

USER AGREEMENT

Application Terms of Use

This Application operates as a marketplace to enable Users to post Jobs, While giving other users the ability to ship these goods around under contractual agreements

INFORMATION WHICH WE ARE REQUIRED TO GIVE YOU

Part A (the "**General Conditions**") and Part B (the "**Conditions**") of these terms and conditions set out the terms and conditions on which we will provide our services to you.

As a User you will be asked to confirm expressly that you have read and accept the Supplemental Conditions as well as the General Conditions.

The Conditions (as defined below) apply to the access to and use of the Application, and to any correspondence by e-mail between you and us. Please read these terms carefully before using the Application. Using the Application indicates that you accept the General Conditions regardless of whether or not you choose to become a user. If you do not accept the General Conditions, do not use the Application.

We may revise the Conditions at any time by updating this TOS. You should check the Application from time to time to review the current version of the Conditions because they are binding on you.

Any rights not expressly granted in these terms are reserved.

GENERAL CONDITIONS

DEFINITIONS

"Transporters" means a User who has submitted a quotation in respect of a Job.

"Conditions" Condition been applied onto the user accessing the application with intent to use.

"User" means a User who has posted a Job on the Application and/or interacting with it.

"Job" means the transportation request posted by the User on the Application.

"Register" Account creation for users who have accepted the Conditions.

"Application" means the software provided to you, the User.

"Transaction" means the agreement entered into between a Transporter and a User for the performance of a Job.

ACCESS

Whilst we endeavor to ensure that the Application is available 24 hours a day, we shall not be liable if, for any reason, the Application is unavailable at any time or for any period.

Access to the Application may be suspended temporarily and without notice in the case of a system failure, maintenance, or repair or for any reasons beyond our control.

CONTENT

Whilst we endeavor to ensure that the information on the Application is correct, we do not warrant the accuracy or completeness of the material on the Application. We may make changes to the material on the Application at any time and without notice. The material on the Application may be out of date, and we make no commitment to update such material.

The contents of the Application are provided "as is", and we provide no warranties in respect of such contents.

You are prohibited from posting or transmitting to or from the Application any material.

that is threatening, defamatory, obscene, indecent, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous,

inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience.

for which you have not obtained all necessary licenses and/or approvals.

which constitutes or encourages conduct that would be considered a criminal offence, gives rise to civil liability, is otherwise unlawful or infringes the rights of any third party or

which is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data).

You may not misuse the Application (including, without limitation, by hacking).

We will co-operate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity of, or locate, anyone posting any material in breach of this clause.

LICENCE

You are permitted to view, print, and download extracts from the Application for your own use on the basis that.

no documents or related graphics on the Application are modified in any way.

no graphics on the Application are used separately from the corresponding text and

our copyright notices and this permission notice appear in all copies.

Unless otherwise stated, the copyright and other intellectual property rights in all material on the Application (including, without limitation, photographs and graphical images) are owned by us. Saved as agreed otherwise, any use of extracts from the Application other than in accordance with the clause is prohibited, and if you breach this clause your permission to use the Application automatically terminates and you must immediately destroy any downloaded or printed extracts from the Application.

No part of the Application may be reproduced or stored on any other Application without our prior written permission.

DISCLAIMER

To the extent permitted by law we hereby exclude:

any liability for any direct, indirect, or consequential loss or damage incurred by any person in connection with the Application or in connection with the use, inability to use, or results of the use of the Application, any Applications linked to it and any materials posted on it, including, without limitation any liability for.

- (a) loss of income or revenue
- (b) loss of business
- (c) loss of profits or contracts
- (d) loss of anticipated savings
- (e) loss of data
- (f) loss of goodwill.
- (g) any other loss or damage of any kind.

This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation.

INFORMATION ABOUT YOU AND YOUR VISITS TO OUR APPLICATION

Any information about you that we process will be processed in accordance with our privacy policy. By using the Application, you consent to such processing.

TERMINATION

We may, at our sole discretion, restrict your access to the Application and/or refuse to correspond with you without prior notice where.

there is a regulatory or statutory change limiting our ability to provide access to the Application.

there is any event beyond our reasonable control preventing us from providing access to the Application (for example, and without limitation, technical difficulties, capacity problems and communications failures)

we consider that you are abusing the Application or are otherwise acting in breach of the Conditions.

LINKS TO AND FROM OTHER APPLICATIONS

Links to third party Applications on the Application are provided solely for your convenience. If you use these links, you leave the Application. We may or may not have reviewed all of these third-party Applications and do not control and are not responsible for their content or availability. We do not therefore endorse or make any representations about them, or any material found there, or any consequences of using them. If you decide to access any of the third-party Applications linked to the Application, you do so entirely at your own risk.

If you would like to link to the Application, you may only do so on the basis that you link to, but do not replicate, the home page of the Application, and subject to the following conditions.

you do not create a frame or any other browser or border environment around the Application.

you do not in any way imply that we are endorsing any products or services other than our own.

you do not misrepresent your relationship with us nor present any other false information about it.

You do not link from an Application that is not owned by you.

your Application does not contain content that we, in our sole discretion, consider to be distasteful, offensive, or controversial, in infringement of any intellectual property rights or other rights of any other person.

We expressly reserve the right to revoke the right been granted for breach of the Conditions and to take any action that we deem appropriate.

DOMAIN NAME PROTECTION

You agree not to register any domain name that is used for our Application.

