



EASEFREIGHT TERMS & CONDITIONS v1.0 03/2017

Introduction. [Back to top](#)

These Terms & Conditions governs your access and use of the website www.easefreight.com and the EASEFREIGHT web application and services (owned and operated by Easefreight SAS, registered in Bogota, Colombia. By using the website and/or web application, you agree for yourself and for your company to fully comply with and be bound by these Terms & Conditions each time you use the website and/or web application. Please review the following document carefully, before you start using the website and/or web application, and if you cannot agree to these Terms & Conditions, please leave the website and/or web application and do not use the services (defined below).

These T&C must be compliant in addition to the financial products associated to this service and to the conditions defined by the payment gateway for the purpose of making monetary transactions through EF. All text, information, graphics, audio, video, and data offered through the website, whether free to all or part of the paid Service, are collectively known as "Content". We may refer to Content provided by the Freight Forwarders as "Freight Forwarder's Content".

Definitions. [Back to top](#)

The terms "us" or "we" or "our" refers to **EASEFREIGHT**, the owner of the website.

From now on the term EF will replace EASEFREIGHT.

From now on the term T&C will replace Terms and Conditions.

From now on the term Easefreight inscribed Freight Forwarder will be replaced by EF FF

From now on the EF's Website, Services and Web App will be referred as EF Platform.

1. **Visitor:** is someone that merely browses the website.
2. **User:** is a person who has registered with the website to use the Service.
3. **Freight Forwarder (FF):** is a business that has agreed with EF to provide logistics and transportation services to the Users.
4. **Service:** Corresponds to the functionality offered by the EF's platform as a mean to provide international logistics services as quoting, booking, and electronic payment between users and FF..
5. **Payment Platform:** Refers to Clip Clap, administration entity of the payment gateway system through which the transactions referring to the services provided by EF are done, As well as the entities and commerce establishments affiliated to Clip Clap service providers.

The Service. [Back to top](#)

These Terms & Conditions constitute together with your booking confirmation and the invoice the agreement, which you are bound by. These Terms & Conditions regulate your relation to EF and supersedes all other agreements, representations, warranties and understandings with respect to the website, Content, Service, and the subject matter contained herein.

The EF User will also be bound by EF Forwarders' standard terms and conditions, when using their services. Please, read also these terms and conditions carefully, since they govern the actual transportation services and the EF USER's relation to the chosen EF FF.

Types of Service:

EF offers different types of Services, all described in this section and referred to as EF Services.

EF provides a service to connect cargo logistics Buyers with Sellers, in which the Visitors and Users (buyers) can review routes, rates and itineraries and only Users (buyers) can book and pay for freight forwarding services offered by the FF. The Terms & Conditions governs your legal rights and duties when using the website, Content, and Service.

EF Visitor Service: If you want to review Freight Services from FFs through the EF platform and you do not engage in a "Booking" you are a "EF Visitor". You can use the EF Platform to search for suitable FFs, obtain basic freight quotes for free.

EF User Service: If you want to review & purchase Freight Services from FFs through the EF platform



and you engage in a “Booking” you are a “EF User”. You can use the EF Platform to search for suitable FFs, obtain basic freight quotes, request additional services and facilitate procedures between Users and FFs.

EF FF Service: If you provide, offer to sell and sell Freight Services, and if you choose to authorize EF to offer your rates to Buyers through the EF Platform and you engage in “Selling” you are a “EF FF”. EF will act as your agent for the limited purposes of helping you to manage your rates, calculate prices, advertise basic freight quotes online, receive Orders, and/or collect payments online via the EF’s Platform.

EF E-commerce Services: If you operate an ecommerce platform, you are a “EF E-commerce Provider”. EF provides software scripts, plug-ins to e-commerce platforms, or other integrations in order to offer shipping solutions to your customers through your own ecommerce platform (Ecommerce Tools). EF may from time to time change these Terms & Conditions without specific notice to you. The latest version is always posted on the website. When using the platform, you are bound by the at that time current Terms & Conditions.

USER

EF's Relationship to You [Back to top](#)

These Terms & Conditions or your use of the services, does not create in any way, any agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship between you and EF. EF’s relationship to you is at all times that of an independent contractor.

We help you find Quotes & Freight Services from Sellers, Sellers (EF FF) are not agents, contractors, or otherwise affiliated entities of EF. We don’t endorse any Sellers, and we don’t in any way supervise, direct or control a Seller’s performance of EF Services, nor do we warrant that any Seller will meet your expectations in performing Freight Services. We are not obliged to conduct background checks on any Seller (EF FF), but we might do so on a discretionary basis. In order to assist you, we publish reviews of Sellers or vet particular Sellers from time to time, but we don’t guarantee the accuracy of any reviews and warn you that reviews can be misleading. Your access to and use of the EF Services is at your own risk.

Quote [Back to top](#)

If you intend on buying the EF’s Services, you can use the EF’s Platform to look for basic quotes, request additional pricing services and full all included quotes, as well as related terms for a shipment, pick-up and delivery of goods by an EF FF. In addition to discovering new FFs, and obtaining basic and full quotes, we added features to help you evaluate the FF (e.g. FF’s Customers Service Rating, Route Transit Time, Direct/Via Route and Freight Pricing). You can also manage your quotes, orders, payment and other documents. If you are only using the EF’s Services as a Buyer, you don’t need to pay to use the EF’s Services, only for the requested freight services.

