

FWC EBOOKINGS PLATFORM TERMS AND CONDITIONS

Updated 2020-10-08

This FWC EBOOKINGS PLATFORM TERMS AND CONDITIONS (“eBookings Agreement”) is entered into between the buyer ordering or using Freightos WebCargo eBookings services (“Buyer”) and

WEB CARGO S.L. (“FWC”) a Spanish corporation, a subsidiary of Freightos Limited, with its principal place of business in Av. Diagonal, 211, 10th floor, 08018, Barcelona, Spain.

FWC and the Buyer may be referred to individually as a “Party” and collectively as the “Parties”.

WHEREAS, FWC has developed a platform which contains data (the “Data”) which it makes available over the Internet for a fee or for free, as permitted by law and which enables the capacity to book directly and electronically with an Airline through an API (“eBookings”); and

WHEREAS, the Buyer has requested the right to place eBookings, and FWC has agreed to intermediate between the Buyer and the Airlines through eBookings, all subject to the terms and representations set forth below.

NOW, THEREFORE, in consideration of the mutual promises and covenants and the terms and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. INCORPORATION OF RECITALS AND POLICIES

The above recitals are incorporated into and made a part of this eBookings Agreement as fully set forth herein. The following policies are also included by reference: [privacy](#) and [cookies](#).

SECTION 2. SUBSCRIPTION TO eBookings PLATFORM

Subject to the terms set forth in this eBookings Agreement, FWC hereby grants to the Buyer a non-exclusive, non-transferable and limited access to the eBookings Platform for a certain number of Authorized Users at certain geographical locations of Buyer. FWC is furnishing the eBookings Platform with all rights reserved and the Buyer acknowledges that the title, copyright and all other rights to the eBookings Platform and the Software remain with FWC.

Neither the Buyer nor any Authorized User (as defined below) shall have any right, title or interest in the eBookings Platform, except as provided herein. Except as provided above, neither the Buyer nor any Authorized User shall copy, reproduce, duplicate, publish, disclose, distribute, license, sub-license, relicense, use as the basis for a derivative platform, assign, release, transfer, sell or otherwise make the eBookings Platform available to any other organization or person in any form or manner whatsoever. FWC reserves the right to withdraw from the eBookings Platform any Data and/or any item or part of an item for which it no longer retains ownership rights or which it has reasonable grounds to believe infringes copyright or is unlawful or otherwise objectionable or for which FWC reasonably believes that the Buyer has failed to adequately protect FWC’s title, copyright and other rights.

FWC reserves the right to cancel the access to the eBookings Platform to the Buyer and Authorized Users defined below due to the inactivity in the eBookings Platform.

SECTION 3. BUYERS

“Buyer” is the organization and the Authorized Users belonging to that organization which may be an individual, firm or organization accessing the Platform for a commercial interest rather than a public, not for profit, or educational interest and may include a Corporation, limited liability company, law or other business organization member of IATA, CASS associate or otherwise accepted by the airlines that wishes to access the eBookings Platform and/or utilize the Software.

“Authorized Users” means the number of users set up in the eBookings Platform that can include (i) in the case of Buyers organized as corporations, the Buyer’s employees, (ii) in the case of Buyers organized as limited liability companies, the Buyer’s employees and members, each of who, in compliance with this eBookings Agreement, (a) subscribed for free to the Bookings version and (b) have been issued a username and password.

Only Authorized Users are permitted to access the eBookings Platform and permissions shall not extend to any subsidiary or affiliated entity unless specifically listed. **Buyer and each Authorized User shall be responsible for maintaining the secrecy of usernames and passwords. Buyer and each Authorized User agree to notify FWC if a username has been compromised.**

The Authorized User shall access the eBookings Platform via FWC’s website through the use of a username and password. The Buyer and Authorized user are responsible for establishing and providing its/their own connection to the FWC website using a standard web browser and internet connection. No other services are provided under this eBookings Platform Terms and Conditions.

The Buyer is solely responsible for its use of the eBookings Platform. The Buyer and Authorized User agree that they will not use the eBookings Platform for any illegal purpose, in infringement of copyright, trademark, intellectual property or property rights or laws, or in any manner or for any purpose that interferes with or disrupts other Buyers, Authorized Users, services or equipment, including FWC users, services and equipment.

Buyer and Authorized User acknowledge and agree that FWC website was developed by and is solely owned by FWC and/or its affiliated companies and that it will remain the exclusive property of FWC and/or its affiliated companies.

FWC warrants and represents that FWC has all necessary permits, licenses, rights and authorizations to enter into and perform in full this eBookings Agreement including valid licenses of all intellectual property rights (including but not limited to patents if any, trademarks, database rights, copyrights, author rights, design rights) which are necessary for the performance of any of its obligations hereunder (and for Buyer to access and use the eBookings Platform, Data and Software and other benefits conferred by this eBookings Agreement).

SECTION 4. DESCRIPTION OF SERVICES

- eBookings: An eBookings is a transaction agreed between the Buyer and the Airline. Buyer has entered into an agreement with the Airline at the moment that Buyer clicks to finalize the eBookings and by doing so agrees with all of the details in the summary of that transaction.
- eBookings through API provided by WebCargo: which is a legally binding agreement between the Buyer and the Airline selected. Airlines, not FWC, are responsible for honoring any Orders and performing the applicable Freight Services. Buyer, agrees to

accept any terms, conditions, rules and restrictions associated with such Freight Services that are imposed by the Airlines.

