



TERMS AND CONDITIONS FOR CUSTOMERS

The use of the Cargoson's website and platform <https://www.cargoson.com/> (hereinafter the **"Platform"**) is subject to the present terms and conditions (hereinafter the **"Terms and Conditions"**) and all other rules and policies made available on the Platform.

The owner of the Platform is Cargoson OÜ, a private limited company established under the laws of the Republic of Estonia (registry code 14545832; address Kuldnoka tn 4, Tallinn 10619, Estonia; hereinafter referred to as **"Cargoson"** or the **"Party"**).

A person who registers the customer's account on Cargoson's Platform (hereinafter the **"Customer(s)"** or the **"Party"**) shall agree to and acknowledge that he or she has read, understood and agrees to be bound by these Terms and Conditions. In case the Customer's account is registered by Cargoson, the Customer shall receive an email to activate its account and, in addition to choosing a password, the Customer shall be required to agree to and acknowledge that he or she has read, understood and agrees to be bound by these Terms and Conditions. A natural person who activates the Customer's account and/or in any other way uses the Platform on behalf of the Customer confirms that he or she has the authority to agree with these Terms and Conditions on behalf of the Customer.

The Customer agrees to be bound by the following Terms and Conditions:

1. THE PROVISION OF SERVICE

- 1.1. Cargoson provides, administers, operates etc. the Platform that brings together the persons who are searching for a carrier to transport and deliver their goods and products (i.e. the Customers) and persons who provide transport services (hereinafter the **"Carrier(s)"**), enabling the use of Cargoson's Platform and the services provided thereon is hereinafter referred to as the **"Service"**).
- 1.2. Cargoson provides the following operations on the Platform in accordance with the Terms and Conditions:
 - 1.2.1. Cargoson registers the Customer's account on the Platform at the request of the Customer and enables access to it by all persons specified by the Customer who will be using the Service on behalf of the Customer (hereinafter the **"User(s)"**). The Customer's account is common for all the Users using the Platform on behalf of the Customer, i.e. the data is shared and visible to all Customer's Users and all Users shall also be bound by the Terms and Conditions;
 - 1.2.2. Cargoson provides the Customer's Users with personal usernames and passwords with which they can log in to the Platform. The Customer ensures that the User shall not share its username and password with other persons by any means;
 - 1.2.3. Cargoson links the Carriers who are of interest to the Customer with the Customer's account, as a result of which the Customer can submit price inquiries to the Carrier, receive price offers from the Carrier, submit transport orders to the Carrier and monitor the order if enabled by the respective Carrier;
 - 1.2.4. Cargoson's Platform enables the Customer to prepare and save price inquiries and transport orders before the price inquiries or transport orders are submitted to the Carrier;
 - 1.2.5. Cargoson's Platform enables the Customer to submit price inquiries and transport orders directly to the Carrier chosen by the Customer;

- 1.2.6. Cargoson's Platform enables the Customer to upload price offers and price lists submitted by various Carriers and to save and compare such price offers and price lists on the Platform. As the Carrier shall disclose the price lists only to the respective Customer, the Customer ensures that it shall keep the price lists confidential. Cargoson shall not, in any case, enable other Customers or other Carriers to access the price offers and price lists the addressee of which the Customer or the Carrier is not;
 - 1.2.7. the Customer can submit one-time price inquiries (spot inquiries) to several Carriers at the same time on the basis of the transport order data before submitting the final transport order to one particular Carrier;
 - 1.2.8. Cargoson's Platform enables the Carrier to submit respective price offer to the Customer's specific request;
 - 1.2.9. Cargoson's Platform enables a price offer made to the Customer outside the Platform (e.g. by e-mail) to be added to the Customer's account on the Platform;
 - 1.2.10. Cargoson's Platform enables the comparison of the estimated transport costs under one-time price offers and price lists submitted by the Carriers. Cargoson's Platform also enables the Customer to compare the offers submitted to the Customer by different Carriers.
 - 1.2.11. the Customer can submit transport orders to the Carriers via Cargoson's Platform, including in case the Customer has made no prior price inquiry or has not uploaded the price list on the Platform. The order shall be forwarded to the Carrier in a way previously agreed with the Carrier (via EDI, e-mail, etc.).
- 1.3. The details of the Service, including the extent of the data and functions made available to the Customer on the Platform and the fee payable by the Customer, shall be agreed upon in the terms of the subscription (hereinafter the "**Terms of the Subscription**"). The Terms of the Subscription shall be deemed to be agreed upon between the Parties as of the moment Cargoson receives the Customer's declaration of intent to be bound by the specific subscription (i.e. light, standard or premium) and its terms. The Terms of the Subscription shall be considered specific terms which form an integral part of the Terms and Conditions which shall function as general terms.
 - 1.4. The Platform is used as means for organising the provision of transport services. For the sake of clarity, Cargoson does not provide transport services. Transport services shall be provided by the Carrier under a separate contract for the carriage of goods which shall be considered entered into between the Carrier and the Customer when the Customer places an order to the Carrier and Cargoson shall in no way become a party thereto. The invoice for the transport services shall be sent directly by the Carrier to the Customer.

