

SimpliShip User Agreement & Privacy Policy

About SimpliShip

SimpliShip is a marketplace that allows users to put international shipments up for bid in a variety of pricing formats and locations. The actual contract for sale is directly between the sellers and buyers.

SimpliShip is a marketplace connecting shippers and carriers through an online application. SimpliShip does their best to ensure high quality providers and shippers participate in the application but SimpliShip does not offer any warranty or confirmation of any guarantees expressed by either a shipper or provider. It is solely the responsibility of the shipper and provider to follow international trade laws. All insurance and claims are dealt with directly between the provider and shipper with no involvement from SimpliShip.

I. ACCEPTANCE

Welcome to SimpliShip. The following is an agreement (hereinafter “Agreement”) between you and SimpliShip. Your access, visitation and/or use of this website (hereinafter “Site”), establish that you have read, understood, and agree to be bound by this Agreement and that you agree to comply with all applicable state and federal laws and regulations. If you do not agree with the terms and conditions of this Agreement, you may not access, visit and/or use this Site. SimpliShip reserves the right to change this Agreement at any time, and you agree (including by virtue of your continued use of our Site) to be bound by any such changes. The material provided on this Site is protected by law, including, but not limited to, United States Copyright Law and international treaties. Our services are accessible to international customers. All customers are responsible for complying with all laws and regulations applicable to the international sale, purchase, and shipment of items. You agree that the laws of the State of Massachusetts, without regard to principles of conflict of laws, will govern this Agreement and any claim or dispute that has arisen or may arise between you and SimpliShip. The state and federal courts located in Boston, Massachusetts, shall have sole jurisdiction over any disputes arising hereunder, and the parties hereby agree to the personal jurisdiction of such courts.

II. USE RESTRICTIONS

The copyright in all materials provided on this Site is owned by SimpliShip. Unless expressly permitted, you may not copy, reproduce, distribute, publish, enter into a database, display, perform, modify, create derivative works from, transmit or in any way exploit any part of our Site or any of its content, without the prior written permission of SimpliShip or the copyright owner. You reserve the right to display, copy, distribute and/or download the materials on this Site solely for personal and/or non-commercial use; however, neither you nor any third party shall make use of the contents of our Site in any way that establishes an infringement of the rights of SimpliShip, including copyright.

This right automatically terminates if you or a third party breach any of the terms of this Agreement. In the event of termination, all downloaded and printed materials must be destroyed and SimpliShip reserves the right to take any legal, and/or other actions that we deem necessary and/or appropriate, with or without notice, to prevent violations and enforce the Agreement and remediate any purported violations. Any unauthorized use of any material contained on this Site may constitute a violation of copyright laws, trademark laws, privacy and publicity laws, and communications laws.

III. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

By accessing, visiting and/or using this Site you impliedly agree that you are making use of our Site at your own risk, and that all of the information that is being provided to you on SimpliShip is being provided on an “as is” and “as available” basis. As such, to the extent permitted by law, we exclude all express or implied warranties, terms and conditions including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, and non-infringement. Additionally, to the extent allowed by law, SimpliShip is not liable for any damages or losses, including but not limited to, loss of money, reputation, data or profit, other intangible losses, or any indirect, special, incidental or consequential damages, arising out of the use or inability to use the materials on this Site. You shall assume any costs associated with the servicing, repair or correction of equipment or data that results from your use of the materials on our Site. You further agree that SimpliShip assumes no liability for damages to people, property or cargo in connection with shipping transactions created on this Site. SimpliShip assumes no liability for any terms and conditions that are the result of a shipping agreement, including but not limited to, the nonpayment of outstanding invoices. Regardless of the previous paragraphs, if we are found to be liable, our liability to you or to any third party shall not exceed fifty dollars (\$50), irrespective of whether the cause of action be in tort, contract or otherwise.

IV. CANCELLATION POLICY

All SimpliShip shipping agreements are final. Once a customer enters into a shipping agreement on our Site, the agreement cannot be voided or rescinded.

V. AGREEMENT TO ARBITRATE & CHOICE OF LAW

The provisions of this Agreement shall be construed in accordance with the laws of the state of Massachusetts. Any claim or controversy that arises out of or relates to this Agreement, or the breach of it, shall be settled by binding arbitration in accordance with the rules of the American Arbitration Center in Boston, Massachusetts. The prevailing party may be entitled to recover any costs or expenses (including reasonable accounting and attorney’s fees) associated with claims brought hereunder. Judgment upon the award rendered may be entered in any court within its jurisdiction.

VI. INTERNATIONAL BUYING & SELLING

Many of our Services are accessible to international sellers and buyers. We may offer certain programs, tools, and site experiences of particular interest to international sellers

and buyers. Sellers and buyers are responsible for complying with all laws and regulations applicable to the international sale, purchase, and shipment of items.

