TERMS OF USE
PLATFORM CARGOPILOT

Cargopilot BV (hereinafter "Cargopilot") offers you as a customer the opportunity to use the Cargopilot platform. By clicking on the acceptance button, you and your organization agree to these terms of use for the Cargopilot platform (hereinafter "Platform"). You can only agree if you are authorized by your organization to perform this legal act on behalf of your organization.

Artikel 1 Definitions

1.	Account:	the profile and the manner in which the User has access to the Platform by means of a login.
2.	Cargopilot	Cargopilot BV, registered in the municipality Kerkrade and with offices in Schiphol (1118 LA) at Shannonweg 3, Chamber of Commerce number 89722361.
3.	Service:	making the Platform available to one User.
4.	Transport Broker:	A third party with whom the User enters into an agreement for the transport of products using the Platform.
5.	User:	every registered user of the Platform with an account.
6.	Terms of Use	these terms of use platform Cargopilot.
7.	Credentials	a combination of e-mail address and password of the User with whom he has access to his Account.
8.	Platform	the Cargopilot platform.
9.	Transport agreement	The agreement between User and Transport Broker for the transport of products.
10.	Website	Website Cargopilot (www.cargopilot.com).

Article 2 General

1. Cargopilot is a platform where a User can enter into an assignment with a Transport Broker to send products from one location to another location (worldwide). Before the User agrees to the Terms of Use, we request the User to read them carefully. If the User has any questions about the Terms of Use, the User must contact us at support@cargopilot.com before using a Service.
2. Cargopilot has the right to change the Terms of Use from time to time, it is therefore important that the User regularly reviews them to stay informed of any changes to the Terms of Use.
3. The latest version of the Terms of Use is always stated on the Website. The User will be informed of changes to the Terms of Use by e-mail. After the User has been informed, the amended Terms of Use apply.

Article 3 Applicability of Terms of Use

1. These Terms of Use apply to all use of the Platform, but do not apply to any agreement concluded between the User and a third party via the Platform.
2. If the User concludes an agreement with a third party via the Platform, the general terms and conditions of this third party apply.
3. By using the Platform, the User agrees to the application of the Terms of Use. Conditions used by the User are expressly rejected by Cargopilot.

Article 4 Access Platform

1. Cargopilot reserves the right to withdraw, limit or modify access to the Platform for a User.
2. Cargopilot is not liable if for any reason the Service is unavailable at a certain time for a certain period.
3. The User is responsible for treating the Credentials confidentially. If there is any suspicion of abuse, the User must immediately contact Cargopilot so that it can take measures.
4. Cargopilot has the right to deactivate an Account temporarily or permanently for reasons of its own at any time. It will immediately inform the User of the deactivation.

Article 5 Inlog Platform

1. A new User registers using a registration form on the website.
2. Cargopilot conducts research into the User in the public registers to see whether they allows the User to use the Service.
3. If Cargopilot has decided to let the User use the Service, the User will receive a link to create a login name and password.
4. The account is always logged in using two-factor authentication (2FA) supplemented with an SMS. The Cargopilot SMS Program Conditions apply to Cargopilot's SMS service. These can be found on the Website.
5. The login is personal. If necessary, multiple login names can be created for a User if, for example, it is a company with multiple people who need access to the Platform. This is only possible in accordance with Cargopilot.

Article 6 Transport Agreement

1. Using the information on the Platform, the User concludes a Transport Agreement with a Transport Broker.
2. The general terms and conditions of the Transport Broker apply to the Transport Agreement.
3. Cargopilot excludes any liability regarding the agreement between the User and the Transport Broker. The transport of the products is entirely at the expense and risk of the User and/or Transport Broker.
4. Any cancellation conditions of the Transport Broker may apply. Cargopilot excludes any liability regarding any cancellations.

Article 7 Lawful use

1. User may only use the Service for lawful purposes. This means, among other things, that the User may not use the Platform in such a way that applicable local, national or international laws and regulations are violated. The User may also not use the Platform to trade illegal products.
2. The User does not provide a third party with unauthorized access to the Platform.
3. The User is not permitted:
   - To infringe on the Platform in any way;
   - To collect, index, extract or otherwise data mine data from the Platform;
   - Hack the Platform or pretend to be part of the Platform;
   - Placing worms and/or viruses or other forms of destructive code on the Platform.

Article 8 Interactive function

Cargopilot can offer the User the opportunity to be interactive (for example through a chat function) on the Platform. Cargopilot may limit this option if, in the opinion of Cargopilot, the User acts in violation of these Terms of Use. This will be communicated in advance with the User.

