

# SHIPPING FREIGHT COMPANY – WEBSITE TERMS OF USE

## 1. Definitions and Company Details

In these Website Terms of Use (“Terms”), “Shipping Freight Company”, “we”, “us” or “our” refers to **Shipping Freight Company B.V.** (the Netherlands) and, where applicable, its affiliated entities (including Shipping Freight Company LLC).

These Terms apply to the websites **shippingfreightcom.com**, **shippingfreight.eu**, and any other websites, portals, or applications operated by or on behalf of Shipping Freight Company (collectively, the “Website”).

For users located in the EU/EEA, the Website is primarily operated under Dutch law and EU regulations.

## 2. Freight Forwarder Status and FENEX Conditions

Shipping Freight Company B.V. acts as a **freight forwarder (expediteur)** and not as a carrier, unless expressly agreed otherwise in writing.

All freight forwarding and logistics services (including but not limited to sea freight, air freight, road freight, warehousing, customs support, and multimodal services) are performed subject to the **FENEX Dutch Forwarding Conditions (Nederlandse Expeditievoorwaarden – FENEX)**, as filed and applicable at the time of service. Upon request, we will provide a copy of the FENEX Conditions or a link to the official version.

Nothing on the Website constitutes a binding transport contract. Any service commitment becomes binding only upon written confirmation (including email confirmation) and/or an accepted quotation, as applicable.

## 3. General Use of the Website

Access to and use of the Website and any services made available through the Website are subject to these Terms. By accessing or using the Website (including downloading materials), you agree to be legally bound by these Terms.

If you do not agree, you must not use the Website.

You must be at least **18 years of age**, or the age of majority in your jurisdiction, whichever is higher, to use the Website.

Website content may not be used for commercial purposes without prior written consent from Shipping Freight Company.

## **4. Intellectual Property (Copyright and Content)**

Unless stated otherwise, all content on the Website (including text, graphics, logos, images, designs, layouts, software, and databases) is the property of Shipping Freight Company and/or its licensors and is protected under applicable intellectual property laws.

You may view, download, and print content solely for your personal, non-commercial use, provided you do not modify the content and you retain all proprietary notices.

Any commercial use, reproduction, redistribution, republication, or exploitation of Website content requires prior written consent from Shipping Freight Company.

## **5. Trademarks**

All trademarks, logos, service marks, and brand identifiers displayed on the Website are the property of Shipping Freight Company and/or its licensors. Use of any such marks without prior written permission is prohibited.

## **6. Licensing and Permissions**

If you wish to use any of Shipping Freight Company's brand assets, trademarks, or copyrighted content, you must obtain prior written permission.

Requests may be sent to: [ushakov@shippingfreightcom.com](mailto:ushakov@shippingfreightcom.com).

## **7. Your Account (Client Portal / Customer Account)**

If the Website is interactive and allows you to create a user account, access a customer portal, or upload and/or download information ("Account"), this section applies.

Our client portal and customer access environment are built on **Microsoft Dynamics (CRM)**, which is used to support customer interaction, operational coordination, and data visibility in accordance with these Terms and our Privacy Policy.

When you create an Account, you will be required to set up a personal user ID and password. You are responsible for maintaining the confidentiality of your login credentials and for all activities carried out under your Account.

We implement reasonable technical and organisational measures to protect the security and confidentiality of data stored in the Account. However, you acknowledge that the security of your Account also depends on your own actions, including using strong passwords, keeping credentials confidential, and changing your password regularly.

You are solely responsible for ensuring that no unauthorised person gains access to your Account, user ID, or password. You must promptly notify Shipping Freight Company of any actual or suspected unauthorised use of your Account or any security incident.

You agree:

1. to maintain the security of your user ID, password, and other confidential access details;
2. to notify Shipping Freight Company as soon as reasonably practicable of any actual or suspected unauthorised use of your Account;
3. to notify Shipping Freight Company when you no longer require access to your Account; and
4. to comply with reasonable instructions provided by Shipping Freight Company regarding Account use, maintenance, or correction.

To provide services, operate the Website and customer portal, and comply with legal obligations, you grant Shipping Freight Company the right to access, transmit, receive, monitor, retrieve, store, maintain, and use content and data within your Account, strictly to the extent necessary for those purposes and in accordance with applicable law, including the **GDPR/AVG**, and our Privacy Policy.

