

FREIGHT LOUNGE B.V

WORLDWIDE FORWARDERS NETWORK

WEBSITE USAGE TERMS AND CONDITIONS

- This website is operated by Freight Lounge B.V and its related entities under the domain name <u>www.freightlounge.network</u> (the Website). A reference to Freight Lounge B.V in this notice includes any related bodies corporate and related entities.
- 2. Freight Lounge B.V 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 Freight Lounge B.V. 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 Freight Lounge B.V 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 Freight Lounge B.V.
- 5. Freight Lounge B.V 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 Freight Lounge B.V 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 Freight Lounge B.V accepts no responsibility or liability for the content, use or availability of such websites.
- Links to Freight Lounge B.V websites are not permitted without the prior written consent of Freight Lounge B.V.
- 7. Freight Lounge B.V created and maintains this Website as an information service to its membership and others. None of the information provided on the Website is represented or implied to be legal, accounting, financial or investment advice and Freight Lounge B.V 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 Freight Lounge B.V 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. Freight Lounge B.V does not warrant or guarantee that its Website functions without error or interruption. As far as permitted by law, Freight Lounge B.V 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.
- 11. The Freight Lounge B.V 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 Freight Lounge B.V 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 Freight Lounge B.V website. Your continued use of the website constitutes acceptance of any modification to the Terms.
- 14. Any dispute, controversy, difference or claim arising out of or relating to these Terms, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (HKIAC) under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted.
 - 14.1 The law of this arbitration clause shall be *Hong Kong law.*
 - 14.2 The seat of arbitration shall be Hong Kong.



14.3 The number of arbitrators shall be one. The arbitration proceedings shall be conducted in *English.*



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BANK ABN AMRO BIC/SWIFT ABNANL2A