Article 9 Removal and Denial

1. If the User does not comply with the provisions of the Terms of Use Cargopilot has the right to take the following actions, without prejudice to the possibility to claim full compensation and take other (legal) measures:
   - Issuing a warning;
   - The immediate, temporary or permanent denial of the Service;
   - Initiating legal proceedings, claiming direct and indirect damages.
   - Informing the competent authorities if there is reason to do so.
2. Any delay or failure by Cargopilot to rely on legal and contractual rights does not imply or constitute a waiver of these rights or of future or other rights.

Article 10 Intellectual Property Rights

1. All intellectual property rights regarding the Platform and the content published on the Platform belong exclusively to Cargopilot, unless they belong to a third party. If these are with a third party Cargopilot has been given permission to use them.
2. The User is not free to copy, reproduce, republish, sell, sell, download, post, broadcast, transmit, make available to the public or otherwise use any content of the Platform without the express permission of Cargopilot.
3. The User has a non-exclusive license for an indefinite period to use the Platform software. This license will end as soon as the User no longer has access to the Platform.
4. The User guarantees that it does not infringe any Intellectual Property rights of a third party.

Article 11 Displayed information

1. The information posted on the Platform is expressly not intended as advice on which to rely. The User must check this information. Cargopilot is not liable and/or responsible for the content of the information or for the consequences thereof for the User.
2. Cargopilot uses third-party services to provide the Service.

Article 12 Liability and complaints

1. Cargopilot offers the Service as is and only to the extent available and offers no guarantees of any kind regarding the content of the information or the availability of the Service.
2. Cargopilot is in no way liable for any form of damage caused to the User using the Platform, except in the event that the damage or claims are the result of intent or gross negligence on the part of Cargopilot or its managers.
3. Any liability for indirect damage, including but not limited to consequential damage, loss of profit and loss of turnover, is completely excluded.
4. The damage is in any case limited to the amount that Cargopilot's professional liability insurance pays out.
5. If the Website cannot be reached by the User in any way (so-called downtime), Cargopilot is never liable for any damage, either for direct or indirect damage (such as consequential damage).
6. The user must immediately report the damage to Cargopilot after discovery, but in any case within 15 (fifteen) days after discovery, under penalty of forfeiture of the right to recover the damage from Cargopilot.

Article 13 Changes and/or adjustments to the Platform

1. Cargopilot does not guarantee that:
   - The Platform is regularly updated;
   - The Platform functions correctly and is up-to-date;
   - Errors and any inaccuracies on the Platform are resolved quickly and adequately;
   - The Platform has the highest possible uptime.
2. Cargopilot has the right, with notice to the User, to:
   - Make changes to the Platform;
   - Temporarily stop the Platform for maintenance;
   - Permanently discontinue the Platform and delete the Platform;
   - To unilaterally change or supplement the Terms of Use. The new modified version will be placed on the Cargopilot website.
3. Any changes or other agreements by Cargopilot staff or third parties only bind Cargopilot if they have been expressly confirmed in writing.

Article 14 Links to other websites

1. If the Platform contains links that refer to other sites or to third-party services, these links are for information purposes only. Cargopilot has no control over these sites or the quality of the services of these third parties and cannot be liable for them.
2. Cargopilot excludes any liability that may arise from the User's use of third-party sites or services.

Article 15 Privacy en right of complaint

1. When providing the Service, Cargopilot complies with all relevant laws and regulations in the field of privacy and protection of personal data, in particular the GDPR and the laws and regulations based on it. Cargopilot's privacy statement can be found at www.cargopilot.com.
2. If the User has a complaint, he can make this known via the e-mail address: support@cargopilot.com. Cargopilot will then contact you within 5 working days to discuss the complaint and look for a solution.

Article 16 Other provisions

1. If one or more provisions of these Terms of Use prove to be invalid, the remainder of the Terms of Use will remain in force. The Parties will consult with each other about the provisions that prove to be not legally valid to make a replacement arrangement that is. is legally valid and matches as much as possible the scope of the regulation to be replaced.
2. The possible nullity or unenforceability of one or more provisions of these Terms of Use does not affect the validity and enforceability of the other provisions of these Terms of Use in their entirety.
3. Cargopilot contacts its Users by posting messages on the Platform or by sending a message to the User's Account.
4. User can contact Cargopilot by sending a message to support@cargopilot.com.

Article 17 Governing law and Disputes

1. These Terms of Use and any disputes arising from them are governed by Dutch law.
2. All disputes between User and Cargopilot and related to these Terms of Use will be submitted to the competent judge of the Amsterdam District Court.