You agree to pay the amounts presented to you in a Quote for an Order you make with a Seller, and any other amounts that you owe to the Seller in connection with an Order. You also agree to provide any documentation reasonably requested by a Seller for the purposes of your Order and you are responsible for the accuracy and timely submission of such documentation to the Seller, whether that occurs through the EF’s Platform or otherwise. We will use reasonable efforts to ensure that Quotes displayed on the EF’s Platform are all-inclusive. However, as we have already explained, each Seller has its own terms and conditions of sale which will apply to any Order you make with that Seller (EF FF), and you may be charged an amount that is additional to the amount of the Quote in certain circumstances. For example, if the Seller’s truck waits hours for your cargo, or your cargo weighs more than you declared, you are likely to incur extra charges in addition to what appeared in the relevant Quote, as determined by the Seller’s terms and conditions. Similarly most Sellers will disclaim liability for delays caused by force majeure events including weather and strikes.



Accepting Quotes [Back to top](#)

When you accept a Quote, we create a Booking Note (BN) order with transaction number on your behalf which is a legally binding agreement between you and the Seller who provided that Quote. Sellers, not EF, are responsible for honoring any Orders and performing the applicable Freight Services. The identity of the EF FF will be clearly marked on the Quote. As a Buyer, you agree to accept any terms, conditions, rules and restrictions associated with such Freight Services that are imposed by the seller (EF FF). You acknowledge and agree that you, and not EF, will be responsible for performing the Buyer's obligations of the Order and any other contracts with Sellers.

Booking Transactions [Back to top](#)

You understand that as a User you are responsible for providing accurate and correct booking information, including but not limited to service requirements, origin and destination locations, timing, cargo details, such as weight, measure, quantity and description, and contact details for shipper, consignee, pick-up and delivery locations. Repetitive failures in respect of providing accurate and correct booking information will result in your account being terminated. You are solely responsible for placing accurate descriptions of your shipping needs. Your failure to do so may result in EF FF having to charge you for any additional services and freight or for making changes to your, delaying shipments, or even cancelling their services to you.

Bookings on Hold [Back to top](#)

You agree that any bookings you put on hold are subject to changes in schedules, prices and any other part of the Service, which you have selected for the booking. EF FF have the right to change, update or remove services at any time, which will also impact bookings on hold. The Terms & Conditions applicable at the time you actual place the order, will govern the order - irrespective of whether other Terms & Conditions were applicable, when you put the booking on hold.

Buyer Payment Terms. [Back to top](#)

You agree to pay the Seller for the Freight Services associated with an Order. We act as the payment agent of the Seller (also known as agent of the payee). This means that we collect money from you on behalf of the Seller, which we then pass on to the Seller. At our discretion, we may request in respect of a particular Order that you pay the Seller directly, but any such Order remains an Order made through the EF's Platform. You represent and warrant that when you make a payment to EF as part of the Service that:

- a). Any debit/credit information you supply is true and complete.
- b). Charges incurred by you will be honoured by your bank or credit card company.
- c). You will pay the charges incurred by you at the posted prices, including any applicable taxes.
- e). If your initial payment method is dishonoured, you will still pay the charges incurred, including any surcharge we may incur due to such dishonoured payment.

Payment Policies. [Back to top](#)

We have our own policies and practices as to how and where we collect money from you and how we pass that money on to the Seller. Due to the complexities of our industry, policies and practices may vary depending on factors such as geography, volume and type of Freight Services, Buyer's track record, and Seller's track record. For example, we may accept part payment at the time of making an Order with the balance being required at a later time, such as prior to releasing the cargo from the destination country's customs. The terms of the payment policy applying to your Order will be presented to you at the time of making the Order and there may be further guidelines published from time to time in the SOP.

To improve the EF Platform, we reserve the right to make changes to our payment policies and practices at any time, for any reason and without advance notice to you. We will always make the current payment



policy and practice clear at the time of placing a Booking Note BN. We may at some point at our discretion offer different payment options such as the ability to pay in different currencies or through different payment mechanisms. We may also offer certain Buyers credit to make a payment at a later date. We reserve the right to charge extra fees for these arrangements ("Processing Fees") and if you select these services, your payment obligation with respect to such is directly to EF plus you agree to pay these Processing Fees to EF.

Payment Charge-Backs [Back to top](#)

While we actively support fighting payment fraud, EF has a zero-tolerance policy regarding payment charge-backs and ask that you contact us if you have an issue with the Service. However, if you start a chargeback process regarding the Service, EF reserves the right to terminate your account with immediate effect, and you will be liable to us for administrative costs in processing the charge-back.

Cancellation or Amendment of Bookings [Back to top](#)

Should you for any reason need to cancel or amend a booking you have made with an EF FF on the EF Platform, it is a matter solely between you and the EF FF and you agree not to involve EF in any way in such cancellation or amendment. You understand that EF has completed the Service when the booking has been placed and payment transferred to the EF FF, and that EF cannot assist you in relation to cancelled or amended bookings.

Refund Policy [Back to top](#)

We do not offer refunds for the Service. If for any reason you feel entitled to a full or partial refund regarding the transportation services, it is solely a matter between you and the EF FF with which you have placed your booking. We recommend that you read the individual EF FF's Refund Policy as posted on their websites before placing any bookings.

