

## Terms and Conditions of Website use

### PURPOSE

Welcome to Shippez.com. These Terms of Use ("**Terms**") apply to your access to, and use of the Shippez.com-branded websites and Website ("**Website**") made available by Shippez.com. **Shippez.com** is an online logistics aggregator that allows transporters and customers to meet for the shipment of goods. We are an independent website and offer various modes of transportation by aggregating transporters to match with customers. In these Terms references to 'you' and 'your' and 'passenger(s)' include the person named on the shipping order and all person's on whose behalf a shipping order is made or any other person to whom a shipping order is transferred.

### WEBSITE USE

As a prerequisite of your use of the Website, you agree that (i) you are at least eighteen years of age; (ii) you have the right and authority to enter into a legal obligation; (iii) you will abide by the terms; (iv) you will only use the Website to make valid shipping orders for you or for another person you have informed about these Terms; (v) all information given by you is true, accurate, current and complete; and (vi) will supervise and be completely responsible for any use of your account.

### PROHIBITED ACTIVITIES

All Shippez.com data and information is proprietary to us or our suppliers and providers. You agree and undertake not to attempt to damage, or otherwise interfere with the Site in any manner. If you in any way interfere with the Site, you agree to pay all damages incurred by the Company. The Company will cooperate with the authorities in prosecuting any User who interferes with the Site or otherwise attempts to defraud the Company or any other parties through User's use of the Site or services provided via the Site. The Company reserves the right to deny any or all access or service to any User for any reason, at any time, at our sole discretion. User agrees that we may block Users IP address or addresses at any time, and at our sole discretion to disallow User's continued use of the Site. We reserve the right to take any action we may deem appropriate in our sole discretion with respect to violations or enforcement of the terms of this Agreement, and we expressly reserve all rights and remedies available to us at law or in equity. Furthermore, you agree not to:

- Use the Website for any marketable purpose;
- Make any hypothetical, false, or fraudulent shipping order;
- Use any robot, spider, or other means for any purpose;
- Take any action that imposes an unreasonable load on our infrastructure;
- Deep-link to any portion of the Website; or
- "Replicate" or otherwise incorporate any part of the Website into any other website, mobile application, product or service.
- To damage, deny service to, hack, crack, and reverse-engineer, the Site in any manner.

### SHIPPING ORDER PROCEDURE

By making a shipping order whether on-line, by phone or via email, you confirm that you have read, understand and accept the following terms and conditions.

## OWNERSHIP

All content found on this site and throughout the plugin including images, documentation, support queries and any other information is property of shippez.com and may not be redistributed without permission or consent. The content on the site is protected by copyright law and international conventions and is the property of its owner. Any unauthorized use of the content may violate copyright laws, trademark laws, the laws of privacy and publicity, and civil and criminal statutes. Certain documents published on the site may contain other restrictions, proprietary notices and/or copyright information relating to that individual document, including but not limited to notices that limit or prohibit your ability to make copies of that document. Please review all additional notices before making any copies.

## PRIVACY POLICY

Please refer to Shippez.com 's Privacy Policy [www.shippez.com/privacy](http://www.shippez.com/privacy) to review how information about users of the Website is collected, used and shared.

## LIABILITY DISCLAIMER

**Information:** The information, we publish on our site may at times have errors and inaccuracies, such as pricing errors. We disclaim any liability for any errors relating to the information on our Website. In addition, we withhold the right to correct any pricing errors, and offer the prospect to keep your pending shipping order at the correct price. Shippez.com also gives you the option to cancel your shipping order without penalty.

**Viruses:** We at Shippez.com and affiliate suppliers do not warrant any information, software, products, and services are free of viruses or other harmful components.

**Suppliers:** The third party suppliers providing travel or other services on the Shippez.com Website are independent contractors and not agents or employees of Shippez.com. Therefore, we are not liable for any errors, omissions, warranties, or negligence from third party suppliers. Shippez.com accepts no liability for any liability and will make no refund in the event of any delay, cancellation, shipping order strike, or other causes beyond their direct control, and we have no responsibility for any additional expenses, omissions, delays, re-routing or acts of any government or authority.

**Liability:** Limited Liability, if found liable for any loss or damage despite the disclaimer, then Shippez.com and/or their third party suppliers will in no event exceed, in the aggregate, the greater of (a) the service fees you paid to Shippez.com in connection with such transaction(s) on the Website, or (b) One-Hundred Dollars (US\$1000.00) or the equivalent in local currency.

Www.shippez.com limits itself to informing the user of the specific offers regarding services offered by third party companies (suppliers), as well as managing the shipping orders for these services. Transfer shipping orders made by the user will be contracted to a specific transport company (supplier). Therefore, at no time will shippez.com be held responsible for issues related to the rendering of the service, such as:

- Package being lost or damaged in any way.
- Lack of punctuality.
- Changes in the service contracted for.
- Problems or accidents, which occur during the journey.

In these cases, the responsible entity will exclusively be the transport company (supplier) rendering the service. We will provide the user with all the details of such transport company (supplier) to enable the user to make any claims, which may be appropriate to the case.

#### **INDEMNIFICATION**

You agree to defend and indemnify and Hold Harmless Shippez.com, and/or their respective suppliers and any of their agents from any claims, losses, damages, or other costs or expenses of any kind or nature including reasonable legal and accounting fees, brought by third parties as a result of:

- (a) Your breach of these Terms herein;
- (b) Your violation of any services from third party; or
- (c) Your use of the Website.

#### **COOKIES**

As further described in Shippez.com Privacy Policy, the Services will automatically relocate a small amount of data for informational purposes such as how you use the Services, which content you access, and technical errors or problems which the Services may encounter while being used by you. By using the Services, you acknowledge, agree and consent to the automatic collection of this information.

#### **LINKS TO THIRD-PARTY SITES**

The Website may contain hyperlinks to websites operated by parties other than Shippez.com. Our inclusion of hyperlinks to such websites does not imply an endorsement of such websites. Such hyperlinks are provided for your reference only. We do not control these sites as such; it is up to you to take measures to ensure that whatever links you select is free of such items as viruses, and defects and other items of a destructive nature.

#### **AVAILABILITY OF SERVICE**

We are entitled, on behalf of the service provider, to refuse any order placed by you. We do not guarantee to successfully allocate a service provider to every shipping order request. In the unlikely event that we are unable to allocate a provider to your shipping order request we will email you to advise you as soon as possible.

Our on-line Shipping order services are provided on an "as is" basis and we do not make any representation or warranty, express or implied, as to the availability of any product(s).

#### **UNFORESEEN CIRCUMSTANCES**

Shippez.com and the service provider cannot be held liable for delays, changes or cancellation of service due to unforeseen circumstances, or to other circumstances that are unforeseeable or beyond the service provider control, such as accidents suffered by third parties on the transfer route, police checkpoints, acts of terrorism, extreme weather conditions, etc.

**Your registration to our site is perceived as agreement to these terms.**