CARGOSON

# 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 Pärnu mnt 141, 11314, Tallinn, 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 *inter alia* the following features on the Platform in accordance with the Terms and Conditions:

1.2.1. the Customer (or Cargoson at the request of the Customer) registers the Customer's account on the Platform and enables access to the account by persons 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. The User's operations on the Platform are deemed to be the operations of the Customer to whose account the User is linked;

1.2.2. the Customer's Users have personal usernames and passwords with which they can log in to the Platform. The Customer ensures that the User does not share its login credentials with other persons by any means and observes the highest level of care in keeping the named data confidential. The Customer acknowledges that if more than one person uses the same account, the risk of data leakage is higher, and the Customer is fully liable for any such data leakage;

1.2.3. Cargoson's Platform enables linking the Carriers who are of interest to the Customer with the Customer's account, as a result of which the Customer can compare Carriers' pricelist estimated results, estimated $CO_2$ emission and lead times, 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.);

1.2.12.      API integration with the Customer's business software or e-commerce platform (if agreed upon in the terms of subscription).

1.3.      If a price list provided by the Carrier to the Customer has been uploaded to the Platform, Cargoson may provide the Customer with an estimate of the transport costs calculated based on the Carrier's price list and Cargoson's interpretation thereof. The Customer understands and acknowledges that the estimate is based on Cargoson's best understanding of the Carrier's price list, the estimate is not final or binding and Cargoson does not warrant in any way its accuracy or correctness and will assume no liability with respect to an inaccurate or incorrect estimate. The binding and final transport cost will be determined solely by the Carrier based on the contract between the Carrier and the Customer.

1.4.      The details of the Service, including the exact extent of the data and features 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 (e.g., Retail, Industry or Corporation) and its terms, or the Custom offer submitted by Cargoson. 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. In case of contradictions or discrepancies between the Terms of the Subscription and the Terms and Conditions,

the Terms of the Subscription will prevail. Cargoson is not responsible for the performance of the contract between the Carrier and the Customer.

1.5. 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 are provided by the Carrier under a separate contract for the carriage of goods which is entered into between the Carrier and the Customer independently of Cargoson and Cargoson will 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 the Service in accordance with the Terms and Conditions and the applicable law;

2.1.2. receive comprehensive information and assistance from Cargoson Support Team or 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 Service;

2.2.2. ensure that only the Users who are entitled to access the Service on behalf of the Customer have access to the Service on behalf of the Customer. If the User's employment or other relationship with the Customer ends or the User's access to the Service is no longer needed for any other reason, the Customer must promptly revoke the User's access to the Service by deactivating the User's account and, if relevant, changing the login credentials known to the User, to ensure the security and confidentiality of the data on the Platform;

2.2.3. 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;

2.2.4. implement reasonable and expectable security measures to ensure the secure and confidential handling of the data required to access the Service (e.g. the login credentials);

2.2.5. 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;

2.2.6. 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;

2.2.7. 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;

3.1.4.  present the Customer's name and logo on Cargoson's website. Upon the Customer's respective request, Cargoson will remove such data from its website.

3.2.  Cargoson is obliged to:

3.2.1.  provide 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 suspended, hindered or restricted due to Cargoson's deliberate breach or gross negligence, whereas such time will be calculated in hours (rounded to the nearest hour). In all other instances of suspension, hindrance, etc. of the Service, the Customer is still obliged to pay for the Service.

## 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 or using 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 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 herein, the Party in breach shall be liable for any damages caused to the other Party by such breach.

## 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, sublicence or similar the right to access and use the Platform.

6.4. Within 5 years from the conclusion of the Terms and Conditions between the Customer and Cargoson, the Customer undertakes to refrain from any direct or indirect activity that competes with the Service as the main object of these Terms and Conditions. In particular, the Customer may not develop, copy, distribute, offer for a fee or free of charge in the territory of the European Union any software or technology similar to the Platform offered by Cargoson or other software solutions offered to the Customer by Cargoson. In case of breach of this obligation, Cargoson has the right to demand the payment of a contractual penalty in the amount of 10,000 euros from the Customer.

## 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 and other persons operating under the control of the Parties 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's non-compliance 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 transportation costs or the performance of other Customer's obligations.

8.2. The Service shall be provided on an "*as is*" and "*as available*" basis. Cargoson does not represent, warrant or guarantee that the Service is uninterrupted and error-free. In the event of software malfunctions, Cargoson will try to fix them as soon as possible, but the Customer shall note that access to the Platform may be limited due to random technical errors and Cargoson cannot guarantee that the Platform will work without interruption.

8.3. 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.

8.4. Cargoson shall not be liable for loss of profit unless it is caused by Cargoson intentionally or due to gross negligence or the death of the other Party or damage to the health of the other Party is caused.

8.5. Cargoson's liability for damages is limited to 12 months' Service Fee unless the damage is caused by Cargoson intentionally or due to gross negligence or the death of the other Party or damage to the health of the other Party is caused.

8.6. Cargoson shall not be liable for the damage the Customer may incur due to the following circumstances, unless caused by Cargoson intentionally or due to gross negligence or the death of the other Party or damage to the health of the other Party is caused:

8.6.1. 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.);

8.6.2. bugs, viruses, Trojan horses, etc. that spread or are transmitted by anyone to or through the Platform;

8.6.3.  deletion of any content or data or inability to save content or data on the Platform;

8.6.4.  the transport order or any other data submitted by the Customer to the Carrier or *vice versa* via the Platform, e-mail or any other means of communication does not reach the Carrier or the Customer on time or not at all, unless it is caused by Cargoson intentionally or due to gross negligence (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.).

8.7.  Cargoson assumes no liability for any Customer or Carrier activity on the Platform or for the content uploaded by any Customer or Carrier on the Platform to the maximum extent permitted by applicable law.

## 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 to agree to the new and/or amended version of the Terms and Conditions and/or the Terms of Subscription (the "**Amended Version**"). In case the Customer does not agree to the Amended Version, the Terms and Conditions (including any Terms of Subscription) are considered terminated with immediate effect by Cargoson, without Cargoson having to submit a separate notice.

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.

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.  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.

10.3.  The Terms of the Subscription shall constitute an integral part of these Terms and Conditions.

10.4.  In case Cargoson and the Customer have concluded 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 concluded agreement shall prevail. To

the extent no other agreements have been concluded between the Parties regarding the same or similar services, the present Terms and Conditions (incl. the Terms of Subscription) shall apply.