VII. SimpliShip TRANSMISSIONS

Any material that is transmitted or posted on this Site will be deemed non-confidential and non-proprietary. SimpliShip retains the right to use and/or disseminate any such material for any purpose whatsoever, including but not limited to, developing, manufacturing and marketing products. Please refer to SimpliShip's Privacy Policy for more information on our rights to the use and disclosure of the personal information that is transmitted when you use our Site. You are prohibited from posting or transmitting to or from this Site any material that is unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane, or any other material that could give rise to any civil or criminal liability under the law.

VII. ENTIRE AGREEMENT

By entering into this Agreement, you represent that you have not relied upon any agreements or representations, whether written or oral, express or implied, with respect to the services rendered that are not expressly set forth in this Agreement. This Agreement represents the entire understanding and agreement of you and SimpliShip, and any changes, amendments, or addendums shall be in writing and signed by both you and SimpliShip to be valid.

Scope and Consent

This Privacy Notice describes your privacy rights regarding our collection, use, disclosure, retention, and protection of your personal information. It applies to any SimpliShip site where this Privacy Notice appears in the footer, and to any SimpliShip application, service, or tool (collectively "Services") where this Privacy Notice is referenced, regardless of how you access or use them, including through mobile devices.

By using our Services and/or registering for an account with us, you are accepting the terms of this Privacy Notice and our User Agreement, and you are consenting to our collection, use, disclosure and retention of your personal information as described in this Privacy Notice and in our User Agreement. If you do not provide the information we require, we may not be able to provide all our Services to you.

Personal Information

"Personal information" is information that can be associated with a specific person and could be used to identify that specific person whether from that data or from that data and other information that SimpliShip has or is likely to have

access to. We do not consider personal information to include information that has been made anonymous or aggregated so that it can no longer be used, whether in combination with other information or otherwise, to identify a specific person.

Changes to this Notice

We may amend this Privacy Notice at any time by posting the amended terms on this site. All amended terms automatically take effect 30 days after they are posted. We will notify you via email of any material changes to this Privacy Notice.

Collection

We collect personal information from you and the devices (including mobile devices) you use to access or use our Services. This personal information we collect includes, but is not limited to personal information of the kinds described below:

Personal information you give us when you use our Services

- Identifying information such as your name, addresses, telephone numbers, e-mail addresses
- Bidding, buying, or selling information for a particular transaction or other transaction based content you generate or is connected to your account for that particular transaction
- Financial information such as credit card or bank account numbers in connection with a transaction
- Postage billing and other information to purchase or post an item, as well as, where postal services are provided through one of our programs, information required to clear customs (such as Tax ID or other identification numbers) and relevant postage information (tracking updates) stored by the chosen postal partner
- In some instances, you may provide age, gender, interests and favorites
- You may also provide us other information through your participation in community discussions, chats, dispute resolution, correspondence through our sites, or correspondence sent to us
- Additional information we are required by applicable law authorizes to request in order to authenticate or identify you to use or verify the information we have collected (such as under laws requiring the seller of second hand goods to provide authentication in any country)

Personal information we collect automatically when you use our Services

We also collect information about your interaction with our Services, advertising, or e-mail communications. This is typically information we receive from your computer or other devices, including your mobile devices.

- Device ID or unique identifier, device type, ID for Advertising, unique device token
- Geo-location information, including location information from your mobile device. Keep in mind that:
- Most mobile devices allow you to control or disable the use of location services in the device's settings' menu.
- You may also be presented with an additional notice explaining any additional information we may collect from you that is not listed in this notice.
- Computer and connection information
- Statistics on page views, traffic to and from the sites, referral URL, ad data, IP address, and browsing history and web log information

Personal information we collect using Cookies, Web Beacons and Similar Technologies

We use cookies, web beacons, unique identifiers, and similar technologies to provide and improve our Services and personalized advertising and marketing, and to provide safer experience and personalized experience on our sites. We collect information about the pages you view, the links you click, and other actions you take on our Services, or within our advertising or e-mail content.

Personal information from other sources

- We may supplement the information we collect with information from third parties and add it to your account information. For example, as permitted by law, we may collect demographic information that is publically available, additional contact information, credit check information, and information from credit bureaus as allowed by law. We may combine information you give us with information we collect from other sources and use it for any purpose disclosed in this privacy notice.
- We may allow you to share information with third party social media sites, or use social media sites or other sites to create or connect to your account. Those social media sites may give us access to certain personal information stored by them (e.g., content viewed and information about the advertisements within the content you have been shown or may have clicked on, etc.) from your interaction with the online services. You agree that we may share your video viewing with, or obtain information about your video viewing from, third-party social media sites for at least two years or until you withdraw consent. Remember that you control the personal information you allow us to have access to through the privacy settings on that third party site and the permissions you give us when you grant us access. By associating an account managed by a third party with your SimpliShip account and authorizing SimpliShip to have access to this

information, you agree that SimpliShip may collect, use and store the information provided by these sites in accordance with this privacy notice.