Cargo Readiness [Back to top](#)

It is your responsibility to ensure that cargo is ready for collection/consolidation/transportation before it is handed over to the EF FF. For specific requirements on cargo readiness, it is recommended that you review the Forwarder's requirements for document and cargo cut-offs when placing your order in the EF Platform. EF assumes no responsibility for additional delay or loss as a result of your failure to comply with the EF FF's requirements for Cargo Readiness.

Cargo Types & Customs Clearance [Back to top](#)

Cargo booked on EF must be standard dry cargo. The rates available online are not valid for dangerous cargo, temperature controlled cargo, personal effect or similar. Contact us for a spot quote if your cargo belongs to one of these categories. When booking transportation on EF, for shipments where customs clearance is required, the customs clearance is default included in the price when selecting the service, specifically customized for your cargo.

Forwarder Reviews [Back to top](#)

You understand that as a User you are able to place Reviews and Feedback of EF FF's service performance on the website. Such Reviews and Feedback must be professional and sober and may not contain any foul language. EF reserves the right to, at any time, without offering reason, delete reviews or feedback not found appropriate for the website.

All reviews, comments, feedback or information submitted, as part of the EF FF Review shall be considered non-confidential and EF's property. By submitting such reviews, comments, feedback or information you agree to a no-charge assignment to EF of worldwide rights to use, copy, modify, display and distribute the submissions. EF may use such comments, information or materials in any way we choose in an unrestricted basis.



Representations [Back to top](#)

If you are a Buyer, by using the EF's Services you represent to EF and to Sellers that you understand the way in which Freight Services work and that you hold all the necessary permits to legally procure any Freight Services that you buy.

SOP. [Back to the top](#)

While we are in no way a party to the Order agreement between you and Seller, we do want to help Buyers and Sellers to have a more predictable experience when they meet each other on the EF's Platform. You therefore agree that under certain circumstances as specified by EF, the terms listed under "Standard Terms of EF's FF Quotes Network" in the SOP will become part of the Order agreement between you and the EF FF, subject to any conflicting terms imposed by an EF FF in a particular Order which will take precedence.

Grace Period. [Back to the top](#)

From time to time to improve the usability of the EF Network, and in our absolute discretion, we may set a grace period of a specified duration (for example, 24 hours) after an Order is made ("Grace Period"), during which either you or the Seller may cancel the Order for any reason, and in the event of such a cancellation, you and the Seller will have no further responsibility to one another for the cancelled Order. If a Grace Period applies, we will state this clearly at the time that the Order is made.

Insurance, Customs Brokerage and Import Duties. [Back to top](#)

Unless specifically stated, freight insurance and customs brokerage charges are not included in a Quote for Freight Services. Import duties you may have to pay to the destination government are never included unless the Quote explicitly states Delivery Duty Paid (DDP). Value added tax and/or sales tax (if applicable) are only included if they are specifically listed in the fee breakdown of an Order.

Network Integrity [Back to top](#)

You agree not to use the EF Platform for any unlawful purpose or any purpose prohibited by these Terms & Conditions or the Privacy Policy.

As a User, you agree not to:

- a). use any device, software or technique to interfere with or attempt to interfere with the proper working of the website;
- b). post or transmit any unlawful, fraudulent, harassing, libelous, or obscene information of any kind to the website;
- c). post or send any information that contains a virus, bug, or other harmful item to the website;
- d). post or transmit any information in violation of another party's contractual rights or copyright or other intellectual property rights into the website;
- e). take any action which imposes an unreasonable or disproportionately large load on the website infrastructure;
- f). use any device or technology to provide repeated automated attempts to access any portion of the website;
- g). use the website in any manner that could damage, disable, overburden, or impair the website or interfere with any other party's use and enjoyment of the website;
- h). attempt to gain unauthorized access to any Service offered on the website, including, but not limited to, access through other accounts not legally registered to Users, through any means;
- i). pass login details or passwords to any third party without written consent from EF; and
- j). use any robot, spider or other automatic device, process or means to access the website, or use any manual process to monitor or copy content from the website for any other unauthorized purpose without



EF's prior express written permission.

Users may not obtain or attempt to obtain any information through any means not intentionally provided to Users by EF. In addition, Users agree not to copy, modify, adapt, reproduce, translate, distribute, transmit, reverse engineer, decompile, or disassemble any aspect of the website (including any prices or service descriptions).

You acknowledge that EF has the right, but no obligation, to monitor the website and to disclose any information necessary to operate the website, to protect EF's, Users and FF, and to comply with legal obligations or governmental requests.

E-commerce Services: [Back to top](#)

If you are an E-commerce Provider and you make Quotes available to your customers through your ecommerce platform (for example, in the "shipping" section of your shopping cart functionality), you function as a Buyer of the Freight Services for the purposes of this Agreement and all of the terms of this Agreement that apply specifically to Buyers, including all the terms, apply to you. Alternatively, EF may also allow you to obtain shipping price estimates and to present the EF's Shipping Estimates to your own customers together with a hyperlink to the EF's Platform, in which case your customers will be free to become Buyers in their own rights.

Disputes with Sellers. [Back to top](#)

We encourage you to communicate directly with Sellers (EF FF) regarding any Orders that you make (whether using communication tools on the EF's Platform or offline). If you have any concerns about any Order, you should try to resolve your concerns directly with the Seller (EF FF) in question. If you are not able to resolve your concerns with the relevant Seller, you can make a formal complaint to us and we will address such complaint as we consider appropriate under the circumstances. By using the EF's Platform, you agree that any legal remedy or liability that you seek to obtain for actions or omissions of Sellers (EF FF) or other third parties will be limited to a claim against the particular Sellers or other third parties who caused you harm, and you agree not to attempt to impose liability on us, or seek any legal remedy from us with respect to such actions or omissions.

