

FORWARDERS CONNECT - WORLDWIDE FORWARDERS PLATFORM / NETWORK WEBSITE USAGE TERMS AND CONDITIONS

- This website is operated by Forwarders Connect and its related entities under the domain name <u>www.forwardersconnect.network</u> (the Website). A reference to Forwarders Connect (FC) in this notice includes any related bodies corporate and related entities.
- 2. FC claims ownership of the intellectual property in the information and the design and other creative works contained on this Website (excluding linked sites) unless otherwise specified or acknowledged. The creative works on this Website are protected by copyright. Except to the extent permitted by relevant copyright legislation, you must not use, copy, modify, transmit, store, publish or distribute the material on this Website, or create any other material using material on this Website, without obtaining the prior written consent of Forwarders Connect However, you may download information contained on this Website for your own personal use, to aid studies, and for non-commercial use.
- 3. The Website, products, technology and processes contained in this Website may be the subject of other intellectual property rights owned by FC or by third parties. No licence is granted in respect of those intellectual property rights other than as set out in these Website Usage Terms and Conditions (Terms). Your use of this Website must not in any way infringe the intellectual property rights of any person.
- 4. Trade marks (whether registered or unregistered) and logos must not be used or modified in any way without obtaining the prior written consent of Forwarders Connect.
- 5. FC is not responsible for the accuracy or content of third party web sites which may have links from this Website. In creating hypertext links to any other websites FC is not recommending that website or giving any assurances at to its standing. The use of such links is entirely at your own risk and FC accepts no responsibility or liability for the content, use or availability of such websites.
- 6. Links to FC websites are not permitted without the prior written consent of Forwarders Connect.
- 7. FC created and maintains this Website as an information service to its clients and others. None of the information provided on the Website is represented or implied to be legal, accounting, financial or investment advice and FC does not invite and does not expect any person to act or rely on any statement, opinion, representation or inference expressed or implied on this Website.
- 8. All visitors to this website must make their own enquiries and obtain their own professional advice in relation to any issue or matter referred to herein.
- 9. Although Forwarders Connect attempts to provide accurate, complete and up to date information on its Website, it makes no warrantees, express or implied, as to whether information contained on its Website is accurate, complete or up to date. FC does not warrant or guarantee that its Website functions without error or interruption. As far as permitted by law, FC excludes all liability for any loss or damage, directly or indirectly, arising out of or in connection with the use of this website or the information set out herein or referable or linked to it and whether consequential or foreseeable or otherwise and howsoever arising.
- 10. By using the site or downloading materials from the site, you agree to abide by these Terms.

FORWARDERS CONNECT

- 11. The Forwarders Connect website and these Terms shall be governed by and construed in accordance with the laws of The Netherlands. Members and third-parties using the Freight Lounge B.V website irrevocably submits to the exclusive jurisdiction of the Dutch courts notwithstanding the jurisdiction where the member or third-party is based.
- 12. You acknowledge that access to some parts of the FC website may be provided subject to the acceptance of additional requirements or restrictions to those set out in these Terms. In the event of an inconsistency between these Terms and any additional requirements, the additional requirements will prevail to the extent of the inconsistency.
- 13. The Terms are subject to change at any time without notice and are effective as soon as posted to the Forwarders Connect website. Your continued use of the website constitutes acceptance of any modification to the Terms.
- 14. 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) apply to these proceedings. This clause is not intended to exclude Supreme Court appeal.