- If you give us personal information about someone else, you must do so only with their consent. You agree to inform them that we have collected their personal information and tell them how we collect, use and disclose the personal information.

Use and Retention

We use the personal information we collect to operate, improve and personalize our Services, to contact you and provide you customer service, customize our advertising and marketing, and to detect, prevent and mitigate fraudulent or illegal activities. You agree that we may use your personal information as follows:

Operate, improve, and personalize our Services

- Provide you use of and access to our Services
- Provide you site content that includes great products that we think you will like and keeps track of the collections and stores that you have chosen to follow
- Give you access to your purchase history, scores, bids, internal email and other features
- Provide you with credit offers and opportunities on behalf of members of our corporate family and their financial institution partners offer financial products. We do not share any financial information without your explicit consent
- Customize, measure, and improve our sites, applications and Services
- Provide other services requested by you as described when we collect the information
- We may use geo-location information to provide you with location based services, such as advertising, search results, and other personalized content

Contact you and provide you customer service

- Provide customer support you request for our Services or for the products offered by members of our corporate family and their financial institution partners
- Contact you, either via email or telephone (using autodialed or pre-recorded calls), text (SMS) messages (if applicable) as authorized by you to resolve disputes, collect fees, and troubleshoot problems with your account or our Services and for other purposes authorized by law and consistent with this Privacy Notice
- Compare the personal information you provide for accuracy, and verify it with third parties as necessary

Customize our advertising and marketing communications with you

- Customize, measure, and improve our content and advertising based on your ad customization preferences
- Contact you, either via email, telephone, text (SMS) messages (if applicable based on your consent), or postal mail, or otherwise as authorized by you to: offer coupons, discounts and special promotions, and inform you about our services and those of our corporate family. You agree that SimpliShip will use the contact information you have provided to contact you by e-mail and/or SMS text if you have consented to such contact. Message and data rates may apply.
- Deliver targeted marketing, service updates, and promotional offers based on your communication preferences

Detect, Prevent and Mitigate Fraudulent or Illegal Activities

- Prevent, detect, and investigate fraud, security breaches, potentially prohibited or illegal activities
- Enforce our User Agreement or other applicable policies

We retain your personal information as long as it is necessary and relevant for our operations. In addition, we retain personal information from closed accounts to comply with the law, prevent fraud, collect any fees owed, resolve disputes, troubleshoot problems, assist with any investigation, enforce our User Agreement and take other actions permitted by law. After it is no longer necessary for us to retain your personal information, we dispose of it in a secure manner according to our data retention and deletion policies.

Choice

You have a choice about how we use your personal information to communicate with you, send you marketing information, and provide you with customized and relevant advertising.

Marketing

We do not sell or rent your personal information to third parties for their marketing purposes without your explicit consent. If you do not wish to receive marketing communications from us, you can unsubscribe from the link in the email you received, or indicate your preferences within the direct communication from us.

Advertising

We do not allow third parties to track or collect your personal information on our site for their own advertising purposes without your explicit consent. If you do not wish to participate in our ad-customization programs, you can opt-out by following the directions provided within the applicable advertisement. The effect of an opt-out will be to stop targeted advertising, but it will still allow the collection

of usage data for certain purposes (e.g., research, analytics and internal online services operation purposes).

If you withdraw your consent for the use or disclosure of your personal information for the other purposes set out in this Privacy Notice you may not have access to our all our Services and we might not be able to provide you all of the Services and customer support offered to our users and authorized under this Privacy Notice and our User Agreement.

Access

We take steps to ensure that the personal information we collect is accurate and up to date, and that you have the ability to access or correct it.

- You can see, review and change most of your personal information by signing on to your account. Please update your personal information immediately if it changes or is inaccurate
- Once you make a public posting, you may not be able to change or remove it. Upon your request, we will close your account and remove your personal information from view as soon as reasonably possible, based on your account activity and in accordance with applicable law
- We will honor any statutory right you might have to access, modify or erase your personal information. You can use the Contact Us to request access and find out whether any fees may apply, as permitted by law. Where you have a legal right to request access or request the correction of information, we can still withhold that access or decline to correct information in some cases in accordance with applicable law, but will give you reasons if we do so.

Disclosure

There are times when we disclose your personal information to members of the SimpliShip family or other third parties. This disclosure may be required for us to operate or provide you access to our Services, comply with our legal obligations, enforce our policies, facilitate our advertising, or reduce or prevent fraud related to our Services. We minimize the amount of personal information we share to what is directly relevant and necessary to accomplish the specified purpose. As stated above, we do not disclose your personal information to third parties for their marketing and advertising purposes without your explicit consent.