Validity of the basic quote. [Back to top](#)

There is a period of validity for a basic quote of 3 working days. Basic quotes are intended for reference purposes, nevertheless, if you book based on a basic quote in the in between you can use it to book a service.

FREIGHT FORWARDERS

About the EF Platform. [Back to top](#)

You can use the EF's Platform to sell your Freight Services to Users (Buyers) introduced by EF. As a Seller (FF), you will use your own Custom Site and Account to control which of your Freight Services are actively offered to Buyers through the EF Platform. You may also have the opportunity to filter which categories of Buyers see Quotes generated for your Freight Services.

Representations. [Back to top](#)

If you are a Seller, by using the EF's Platform you represent to EF and to Users (Buyers) that you understand the way in which Freight Services work and that you hold all necessary permits, licenses, knowledge and experience to offer the Freight Services that you provide.



Reselling. [Back to top](#)

Businesses which are both Buyers and Sellers (FF) may configure the EF Platform to automatically search for Quotes which are available for them to Buy, markup the prices in those Quotes, and use that in creating a Quote which they offer to Sell ("Reselling"). Often the resold Freight Services will be combined with broader Freight Services.

As a Seller you agree that any Buyer to whom you permit to see your Quotes through the EF's Platform may engage in Reselling, that is may use the EF's Platform to automatically create Quotes which are based, or partly based, on the prices in your Quote, plus an optional (positive or negative) markup. Although they use your price in Quoting, should they secure the Order they are not obliged to order the relevant part of the Freight Service from you. Of course, you may also Resell Freight Services offered to you by other Sellers, and use that to increase the range of Freight Services you offer for Selling (for example you can use Reselling to offer Freight Services on new trade lanes and modes (AFR; OFR: LCL & FCL, Inland), or extending a port-to-port offering to door-to-door). Please remember that when you Resell you are entering into two bilateral agreements with the Seller who is supplying you and with the Buyer you Sell to, and EF is a party to neither agreement.

Contract with User (Buyer). [Back to top](#)

If a User (Buyer) engages you for provision of Freight Services by making a Booking Note (BN), the Booking Note (BN) Order agreement and any subsequent agreement that you enter into with the Buyer will be between you and the Buyer only. We don't act as your insurer, broker, contracting agent or other representative. You acknowledge and agree that you, and not EF, are and will be responsible for providing the Freight Services and performing your other obligations under of any agreements with Users (Buyers), and we are not a party to such agreements and disclaim all liability arising from or related to such agreements. That said, in order to help us collect payment on your behalf, we may on rare occasions request that you hold off releasing cargo to a Buyer if the Buyer has not fulfilled its payment obligations.

No Endorsement of Buyers. [Back to top](#)

We don't endorse any Users (Buyers). We are not obliged to conduct background checks on any Buyer, but we might do so on a discretionary basis and we may vet particular Buyers from time to time. Your access to and use of the EF Platform is at your own risk and we encourage you to do your own research and due diligence on any Buyer with which you may engage through an Order, just like you would if you found a Buyer outside of the EF Platform.

No Endorsement of Sellers. [Back to top](#)

We don't endorse any EF FF or Freight Services, and using the EF Platform does not mean that you or your Freight Services are endorsed in any way by us. We don't necessarily conduct background checks on any EF FF, but we reserve the right to do so on a discretionary basis and you agree to co-operate with us and to provide us with all information we request from you in the event that we decide to conduct a background check on you as well as accurate information for us to place in your profile in the EF's Platform. You are not an agent, contractor, employee or affiliated entity of EF and we do not in any way supervise, direct or control your performance of Freight Services.

Subagent. [Back to top](#)

In order for EF to find more customers for you, you authorize EF to appoint sub-agents who may also market the Quotes that are generated for your Freight Services via the EF Platform.

Disputes with Buyers. [Back to top](#)

We encourage you to communicate directly with the User (Buyer) regarding any Booking Note (BN) that a



Buyer makes with you. If you have any concerns about any Order or Buyer, you should try to resolve your concerns directly with the Buyer in question. If you are not able to resolve your concerns with the relevant Buyer, you can make a formal complaint to us and we will address such complaint as we consider appropriate in the circumstances. By using the EF's Platform, you agree that any legal remedy or liability that you seek to obtain for actions or omissions of Users (Buyers) or other third parties will be limited to a claim against the particular Users (Buyers) or other third parties who caused you harm and you agree not to attempt to impose liability on us, or seek any legal remedy from us with respect to such actions or omissions.

Seller Fees. [Back to top](#)

Quote and Applicable Terms: You agree that the price that a Buyer will pay for your Freight Services is the amount specified in the Quote selected by the Buyer. Although the Quotes are generated through the EF Platform, they are still your Quotes and you are bound by the Quote which is selected by the Buyer. It is your obligation to ensure the accuracy and currency of tariffs, data and other user content provided to us through the EF's Platform, which is used to generate Quotes. We encourage you to regularly check and test this aspect when you use the EF's Platform to ensure that details such as prices, transit time and terms and conditions are displayed correctly and that the Quotes generated by the EF's Platform on your behalf for your Freight Services are accurate and meet your requirements.