2. RIGHTS AND OBLIGATIONS OF THE CUSTOMER

- 2.1. The Customer has the right to:
 - 2.1.1. use Cargoson's Platform for ordering and receiving the Service;
 - 2.1.2. receive comprehensive information and assistance from Cargoson's contact person in matters related to Cargoson's Platform, Customer's account, Terms and Conditions and available subscription options.
- 2.2. The Customer is obliged to:

- 2.2.1. ensure that the Service is used only for its own purposes and internally in the Customer's company and no third party can access or use the Platform and/or the Service;
- 2.2.2. ensure that the Service is not used for any other purposes than specified in Section 2.2.1 of the Terms and Conditions, including that the Customer's Users do not resell, transfer or share in any other way the information obtained through the use of the Service, unless Cargoson has given its prior written consent to such use;
- 2.2.3. implement reasonable security measures to secure the handling of the data required to access the Service (e.g. the Users' passwords);
- 2.2.4. comply with all the applicable personal data protection requirements when processing personal data, including to comply with the restrictions on the transfer of personal data to foreign countries;
- 2.2.5. notify Cargoson at first opportunity of any change of contact information provided to Cargoson and submit the new contact information. If the Customer has not notified Cargoson of the change of the contact information, all notices, declarations of intent and other communication are considered duly submitted by Cargoson when sent to the addresses and contacts known to Cargoson at that moment.
- 2.2.6. present IP addresses from which the Service is used to Cargoson, if requested by Cargoson.

3. RIGHTS AND OBLIGATIONS OF CARGOSON

- 3.1. Cargoson has the right to:
 - 3.1.1. temporarily suspend the access to the Service and/or to the Platform for carrying out the repair and maintenance works of the Platform, by giving at least one-day prior notice to the Customer;
 - 3.1.2. for security reasons, suspend the provision of the Service and suspend access to the Service and/or to the Platform without any prior notice;
 - 3.1.3. use the data of the price offers and price lists sent to the Customer by the Carrier and thereafter uploaded by the Customer to the Platform in a non-personalised form for the better provision of the Service, analysis and development of possible new services and provision of the Service to all Customers. Cargoson shall not, in any case, disclose or otherwise share the price offers and/or price lists made available to Cargoson with other Customers or Carriers.
- 3.2. Cargoson is obliged to:
 - 3.2.1. provide access to the Service pursuant to these Terms and Conditions and the Terms of the Subscription;
 - 3.2.2. implement appropriate security measures to ensure the security and confidentiality of the data, including personal data disclosed to Cargoson;
 - 3.2.3. release the Customer from the obligation to pay for the Service for the time during which the use of the Service was hindered or restricted due to Cargoson's fault (e.g. server failures or other circumstances under the control of Cargoson) which shall be calculated in hours (rounded to the nearest hour), except in case of scheduled server repair and/or maintenance.

4. TERMS OF PAYMENT

- 4.1. The fee for the Service (hereinafter the “**Service Fee**”) is paid on the basis of an invoice submitted by Cargoson electronically according to the Terms of the Subscription.
- 4.2. The Customer shall make the payment within 10 working days as of the issuance of the invoice. If the invoice is not paid on time, the Customer undertakes to pay default interest in the size of 0.06% of the amount due for each day in delay until the due performance of the obligation.