We may disclose your personal information for the following purposes:

SimpliShip family members who may use it to:

- provide joint content and services (like registration, transactions, and customer support)
- help detect and prevent potentially illegal acts, violations of our policies, or fraud and/or data security breaches
- guide decisions about their products, sites, applications, services and tools, and communications
- provide customized advertising

Members of our corporate family will use this information to send you marketing communications only if you have consented to receive such communications from them.

If we were to merge with or be acquired by another company, we may share information with them. Should such an event occur, we will require that the new combined entity follow this Privacy Notice with respect to your personal information. If your personal information will be used or disclosed for any purposes not covered in this Privacy Notice, you will receive prior notification of the use of your personal information for the new purposes.

Service Providers and Financial Institutions Partners

- Third party service providers who help us operate our Services, and assist with fraud investigations, bill collection, affiliate and rewards programs, co-branded credit cards and other business operations
- financial institution partners who may offer financial products to our users to provide joint content and services (like registration, transactions and customer support), to help detect and prevent potentially illegal acts, violations of our policies, fraud and/or security breaches, and to guide decisions about their products, websites, applications, services, tools, and communications. These third party financial institution partners will use this information to send you marketing communications only if you have requested their services

Law enforcement, legal proceedings, and as authorized by law

- to comply with our legal requirements, enforce our policies, respond to claims that a listing or other content violates the rights of others, or protect anyone's rights, property or safety
- to law enforcement or governmental agencies, or authorized third-parties, in response to a verified request relating to a criminal investigation or alleged or suspected illegal activity or any other activity that may expose us, you, or any other SimpliShip user to legal liability. We will only disclose information we deem relevant to the investigation or inquiry, such as name, city, state, postcode, telephone number, email address, User ID history, IP address, fraud complaints, bidding and listing history, and anything else we deem relevant

- to credit bureaus as authorized by applicable law (e.g. information on late or missed payments or other defaults on your account that may be reflected in your credit report)
- to third parties involved in a legal proceeding, if they provide us with a subpoena, court order or substantially similar legal procedure, or we otherwise believe in good faith that the disclosure of information is necessary to prevent imminent physical harm or financial loss or to report suspected illegal activity.

People you authorize us to provide it to

- SimpliShip users as authorized by you or your use of our Services (e.g. if you buy an item the seller may view your email address and request and obtain your contact information, including phone number or email and postal address to help complete the transaction)

Security

We protect your information using technical and administrative security measures to reduce the risks of loss, misuse, unauthorized access, disclosure and alteration. Some of the safeguards we use are firewalls and data encryption, physical access controls to our data centers, and information access authorization controls.

Important Information

There are just a few more pieces of important privacy information related to your use of our Services that we need to cover:

When you share your personal information on SimpliShip– what happens?

Other users have access to the information you share on SimpliShip. For example, other people can see your bids, purchases, items for sale, Feedback, ratings and associated comments. Other users can also see any information you chose to share in your profile or your collections.

Your User ID is displayed throughout SimpliShip and is available to the public. It is connected to all of your SimpliShip activity. Notices sent to other community members about suspicious activity and notice violations on our sites refer to User IDs and specific items. So if you associate your name with your User ID, the

people to whom you have revealed your name will be able to personally identify your SimpliShip activities.

To help protect your privacy, we allow only limited access to other users' contact, shipping and financial information as necessary to facilitate your transactions and collect payments. However, when users are involved in a transaction, they have access to each other's name, User ID, email address and other contact and shipping information.

How you should use the information you receive on SimpliShip

SimpliShip enables you to obtain personal information of others to complete transactions and collect payments. We encourage you to disclose your privacy practices and respect the privacy of other users. In all cases, you must give other users a chance to remove themselves from your database and a chance to review what information you have collected about them

Use the personal information that you have access to only for SimpliShip transaction-related purposes, for using services offered through SimpliShip and for purposes expressly consented by the user to whom the information relates. Using personal information that you have access to for any other purpose is a violation of our policies.

Unwanted or threatening email

Sending unwanted or threatening email is against our policies and constitutes a violation of our user agreement. To report SimpliShip related spam please forward the email to info@SimpliShip.com

Children's Privacy

Our websites are general audience websites, and our Services are not intended for children under the age of 13. We do not knowingly collect personal information from users in this age group.

Third Party Privacy Practices

This Privacy Notice addresses only the use and disclosure of personal information we collect from you. If you disclose your information to others, their privacy notices and practices will apply.

We cannot guarantee the privacy or security of your information once you provide it to a third party and we encourage you to evaluate the privacy and security policies of your trading partner before entering into a transaction and

choosing to share your information. This is true even where the third parties to whom you disclose personal information are bidders, buyers or sellers on our sites.

Questions or Complaints

If you have a question or a complaint about this Privacy Notice or information handling processes, you can send us an email to info@SimpliShip.com