SOP. [Back to top](#)

While we are in no way a party to the Order agreement between you and User (Buyer), we do want to help Users (Buyers) and EF FF to have a more predictable experience when they meet each other on the EF's Platform. You therefore agree that in certain circumstances, specified by EF, the terms listed under "Standard Terms of EF Network Seller Quotes" in the SOP will become part of your Quote and therefore of the Order agreement between you and the User (Buyer), subject to any conflicting terms imposed by you as Seller in a particular Order which will take precedence.

Remittance of Funds. [Back to top](#)

We will charge you a marketing success fee "Seller Fee" for each Order made with you by a User (Buyer). Seller Fees are described in EF's Price List. We reserve the right to change the Seller Fees from time to time but we will notify you of any changes in advance of their implementation. We will invoice you the EF Fees to FF and either:

- a). Deduct the Seller Fees from the payments made by Buyers collected by us on your behalf before remitting funds to you, in which case you authorize us to make such deduction, or
- b). In case we don't make such deduction you agree to pay the Seller Fees within thirty days of the date of an invoice we send you.

Payment Policies. [Back to top](#)

We aim to have our EF FF paid in a timely and convenient manner. We have our own policies and practices as to how and when we collect money from Users (Buyers) and how we pass that money on to you, and under what circumstances (if any) we guarantee payment to you if a User (Buyer) doesn't pay us. These policies are detailed in the SOP. We reserve the right to make changes to our payment policies and practices at any time and for any reason, but we will notify you of any changes by email and/or posting to the EF's Platform.

Non-Circumvention. [Back to top](#)

We've worked hard to develop the EF Platform and we have invested and continue to invest a lot of time and money in connecting you with Buyers. When a specific User (Buyer) makes a Booking Note (BN) with you through the EF's Platform for Freight Services, you agree that for at least twelve (12) months you will sell Freight Services to that Buyer either via the EF's Platform, or if you accept any order from that Buyer



during that time period not via the EF's Platform, you will immediately inform EF in writing, and EF FF Seller Fees will apply as if the order was placed via the EF's Platform ("Non-circumvention"). We reserve the right to charge you additional fees, to terminate or suspend your Account, or to do any combination of the foregoing in respect of any breach of this Section by you. Non-circumvention will not apply if the same Buyer had ordered services from your organization in the six months prior to the Initial Order.

Non-circumvention will also not apply if a different part of your organization sells to the User (Buyer) coincidentally, without being aware of any Order from that Buyer that came through the EF's Platform, or if the sale is the result of a general solicitation which would have occurred irrespective of whether EF FF and User (Buyer) were previously introduced by EF. Non-circumvention will not apply with respect to selling services which are not offered on the EF Marketplace.

Data Services [Back to top](#)

EF may offer the Data Services from time to time, as services to convert carrier contracts and other freight tariffs and their updates/amendments into a format that can be imported into the EF's Platform, or services to convert freight tenders (also known as RFQs or bids) between different Excel formats.

You will pay us monthly fees for our performance of the Data Services, either according to the EF's Price List, if you have chosen a standard Data Services package listed there, or calculated in accordance with the terms set out in a punctual negotiation.

We will invoice you on or after the last day of a calendar quarter (or on another schedule otherwise agreed with you) for all applicable fees for the Data Services performed in that calendar quarter. You agree to pay all invoices within 15 days of the date of the invoice.

All data you provide in the context of the Data Services is Customer Content for the purposes of this Agreement. However, EF will retain ownership of any reusable templates we create which do not contain any pricing information, including templates for reading the structure of carrier-specific tariffs, or templates for reading and writing shipper-specific tenders, and carrier surcharges which are not customer specific data. Template Data is not Customer Content.

Disclaimer: We will use commercially reasonable efforts to provide the Data Services in a timely manner and free of errors. However, you are responsible for the data that you provide to us both before and after it has been processed through the Data Services. You must check the accuracy of your data after engaging the Data Services. For example, if we convert and import a freight tariff for you, you should check that the resulting Quotes or rates are accurate. We expressly disclaim any and all liability arising from or related to any errors in data that occur as a result of our provision of Data Services.

Statements of Work. If you want to engage EF to perform Data Services, we'll prepare a statement of work or purchase order that describes specific Data Services to be performed for you by us, that we both sign (any such document is called a "Statement of Work"). Each Statement of Work will expressly refer to this Agreement, will form a part of this Agreement, and will be subject to the terms and conditions contained in this Agreement.

We will each designate in the Statement of Work one or more individuals who will serve as the point(s) of contact between us for all matters relating to the Data Services to be performed under that Statement of Work and we may change the designated contacts from time to time.

Mutual Non-Disclosure Agreement [Back to top](#)

Confidential Information. "Confidential Information" means:

- a). EF Materials and EF Content.
- b). Users (Buyers) Content.
- c). Any business or technical information that a party discloses to the other party and designates as "confidential" or "proprietary" at the time of disclosure.
- d). Any information that, due to its nature or the circumstances of its disclosure, the receiving party knows or has reason to know should be treated as confidential or proprietary.

Exclusions: Confidential Information does not include information that:



- a). Is or becomes generally known to the public through no fault or breach of this Agreement by the receiving party.
- b). Is rightfully known by the receiving party at the time of disclosure without restrictions on use or disclosure.
- c). Is independently developed by the receiving party without use of the disclosing party's Confidential Information.
- d). Is rightfully received by the receiving party from a third party, who has the right to provide such information and who provides it without restrictions on use or disclosure. In addition, if a company sets up a Business Account and associates Authorized Users' Accounts with the Business Account as contemplated in this document, Customer Content will be accessible by all associated Account holders via the EF's Platform, subject to the EF's Platform settings. Similarly data may be shared between linked Business Accounts of affiliated businesses.