5. CONFIDENTIALITY

- 5.1. The Party acknowledges that all non-public information, including but not limited to the technical, financial or commercial details (e.g. transport order details, usernames and passwords, price inquiries, price offers and price lists etc.) related to or affecting the operations of Cargoson, the Customer, the Carrier or their business partners which has been disclosed in whatever way or form in the process of providing the Service (hereinafter the “**Information**”) is confidential. The Information shall not be disclosed to any third party in whatever way or form, neither in part nor in full (hereinafter the “**Confidentiality Obligation**”), unless the disclosing Party has given its prior written consent for such disclosure, the receiving Party is obliged to disclose the Information under the applicable law or the disclosure is necessary for the provision or receipt of the Service (i.e. disclosure of the Customer’s Information to the Carrier in the extent that it is necessary for the provision of Service). The Parties’ professional advisors (e.g. lawyers, auditors, notaries and the employees of the credit and finance institutions) rendering services to any of the Parties shall not be deemed as third parties.
- 5.2. The Parties undertake to keep the Information confidential and not to use it for any other purpose than for the provision or receipt of the Service, including not to copy the Information in any way unless necessary for the provision or receipt of the Service. The Parties undertake not to disclose the Information to any other Customers or the Carriers other than the ones to whom such Information was initially addressed or intended to by the Customer or the Carrier.
- 5.3. Should Cargoson or the Customer breach the Confidentiality Obligation stipulated in Sections 5.1 or 5.2 of these Terms and Conditions, the Party in breach shall be liable for any direct damages caused to the other Party by such breach of the Confidentiality Obligation.

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1. Cargoson’s trade name, trademarks and all other intellectual property rights are solely and exclusively owned and operated by Cargoson. Cargoson retains the interest and all rights and titles in its trade name, trademarks, intellectual property rights and any parts thereof.
- 6.2. Any commercial use of Cargoson’s intellectual property is prohibited, unless Cargoson has given its prior written consent to such use.
- 6.3. As long as the Customer complies with these Terms and Conditions and with the Terms of the Subscription, Cargoson grants the Customer a royalty free, revocable, non-exclusive right to access and use the Platform in accordance with the Terms and Conditions, the Terms of the Subscription and the applicable law. The Customer may not transfer, sublicense or similar the right to access and use the Platform.

7. PERSONAL DATA

- 7.1. The Parties undertake to comply with all applicable data protection, privacy and security laws and regulations, including to handle and ensure that its employees and subcontractors handle the personal data in compliance with the Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 (hereinafter the “**GDPR**”). The Customer undertakes to hold Cargoson harmless of any claims that relate to the Customer having not acted in accordance with applicable data protection, privacy and security laws and regulations and the Customer shall compensate all costs and damages to Cargoson that Cargoson has incurred or has to incur as a result of such Customer’s non-compliance.
- 7.2. The Customer ensures that all personal data disclosed to Cargoson is accurate, up to date and the Customer has the authority and/or is entitled to disclose such personal data to Cargoson who is hereby further entitled to disclose this data to the Carriers. The Customer acknowledges that the Customer is the controller of the personal data made available by it to Cargoson via any means and the Customer shall ensure the compliance with the obligations of the controller stipulated in the GDPR and the applicable law.
- 7.3. Cargoson shall process the personal data made available to Cargoson by the Customer for the fulfilment of the Terms and Conditions and the Terms of the Subscription in accordance with the GDPR and other applicable laws and regulations. Cargoson shall not, in any case, be held liable for the processing of personal data by the Carrier (incl. the Carrier’s employees) or for any breaches by the Carrier (incl. the Carrier’s employees).

