherlands before, during or after the arbitration will - to the extent allowed by law - exclusively be dealt with by the Amsterdam District Court or the Amsterdam Court of Appeal, whichever has jurisdiction, following proceedings in English before the Chambers for International Commercial Matters (Netherlands Commercial Court, which consists of the NCC District Court, the NCC Court in Summary Proceedings and the NCC Court of Appeal). The NCC Rules of Procedure (see [www.ncc.gov.nl](http://www.ncc.gov.nl)) apply to these proceedings. This clause is not intended to exclude Supreme Court appeal.

These Terms may be amended from time to time by Forwarders Connect, and a copy of any amended terms will be uploaded to the Forwarders Connect website.