Use and Disclosure Restrictions: Each party will not use any Confidential Information disclosed by the other party except as necessary for the performance or enforcement of this Agreement and will not disclose such Confidential Information to any third party except to those of its employees and subcontractors who have a genuine need to know such Confidential Information for the performance or enforcement of this Agreement; provided that each such employee and subcontractor is bound by a written agreement that contains use and nondisclosure restrictions consistent with the terms set forth in this Section. Each party will employ all reasonable steps to protect all Confidential Information disclosed by the other party from unauthorized use or disclosure, including, but not limited to, all steps that it takes to protect its own information.

The foregoing obligations will not restrict either party from disclosing such Confidential Information:

- a). Pursuant to the order or requirement of a court, administrative agency, or other governmental body; provided that the party required to make such a disclosure gives reasonable notice to the other party to contest such order or requirement.
- b). To its legal or financial advisors.
- c). As required under applicable securities regulations.
- d). Subject to customary restrictions, to present or future providers of venture capital and/or potential private investors in or acquirers of such party.

Order Details. [Back to top](#)

Inter-business documents which are addressed to another business such as Quotes, Orders, Invoices and Receipts will be shared between the applicable Buyers and Sellers as part of the functionality of the EF Services.

GENERAL

Termination of Your Account. [Back to top](#)

This Agreement will commence when you accept its terms, and unless terminated earlier in accordance with the terms of this Agreement, will remain in force and effect for as long as we are providing EF Services to you.

You understand and agree that if you do not login to the website at least every 180 days, EF reserves the right to automatically terminate your account without notice. Also, if you violate these Terms & Conditions, we reserve the right to terminate your account without notice. If we have reason to suspect abuse or a substantial breach of this agreement, we may terminate your Account at any time at our sole discretion and will only provide notice if we feel it is reasonable and feasible to do so.

You may also terminate your account for convenience, when all ordered services are finalised by sending an email to us at info@easefreight.com. You understand that if your account is terminated, you will lose access to all of the User Content and that we are not required to provide you with copies of such User Content nor continue to maintain copies of such User Content on the website.

Survival. The rights and obligations of the parties contained in the following Sections will survive



termination of this Agreement or any Statement of Work: Intellectual Property; Data Maintenance and Backup Procedures; Disputes with Sellers; Disputes with Buyers; Non-Circumvention; Data Services Disclaimer; Mutual Non-Disclosure Agreement; Our Enforcement Rights; Audit; Effect of Termination; Orders that are Still in Process; Survival; Warranties; Indemnity and Limitation of Liability.

Orders that are Still in Process. If you are a EF FF, in the event that upon the expiration or termination of this Agreement, a Buyer has a copy of a valid unexpired quote from you, and wishes to place an Order, or the performance of Freight Services under an Order made through the EF Platform is ongoing, the expiration or termination of this Agreement will not affect the terms of such Quote or Order.

EF FF are obligated and agree to carry out the Freight Services specified in such Order to completion in accordance with the terms of the agreement between the Seller and Buyer for the Order in question and Buyers are obligated and agree to fulfil their obligations under such Order, including payment obligations to us (EF).

Your Legal Compliance [Back to top](#)

You agree to comply with all applicable domestic and international laws, statutes, ordinances, and regulations regarding your use of the website, content, and service.

Privacy Policy [Back to top](#)

Our Privacy Policy is considered part of these Terms & Conditions. You must review this Privacy Policy available from the website.

Our Intellectual Property [Back to top](#)

The website contains our marks and trademarks as well as those of our affiliates or other companies, in the form of words, graphics, and logos. Your use of the website, Content, or Service does not constitute any right or license for you to use these marks or trademarks, without the prior written permission of EF. The copying, redistribution, use or publication by you of any such Content, is strictly prohibited. Your use of the website, or Service does not grant you any ownership rights to the Content.

Professional Advice Disclaimer [Back to top](#)

You hereby acknowledge that nothing contained in the website, Content, or Service shall constitute professional advice. EF makes no guarantees with regard to the services provided by EF FFs or to the accuracy of Content as placed by Forwarders. You agree that your use of the website, Content, or Service is solely your responsibility and that EF and our EF FF have no liability for your actions or reliance upon the EF Platform.

Content Disclaimer [Back to top](#)

The Content on the website, such as, but not limited to, Services and Prices, may be changed without notice. We undertake no obligation to update any Content on the website. EF FFs are responsible for their own Forwarder Content, where applicable, and may update their Forwarder Content at any time without notice and at their sole discretion.

Warranties Disclaimer [Back to top](#)

The EF platform and services are provided as is, without warranty of any kind. Without limiting the foregoing, we explicitly disclaim any warranties of fitness for a particular purpose, and any warranties arising out of the course of dealing or usage of trade. We make no warranty that using EF platform or services will result in higher numbers of customers or increased revenue for you or your business. We make no warranty that the EF platform or services will meet your requirements or be available on an uninterrupted, secure, or error-free basis.