8. LIABILITY

- 8.1. The Carrier shall be solely liable for the due performance and quality of the transport services under the contract concluded with the Customer. Under no circumstances shall Cargoson become, either solely or solidarily with the Carrier, liable in front of the Customer, *inter alia*, for the content of the offers made by the Carrier through Cargoson’s Platform or for the due performance and quality of the transport services, in particular, for the loss or damage of cargo or for any other breach of contract for the carriage of goods or related contracts (e.g. the storage contract, the forwarding contract, etc.) by the Carrier. For the avoidance of doubt, Cargoson shall not be held liable in front of the Carrier for the payment of freight.
- 8.2. The Service shall be provided on an “*as is*” and “*as available*” basis. Cargoson does not represent, warrant or guarantee the availability of the Carriers and that any of the Carriers will answer the Customer’s request for the provision of transport services, any quality or quantity of the services of the Carriers available as at the time of the Customer’s request etc. Cargoson shall not be liable for any damage, unless caused by Cargoson intentionally or due to gross negligence, that the Customer may incur due to the following circumstances:
 - 8.2.1. any interruption, stoppage, suspension or other unavailability of the Service or any interruption, stoppage, suspension or other unavailability of the access to and/or use of the Platform (e.g. due to outage of servers, due to security reasons etc.);
 - 8.2.2. bugs, viruses, Trojan horses, etc. that spread or are transmitted by anyone to or through the Platform;
 - 8.2.3. deletion of any content or data or inability to save content or data on the Platform;

- 8.2.4. the transport order or any other data submitted by the Customer to the Carrier via the Platform, e-mail or any other means of communication does not reach the Carrier on time or not at all due to circumstances which are not attributable to Cargoson (e.g. the Carrier's API or EDI connection is not working or not working properly, the e-mails go to the Carrier's spam folder, the Carrier's mailbox is full, etc.).

9. AMENDING THESE TERMS AND CONDITIONS, TERMINATION OF THESE TERMS AND CONDITIONS AND SETTLEMENT OF DISPUTES

- 9.1. In case Cargoson amends the Terms and Conditions and/or the Terms of Subscription, Cargoson shall notify the Customer thereof when the Customer (i.e. any User) logs into the Customer's account on the Platform and requests the Customer (i.e. any and all Users) to agree to the new and/or amended version of the Terms and Conditions and/or the Terms of Subscription (the "**Amended Version**"). For the sake of clarity, any User who does not agree to the Amended Version shall not be able to place any new orders on the Platform. In case the Customer does not agree to the Amended Version, the Customer is entitled to prospectively terminate the Subscription and the Terms and Conditions immediately. In such case, all already active orders and Services shall be rendered pursuant to the version of the Terms and Conditions and/or the Terms of Subscription applicable as at the time of making the order.
- 9.2. The Subscription and thus also the Terms and Conditions may be terminated at any time by notifying the other Party one month in advance. Upon termination of the Subscription and the Terms and Conditions by the Customer, the Customer is obliged to pay for the Service for the calendar month during which the termination took place.
- 9.3. Upon termination of the Subscription and the Terms and Conditions and if the Customer has not deleted its account on the Platform itself, Cargoson will delete the Customer's account on the Platform together with the Users' means of access to the account.
- 9.4. Any dispute between the Parties that relates to the performance of the Terms and Conditions and/or the Terms of the Subscription shall be settled by way of negotiations. If the dispute cannot be settled by way of negotiations within a reasonable period of time, the dispute shall be settled by Harju County Court (Harju Maakohus).

10. FINAL PROVISIONS

- 10.1. The Terms and Conditions and the Terms of the Subscription are governed by the laws of the Republic of Estonia.
- 10.2. Cargoson reserves the right, at its sole discretion, to modify, add or remove the Terms and Conditions and the Terms of the Subscription at any time by posting such changes on the Platform. The continued use of the Service after such changes have been posted constitutes the Customer's binding acceptance of such changes.
- 10.3. Invalidity or unenforceability of any provision of the Terms and Conditions and/or the Terms of the Subscription shall not affect the validity or enforceability of any other provision of the Terms and Conditions and/or the Terms of the Subscription. If possible, the Parties shall substitute the invalid or unenforceable provision with a valid or enforceable provision that implies the intent and economic idea of the provision in question.
- 10.4. The Terms of the Subscription shall constitute an integral part of these Terms and Conditions.
- 10.5. In case Cargoson and the Customer have signed a separate agreement, which stipulates provisions that differ from the Terms and Conditions (incl. the Terms of



Subscription) or conflict with the Terms and Conditions (incl. the Terms of Subscription), the provisions of the separately signed agreement shall prevail. To the extent no other agreements have been signed between the Parties, the present Terms and Conditions (incl. the Terms of Subscription) shall apply.