

TERMS OF SERVICE FOR WIIMAICONTROL

1. INTRODUCTION

Use of WIIMAIControl (the "Services") is subject to terms and conditions outlined below. Please read these Terms of Service (the "Terms") carefully before using the Services provided through the website api.wiima.com, operated by Wiima Logistics Oy ("we", "us" or "our"), a company incorporated under the laws of Finland with a business registration number 2329369-4.

These Terms apply to the use of the Services. The Customer accepts these Terms by entering into a Service Agreement for WIIMAIControl Service (the "Agreement") that refers to these Terms or by using the Services. These Terms are integral part of the Agreement. The individual using the Services on behalf of the Customer represents that such individual has the authority to bind the Customer to these Terms, in which case the term "Customer" refers to such entity. If the individual does not have such authority, or does not agree with these Terms, such individual may not access or use the Services.

These Terms apply to all visitors, users and others who access or use our Services.

2. DEFINITIONS AND INTERPRETATION

"User", "you" or "your" means, in these Terms you or any other party using the Services on Customer's behalf.

"Services" means, in these Terms, the access to the WIIMAIControl provided via the website api.wiima.com.

"Content" means, in these Terms, the information that is uploaded, published or in any other way made available by you on the Service.

"Carrier" means, in these Terms, the party performing the carriage of goods.

"Customer", means, in these Terms, the entity entered into an agreement regarding the use of the Services and entering into a transport agreement for the carriage of goods.

3. THE SCOPE OF THE SERVICES

The Services provided by us enable Customers to search for, compare and book carriage of goods. Based on individual requirements a comparison between available Carriers and modes of transport is made and presented. The Customer ensures that the Services are suitable for the Customer's purpose of use and that it meets the Customer's requirements for the Service.

We are not the Carrier. No interpretation of written or oral remarks in any agreement or document shall be construed to imply that we are the Carrier. All transport assignments are arranged as agent only. All transportation services rendered are subject to the respective Carrier's terms and conditions and General Conditions of the Nordic Association of Freight Forwarders ([NSAB 2015](#)) unless excluded in the Carrier's terms and conditions. Carrier's terms and condition, or link thereto, may be found from our website or the Services. The Customer should read respective terms and condition prior making any order for transportation services.

The Services provided is intended commercial use only.

We may provide the Customer with instructions for the Service and requirements for operating environment either by email or in the Service.

4. USE OF THE SERVICE

The Customer is responsible and at its sole cost for acquiring, preparing and maintaining the functional status of the hardware, connections and software that the Customer needs to use the Service.

The access to the Services is purchased as subscriptions for the term stated in the applicable Agreement. Subject to the compliance with the Agreement, we grant the Customer a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to access and use the Services. Any rights not expressly granted herein are reserved by us and our licensors. Services are subject to usage limits specified in Agreement and usage guides and policies, as updated from time to time, accessible via Services.

Access to and use of the Services may be interrupted as a result of malfunction, maintenance or updates of the Services. We undertake to do our commercially reasonable effort to ensure the functions of the Services are upheld and recovered in case of breakdown, but we assume no liability therefore.

The Customer informs us without delay of any matter that may prevent use of the Services.

The Customer is responsible for submitting the correct information in transportation booking including but not limited to dimensions, weights, stackability, mode of transport, addresses, customs codes etc. We are not responsible for the differences in quoted and actual prices attributable for incorrect transportation booking information.

Each order request that the User makes, and each order that is confirmed by us on the Carrier's behalf is binding towards the Customer. We do not own, control, or operate any part of the transportation or related services by the Carrier. By making the order through the Services, we act solely as an intermediary between the Customer and the Carrier, transmitting the details of the order to the relevant Carrier and providing the Customer with a confirmation for and on behalf of the Carrier.

The fee of the Carrier's services shall be invoiced through the Services.

5. USER ACCOUNTS

The Customer is responsible for ensuring that its Users use the Services in accordance with the Agreement and these Terms.

The Customer is responsible for delivering us the current true and complete information requested upon registration and for keeping such information updated and correct. The Customer is also responsible for any information and instructions provided by the User to us.

The Customer is responsible for any and all access to user account and for all actions and activities conducted under it. We take no responsibility for the validity of the information uploaded or otherwise made available under Customer user accounts. The Customer agrees to undertake full liability for claims arising out of the information provided and actions taken under its user accounts.

We reserve the right to suspend or terminate any and all user accounts of the Customer if activities that constitute or may constitute a violation of these Terms or of any applicable national or international laws, rules or regulations occur.

6. USER CONDUCT

The Services may be used for lawful purposes only.

Customer is solely responsible for all Content the User posts or otherwise submits during the use of the Services.