Errors, Corrections and Changes [Back to top](#)

We do not represent or otherwise warrant that the website will be error-free, free from viruses or other harmful components, or that we will correct any errors. We may make changes to the website, Content, or Service at any time. The EF Platform may be temporarily unavailable from time to time for maintenance or other purposes. EF is not responsible for any technical malfunction or other problems of any telephone network or service, computer systems, servers or providers, computer or mobile phone equipment, software, failure of email or players on account of technical problems or traffic congestion on the Internet or any combination thereof, including injury or damage to User's or to any other person's computer, mobile phone, or other hardware or software, related to or resulting from using the website or Service, including without limitation any software provided through the website or Service.

Eligibility and Registration for Users [Back to top](#)

You may view some of the Content without becoming a User of the website. However, to use the Service, you must register with the website and become a User. Your account is not transferable or assignable. Users must be 18 years of age or older. Any registration by anyone under such age, is void and in violation of these Terms & Conditions. By using the Service, you represent and warrant that you are at least 18 or older. EF has the sole right and discretion to determine whether to accept a User, and may reject a User's registration, with or without explanation.

When the registration process is complete, you will be able to set a password that will allow you to access the Service. You agree to keep this password confidential. You are responsible and liable for any loss or damages resulting from any third party's unauthorized use of your password. EF is not liable for any loss or damages arising from any third party's unauthorized use of your password - irrespective the reason. The information, which you submit in the registration process and the information update in your account, shall always be complete and accurate, It's your responsibility to keep this information accurate.

Linking to the website [Back to top](#)

You may provide links to the website, provided (a) that you do not remove or obscure, by framing or otherwise, any portion of the website, (b) your website does not engage in illegal or immoral activities, and (c) you discontinue providing links to the website immediately upon request by us.

Links to Other Websites [Back to top](#)

The website may, from time to time, contain links to third party websites. These links are provided solely as a convenience to you. By linking to these websites, we do not create or have an affiliation with, or sponsor such third party websites. Inclusion of links for any website on the website does not mean that we endorse, guarantee, warrant, or recommend the Service, information, content and/or data of such third party websites.

Limitation of Liability [Back to top](#)

EF nor any other party involved in creating producing or delivering EF platform services shall not be liable for any incidental, special, exemplary or consequential damages, including loss, injury, claim, liability, or damage of any kind resulting in any way from:

- a). Services provided by Forwarders.
- b). Any errors in or omissions from the website, Content, or Service.
- c). The unavailability or interruption of the website or Service.
- d). Your use of the website, Content, or Service.
- e). Any delay or failure in performance of the EF Platform.
- f). The cost of substitute services arising out of or in connection with this agreement.

Whether based on warranty contract, tort (including negligence), product liability or any other legal theory and whether or not EF has been informed of the possibility of such damage, even if a limited remedy set forth herein is found to have failed of its essential purpose. **Some jurisdictions do not allow the exclusion of liability for consequential or incidental damages, so the above limitation may not apply to you.**



In no event will EF or its directors, employees or agents be liable to you or any third person for any indirect, consequential, exemplary, incidental, special or punitive damages, including for any lost profits or lost data arising from your use of the website, Content, or Service, even if EF is aware or has been advised of the possibility of such damages. Notwithstanding anything to the contrary contained herein, EF's liability to you for any cause whatsoever, and regardless of the form of the action, will at all times be limited to the amount paid, if any, by you for the purchase giving rise to the liability.

You understand that EF does not make any warranties, guarantees, or recommendations with regards to any FF. Your choice of a FF is your sole choice and responsibility and at all times you will look to the Forwarder for any complaints, remedies, and legal actions with regards to your booking or shipment. In any event, EF has no liability for the default of the Forwarder, including, but not limited to any shipping transactions and related delays or loss.

Indemnification [Back to top](#)

You agree to indemnify, defend and hold EF and our partners, agents, officers, directors, employees, subcontractors, successors, assigns, third party suppliers of information and documents, attorneys, advertisers, product and service providers, and affiliates harmless from and against any liability, loss, claim, disputes, demands, damages and costs and expenses, including reasonable attorney's fees, related to your violation of these Terms & Conditions or use of the website, Content, or Service.

Unlawful Activity [Back to top](#)

We reserve the right to investigate complaints or reported violations of these Terms & Conditions and to take any action we deem appropriate, including but not limited to cancelling your account, reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any information necessary or appropriate to such persons or entities relating to your profile, email addresses, usage history, posted materials, IP addresses and traffic information.

Agreement Assignment / Transfer [Back to top](#)

You may not assign or transfer this Agreement, by operation of law or otherwise, without our prior written consent. Any attempt by you to assign or transfer this Agreement, without such consent, will be null. We may assign or transfer this Agreement without restriction or your consent to an affiliated company or to a successor or acquirer, (e.g. merger or acquisition, the sale of all or substantially all of our assets in between others). Subject to the foregoing, this Agreement will bind and benefit the parties and their respective successors and assigns.

Notices [Back to top](#)

Any notices or other communications provided by us under this Agreement, including those regarding modifications to this Agreement, will be given: (i) via email; or (ii) by posting to the EF Contact US in the menu. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted. Notices to EF should be sent to info@easefreight.com.

No Election of Remedies [Back to top](#)

Except as expressly set forth in this Agreement, the exercise by either party of any of its remedies under this Agreement will not be deemed an election of remedies and will be without prejudice to its other remedies under this Agreement or available at law or in equity or otherwise.

Waiver [Back to top](#)

Our failure to enforce any right or provision of this Agreement will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by our duly authorized representative.