When you upload and/or download information to or from the Website or the customer portal, we use commercially reasonable security procedures. However, Shipping Freight Company does not guarantee that:

- a) transmissions will be fully protected against loss, misuse, or alteration by third parties;
- b) access to your Account will be uninterrupted or error-free; or
- c) security measures cannot be breached.

You must not use the Website or your Account to transmit, post, distribute, store, or destroy material:

- a) in violation of any applicable law or regulation;
- b) in a manner that infringes intellectual property rights or violates privacy or personal rights of others; or
- c) that is defamatory, unlawful, obscene, threatening, abusive, or hateful.

## **8. Information Submitted (Website Forms, Email, Chat)**

Any communication, information, or material submitted to Shipping Freight Company through the Website (including via email, quote request forms, contact forms, portal submissions, or other online channels) must be accurate, lawful, and not misleading.

Unless otherwise agreed in writing, submissions are treated as non-confidential for operational purposes (e.g., processing your request, preparing a quotation, arranging services, or responding to your enquiry). Shipping Freight Company may use the submitted information to provide services, improve operations, and maintain internal records, in accordance with applicable law and our Privacy Policy.

Shipping Freight Company is under no obligation to review or monitor user-submitted content, but reserves the right to do so where reasonably necessary for security, compliance, service quality, or operational purposes. We also reserve the right to refuse, restrict, remove, or delete

submissions (in whole or in part) where content is unlawful, inappropriate, or violates these Terms.

You are responsible for all submissions made by you (or on your behalf). You must not submit any material:

- that misrepresents your identity or uses a false email address;
- that is libellous, defamatory, false, obscene, violent, abusive, threatening, harassing, or discriminatory;
- that violates any applicable law, regulation, or these Terms.

If you use any chat function or messaging feature, do not submit confidential information (such as sensitive personal data, payment card details, or trade secrets) unless we explicitly request it through a secure channel designed for that purpose.

## **9. Prohibited Use**

You may use the Website only for lawful purposes. You agree not to:

- misuse the Website, introduce malware, or attempt unauthorised access to systems;
- interfere with Website performance or security (including DDoS attempts);
- scrape, copy, or harvest data using automated tools without permission;
- upload or transmit unlawful, infringing, defamatory, abusive, or otherwise prohibited content.

We reserve the right to restrict or terminate access where misuse is suspected.

## **10. Links to Third-Party Websites**

The Website may include links to third-party websites for convenience. Shipping Freight Company does not control, endorse, or assume responsibility for third-party websites, content, or policies. Accessing third-party websites is at your own risk.

## **11. Availability and Changes**

We may modify, update, suspend, or discontinue the Website (or parts of it) at any time. We do not guarantee continuous availability or error-free operation.

We may update these Terms by posting a revised version on the Website. Continued use of the Website after changes are posted constitutes acceptance of the updated Terms.

## **12. Disclaimer**

The Website and its content are provided on an “as is” and “as available” basis. To the maximum extent permitted by law, Shipping Freight Company disclaims all warranties, express or implied,

including implied warranties of fitness for a particular purpose, non-infringement, and availability.

Information on the Website is for general informational purposes and does not constitute a binding offer, professional advice, or guarantee of service availability, pricing, transit times, or performance.

### **13. Limitation of Liability**

To the maximum extent permitted under applicable law, Shipping Freight Company shall not be liable for any indirect, incidental, special, consequential, or punitive damages (including loss of profit, loss of data, or business interruption) arising from or related to your use of the Website.

Shipping Freight Company's aggregate liability for direct damages arising from use of the Website shall, where legally permissible, be limited to **EUR 200** per event/claim, unless mandatory law provides otherwise.

This limitation does not apply in cases of intent or gross negligence where such limitation is not permitted under Dutch law.

### **14. Severability**

If any provision of these Terms is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

### **15. Privacy Policy (GDPR/AVG)**

Our processing of personal data is governed by our **Privacy Policy** and applicable data protection laws, including the **EU General Data Protection Regulation (GDPR)** and the Dutch **AVG**.

By using the Website and submitting information, you acknowledge that your personal data may be processed in accordance with our Privacy Policy.

### **16. Governing Law and Jurisdiction (Netherlands)**

These Terms and any dispute arising out of or in connection with the Website shall be governed by the laws of **the Netherlands**.

Any disputes shall be submitted to the competent court in **Amsterdam, the Netherlands**, unless mandatory law provides otherwise.

### **17. Contact**

For questions regarding these Terms, please contact:  
**desk@shippingfreightcom.com**