By way of an example, and not as a limitation, the Customer agrees to the following:

1. Users shall not defame, abuse, harass, threaten or otherwise violate the legal rights of others or of any third party, including us;
2. Users shall not in any manner publish, post, transmit, distribute or in any other way express any topic, material or information that is inappropriate, defamatory, infringing, obscene, pornographic, racist, terrorist, politically slanted, indecent or illegal;
3. Users shall not take any action that interferes or attempt to interfere with the proper working of the Services or any activities conducted on the Services;
4. Users shall not contribute to destructive activities such as dissemination of viruses, spam or any other activity that might harm the Services or other users.
5. Users may not, and may not authorize others to: (i) remove any copyright, trademark or other proprietary notices from any portion of the Services; (ii) reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Services except as expressly permitted by us; (iii) decompile, disassemble, reverse engineer or otherwise attempt to derive the source code or underlying technology, methodologies or algorithms of the Services, except as may be permitted by applicable law; (v) cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Services, or unduly burdening or hindering the operation and/or functionality of any aspect of the Services; or (vi) attempt to gain unauthorized access to or impair any aspect of the Services or their related systems or networks.

If User is found to violate these Terms or any other provisions set up by us, we reserve the right to terminate or suspend any and all user accounts of the Customer.

7. AMENDMENTS OF THE TERMS

We may at any time and for any reason change or modify the Terms. Such change or modification shall be effective upon posting on our website and/or in the Service. When using the Services after the new conditions have effectively been posted the Customer agrees to be bound by the new Terms. Accordingly, it is Customer's responsibility to regularly review the Terms. All changes and modifications introduced to the Services will be subject to what is stipulated in these Terms.

8. CHANGES OF THE SERVICES

We reserve the right to at any time terminate, suspend, remove, change or modify the scope of the Services, including but not limited to, features and functionality. We will take reasonable efforts to keep the Services operational and fully functioning during changes described above.

9. INTELLECTUAL PROPERTY

The Services and its original content, features, functionality, design elements and any related material are and will remain our exclusive property. Our intellectual property may not be used in connection with any product or service without our prior written consent.

10. PAYMENT AND FEES

The Customer is responsible for paying the fee for the Services agreed in the Agreement and any transportation order made via the Services. The currency is euro unless otherwise agreed. The interest for any late payments by the Customer is 16 %.

The Customer acknowledges and accepts that we are entitled to transfer the entitlement of payment, including payment related claims, to a third party.

11. PRIVACY

Our privacy policy applicable to the services is available at our website www.wiima.com/privacy-policy/ and/or the Services.

12. INSURANCES

The Customer has separate cargo insurance coverage for its cargoes transported as well as for cargoes stored at warehouses worldwide.

13. LIMITATION OF LIABILITY

We are not responsible for the carriage performed by the Carrier. We recommend that you read the terms in the transport agreement carefully prior to each carriage order. We are not liable for any deficiencies caused during the performance of the carriage, including but not limited to, timeliness, deletion, service delivery problem or damage to the cargo.

The Services is provided "as is" and "as available" without warranties of any kind, whether expressed or implied. We do not warrant that the Services will meet your requirements or expectations of it or that the use of the Services will be uninterrupted or free from errors. We assume no responsibility for any failure to search or store any information, users communication or personal settings. We assume no responsibility for the content, privacy policies or practices provided by any third party or by any third-party web sites that may be reached from the Services. You acknowledge and agree that we shall not be responsible or liable, directly or indirectly for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content or service available on or through any such web sites or services including any information by the Carriers. The Customer agrees that the entire risk arising out of access or use of the Services remains solely with the Customer, to the maximum extent permitted by applicable law.

We are in no event liable for any damages, direct and indirect, under contract, tort, strict liability or other legal theory, with respect to the Services provided or the transportation placed via Services. In no event shall our liability exceed the monthly license fee paid by the Customer.

14. CONFIDENTIALITY

We are not liable for any confidential information shared through the Services, provided that we have not been acting with gross negligence or intent.

15. DURATION AND TERMINATION

These Terms are considered to be in effect from the day you accept it, i.e. when the Agreement is executed or you first access or use the Services. Upon termination your right to use the Services will immediately cease.

16. SEVERABILITY

If any provision of these Terms is held to be invalid or unenforceable, such provision shall be limited, modified or severed to the minimum extent necessary to eliminate its invalidation or unenforceability so that these Terms otherwise remain in full force, effect and enforceable.

17. GOVERNING LAW

These Terms shall be construed in accordance with and governed by the laws of Finland.

18. DISPUTE

Any dispute, controversy or claim arising out of or in connection with these Terms, or the breach, termination or invalidity thereof, shall be settled under the exclusive jurisdiction of The District Court of Helsinki, Finland as the first instance.

19. RIGHT OR WITHDRAWAL

When the transport has commenced the Customer may no longer cancel the carriage. The carriage is deemed commenced when expenses related to the carriage has emerged for the Carrier. When such costs emerge will vary, for express deliveries on a short notice such costs might emerge already upon your booking of the carriage.