Severability [Back to top](#)

If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement will remain in full force and effect, and the provision affected will be construed so as to be enforceable to the maximum extent permissible by law.

Audit [Back to top](#)

If you're a FF, Logistics Service Providers or E-commerce Provider, during the term of this Agreement and for one year following termination, you will maintain complete and accurate books and records regarding your use of the EF's Platform. During this time, we have the right to inspect and audit such books and records for the purpose of confirming your compliance with the terms of this Agreement. Any audit will be conducted by a reputable firm of certified public accountants during regular business hours and in a manner that minimizes interference with your normal business activities. We do not examine records relating to your general business outside of your use of the EF's Platform.

If we discover any payment error in the audit, the party in whose favor the error was made will pay the other the amount of the error. We will pay for the audit unless the audit uncovers payment errors in our favor of five percent (5%) or more of the total amount of Seller Fees by you to us under this Agreement. In this case, you must pay for the cost of the audit and all our related expenses.

Arbitration [Back to top](#)

Any legal controversy or legal claim arising out of or relating to these Terms & Conditions and/or the Service, excluding legal action taken by us to collect or recover damages for, or obtain any injunction relating to, website operations, intellectual property, and the Service, shall be settled solely by binding arbitration in accordance with the commercial arbitration rules of the Chamber of Commerce of Bogota. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in Bogota, Colombia, and judgment on the arbitration award may be entered into any court having jurisdiction thereof. Each party shall bear one-half of the arbitration fees and costs.

Governing Law [Back to top](#)

These Terms & Conditions shall be treated as though it were executed and performed in Bogota, Colombia, and shall be governed by and construed in accordance with the laws of Colombia, without regard to conflict of law principles. Any cause of action by you with respect to the website, or Service, must be instituted within one (1) year after the cause of action arose or be forever waived and barred. Should any part of these Terms & Conditions be held invalid or unenforceable, that portion shall be construed consistent with applicable law and the remaining portions shall remain in full force and effect. To the extent that any Content is in conflict or inconsistent with these Terms & Conditions, these Terms & Conditions shall take precedence. Our failure to enforce any provision of these Terms & Conditions shall not be deemed a waiver of such provision nor of the right to enforce such provision.

Entire Agreement [Back to top](#)

This Agreement, together with all documents which incorporate this Agreement (including any customer specific purchase orders or Statements of Work) and which are incorporated by reference into this Agreement (including the Standard Operation Procedure and the EF's Rates List) constitutes the complete and exclusive agreement of the parties with respect to its subject matter and supersedes all prior understandings and agreements, whether written or oral, with respect to its subject matter.

Language [Back to top](#)

This Agreement may be translated from time to time for your convenience, but the Spanish language version of the Agreement is the binding version.



Use. [Back to top](#)

You agree not to do any of the following in connection with your use of the EF's Services:

- a). Post, upload, publish, submit or transmit any Customer Content that:
 - aa). Infringe misappropriate or violate a third party's Intellectual Property Rights, or rights of publicity or privacy.
 - ab). violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability.
 - ac). Is fraudulent, false, misleading or deceptive.
 - ad.) Is defamatory, obscene, pornographic, vulgar or offensive.
 - ae). promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group.
 - af). Is violent or threatening or promotes violence or actions that are threatening to any person or entity.
 - ag). Promotes illegal or harmful activities or substances.
- b). Use, display, mirror or frame the EF's Platform or any individual element within the EF's Platform, EF's name, any EF trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, unless expressly allowed under the terms of this Agreement.
- c). Access, tamper with, or use nonpublic areas of the EF Platform or EF computer systems.
- d). Attempt to probe, scan or test the vulnerability of any EF Platform or breach any security or authentication measures;
- e). Avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by EF or any of EF's providers or any other third party (including another user) to protect the EF Platform or EF Content.
- f). Attempt to access or search the EF's Platform, EF's Content or Customer Content, or download EF's Content or Customer Content from the EF's Platform through the use of any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than the software and/or search agents provided by EF or other generally available third-party web browsers; Send any unsolicited or unauthorized advertising, promotional materials, email, junk mail, spam, chain letters or other form of solicitation.
- e). Interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the EF's Platform.
- f). Collect or store any personally identifiable information from the EF's Platform from other users of the EF Services without their express permission.
- g). Impersonate or misrepresent your affiliation with any person or entity.
- h). Violate any applicable law or regulation.
- i). Encourage or enable any other individual to do any of the foregoing.

Our Enforcement Rights. [Back to top](#)

Although we're not obligated to monitor access to or use of the EF Platform or to review or edit any User Content, we have the right to do so for the purpose of operating the EF's Platform, to ensure compliance with this Agreement, to comply with applicable law or other legal requirements, or to improve the user experience. We reserve the right, but are not obligated, to remove or disable access to any Customer Content, or any Account, at any time and without notice, including, but not limited to, if we, at our sole discretion, consider any Customer Content to be objectionable or in violation of this Agreement. We have the right to investigate violations of this Agreement or conduct that affects EF. We may also consult and cooperate with law enforcement authorities to prosecute users who violate the law.

Digital Millennium Copyright Act (DMCA). [Back to top](#)

EF respects copyright law and expects its users to do the same. It is our policy to terminate in appropriate



circumstances Account holders and users who repeatedly infringe or are believed to be repeatedly infringing the rights of copyright holders. Please see our [Copyright and IP Policy](#) for further information.