GENERAL

Unless otherwise specified, the Application is directed solely at those who access it from the UK (United Kingdom). Should you choose to access the Application from locations outside the UK (United Kingdom) then you will be responsible for compliance with local laws if and to the extent local laws are applicable.

You warrant that it is legal for you to view the Application in the jurisdiction to which you are subject. You are responsible for compliance with all laws of that jurisdiction.

The Conditions constitute the entire agreement between ourselves as to your use of the Application.

The Conditions are governed by the laws of the UK (United Kingdom) and you agree to submit to the exclusive jurisdiction of the English courts.

CONDITIONS

REGISTRATION

Only those in a position to form legally binding contracts under UK(United Kingdom) law may Register. Registration is not open to persons aged under 18 or to any persons whose Usership has been suspended or terminated.

Each Registration is for a single user only. We do not permit you to share your user name and password with any other person nor with multiple users on a network.

Responsibility for the security of any passwords issued rests with you and you are responsible for all actions taken with your user name and password.

OUR SERVICES - NEUTRAL VENUE

We are not a transportation service provider. The Application acts as a neutral venue through which Transporters and Users can meet and enter into negotiations with a view to entering into Transactions. We are in no way involved in the actual Transaction. We have no, and assume no, control over the quality, safety, or legal aspects of the Jobs and Transactions that take place through the Application.

If you are a Transport Provider, you hereby agree that the Application is for shipping/transportation related services only and that work that you provide will only involve services. Except with our prior written agreement, you agree that you will not use your Usership as a means to market or sell any goods products or other services unrelated to the Job.

It is the responsibility of the User to select a Transporter for the provision of the Job and the responsibility of the User and the Transporter to negotiate the terms of the Transaction.

GENERAL DISCLAIMER

Your contract in connection with a Transaction will be with the other User and, as a result, we can give no commitments of any nature about the other User or the Job, whether as to quality, quantity, delivery, or price.

We assume no responsibility for claims made by Transporters with respect to their licenses, insurance, registration, Usership or any other claim. You agree that we operate as a neutral venue through which Users may agree on a price for a Job.

UNLAWFUL TRANSACTIONS

Users shall not use the Application for unlawful activities. Any Job or aspect of a Transaction carried out, or sought to be carried out unlawfully, by any User, is prohibited. It is for the Users to identify and adhere to such regulations.

TRANSPORTATION

The posting of Jobs for the transportation of certain items is prohibited or restricted. These include hazardous or dangerous goods. Generally, Jobs for the transportation of goods that cannot be sent through Royal Mail are not allowed to be listed on the Application.

Full responsibility for compliance with all laws and regulations that relate to the transportation of hazardous and restricted goods rests with the parties to the Transaction.

CANCELLATIONS

If a Job is cancelled by a Transporter, after a quote was accepted and no work has been carried out, the user may seek to file a Cancellation Request and have the Deposit returned to them. A cancellation request must be filed within 28 days of quote acceptance, requests made after this time will be invalid.

However, users should only make one once all reasonable attempts to reach an agreeable solution have been exhausted and it is clear that the Job will not be performed.

If the other party does not respond within the 24-hour period, your Cancellation will automatically be accepted.

FEEDBACK

We are unable ourselves to conduct any diligence on our Users, we do allow Users provide feedback each other's performance and/or the Job.

We have provided a feedback process that involves leaving a rating along with a comment about the performance of the user undertaking the job. A User's overall feedback score is the average score of the ratings that he or she has received.

You(user) accept that by posting a Job or by bidding on a Job, You agree to the terms that another User will and/or can leave feedback about you. You agree that the performance-based metric is influenced by these feedback sessions and nothing else. You agree that you will not use any feedback received on the Application. You agree to always use common sense and respect when leaving feedback about other users, You agree that this feedback could be potentially libelous feedback AND could result in legal claims being made against you. You agree that we, in no terms or conditions,

do not censor feedback or investigate it for accuracy, and that we are in no way legally responsible for any feedback that has been left.

Any use of profanity, libelous behavior, illegal activity, or any other form of abuse of the feedback function or any other part of the Application may result in a ban from further use of the Application.

ACCOUNT FLAGGING / REPORTING SYSTEM

You agree that, all users have been giving the ability to report others for reasons they deem to be breaking this agreement. You agree that with this power given to you, you will ensure that when reporting others that the information you provide to us is conforming with guidelines within the (FEEDBACK) Clause.

You agree that if you're indeed in terms of volition of the contract then you agree to any actions to you and your account.

INFORMATION YOU SUPPLY

You agree that you are responsible for the information you provide to us in the Registration and transportation process (which shall include anything posted on the Application) You agree that all of this Information must be true, legal, accurate, and non-fraudulent and you agree that you've done your due diligence to ensure that this information is.

You agree to use common sense and good judgement when conducting or posting any Information that you treat other users with respect.

FRAUD

No Fraud in any terms shall be permitted on this Application.

CONFIDENTIALITY/NON-DISCLOSURE

You hereby agree that any information stored about you is confidential and shall be our sole and exclusive intellectual property, and that any disclosure of our information to a third party is strictly prohibited. All obligations contained herein will survive the termination of this Agreement.

NO CONVICTIONS

You represent that you have not been convicted of a crime which is related in any way to transportation. You also agree that there is no current legal proceeding pending or proceeding under way about matters involving you.