FWC is Not the Airline FWC helps the Buyer to Book capacity through the Airline API. FWC does not provide freight services of any kind, including but not limited to, FWC does not ship cargoes, is not an insurer, customs agent or otherwise involved in providing services connected to the shipment of cargo.. Airlines are not agents, contractors, or otherwise affiliated entities of FWC. FWC doesn't endorse any Airline, in any way supervise, direct or control an Airline's performance of Freight Services, nor do they warrant that any Airline will meet Buyer's expectations in performing Freight Services. FWC is not obliged to conduct background checks on any Airline, but might do so on a discretionary basis. The access to and use of the FWC Services is at Buyer's own risk

4.1 Support

All support requests should be sent to ebooking.support@freightos.com or via other support contact methods published on webcargo.co from time to time.

4.2 Availability SLA

eBookings Platform will be available at least 99.9% of the eBookings services. The services are considered available in the following scenarios:

- Users are able to login to the service
- Users are able to book with an Airline

No guaranteed SLA is provided for any free subscriptions to the eBookings platform.

SECTION 5. SUBSCRIPTION PERIOD

Unless terminated in accordance with the provisions of this eBookings Agreement, the Subscription Period for the license and rights granted to Buyer by this eBookings Agreement shall be in effect for a period of twelve (12) months from date accepted by Buyer "Effective Date" This eBookings Agreement shall automatically renew each twelve (12) months unless either Party provides the other Party with written notice (including email) of its intent not to renew, at least thirty (30) days before the end of the 12 month period.

SECTION 6. TERMINATION OF LICENSE

FWC may terminate a license immediately for breach of this Agreement. FWC may also terminate a license if Buyer ceases accessing the platform for a period exceeding 12 months.

SECTION 7. LINKS AND THIRD PARTY CONTENT

Certain content, components or features of the eBookings Platform may include materials from third parties and/or hyperlinks to other websites, resources or content and therefore be subject to third parties' terms and conditions. Because FWC may have no control over such third party websites and/or contents, Buyer acknowledges and agrees that FWC is not responsible for the availability of such websites or resources, and does not endorse or warrant any accuracy of any such websites or resources, and shall in no way be liable or responsible for any content, advertising, products or materials on or available from such websites or resources. Buyer further acknowledges and agrees that FWC shall not be responsible or liable in any way for any

damages that incurs or alleged to be incurred, either directly or indirectly, as a result of its use and/or reliance upon any such third-party contents, advertising, products or materials on or available from such websites or resources.

SECTION 8. CONFIDENTIALITY

In this eBookings Agreement “Confidential Information” shall mean any information (including samples, materials, drawings, specifications, photographs, computer code, computer programs, software, data, formulae, processes, know-how, any technical or commercial information), reports, papers, correspondence or documents which is disclosed by or on behalf of one Party to the other, or to any of such other’s employees, officers or servants, in whatever form (including written, oral, visual or electronic), and which is, or which should reasonably be expected to be, of a confidential nature.

The Party receiving or acquiring Confidential Information (“the Receiving Party”) from the other Party (“the Disclosing Party”) undertakes for so long as such Confidential Information remains confidential in character: (i) to keep all such Confidential Information made by or on behalf of the Receiving Party are protected against theft or other unauthorized access; (ii) not to communicate or otherwise make available any such Confidential Information to any third party except with specific prior written consent from the Disclosing Party; (iii) to disclose Confidential Information only to such personnel employed by the Receiving Party who have specific need to receive such Confidential Information for the Purpose, and who are aware and have accepted that the Confidential Information is, and should be treated as, of a confidential nature; and (iv) not to use, or allow to be used, Confidential Information other than solely for or in relation to the Purpose, unless (and then only to the extent to which) any other use shall have been specifically authorized in writing by the Disclosing Party.

The obligations above shall not apply, or shall cease to apply, to such Confidential Information as the Receiving Party can show to the reasonable satisfaction of the Disclosing Party: (i) has become public knowledge other than through any fault of the Receiving Party; (ii) was already known to the Receiving Party prior to disclosure by the Disclosing Party; (iii) was independently developed by the Receiving Party without recourse to or use of any Confidential Information; (iv) has been received by the Receiving Party from a third party who did not acquire it in confidence from the Disclosing Party, or someone owing a duty of confidence to the Disclosing Party; or the Receiving Party is required to disclose by law or by a requirement of a regulatory body.

The obligations of confidentiality in this eBookings Agreement shall apply to all Confidential Information disclosed by the Parties for the Purpose, whether disclosed before or after the date or dates of this eBookings Agreement, and shall continue in force notwithstanding termination of this eBookings Agreement, or the Parties entering into any subsequent agreement.

SECTION 9. DATA PROTECTION

The Parties will process the personal data that are subject to the legal scheme provided for under Regulation (EU) 2016/679 of the European Parliament and of the Council, of 27 April 2016, on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, repealing Directive 95/46/CE (hereinafter, GDPR) and the implementation regulations thereof. All Parties expressly undertake to faithfully and fully comply with the applicable law regarding personal data protection and indemnify and hold the other Party harmless from damages caused by any breach thereof, provided however that “Buyer” shall not be liable or required to indemnify FWC or any other party for any action or inaction that was taken as a result of instructions from FWC.

For such purposes, and in compliance with the provisions of the GDPR subject to any other applicable laws, the Parties expressly state and bind themselves to:

- A. use and process the data for the sole and exclusive purpose of performing under this eBookings Agreement, at all times following the instructions received from the other Party, and expressly refrain from using the data for any purpose other than that agreed, and, in particular, refrain from altering the data or using them for the Party's own business interests or disclose the data or allow access to them by third parties, not even for purposes of conservation.
- B. abide by the utmost confidentiality and secrecy with respect to any personal data provided by the other Party as to the performance of this eBookings Agreement and agree not to disclose to any third party any such data or any other information provided to it as regards the other Party.
- C. return to the other Party after the completion of the provision of services under this eBookings Agreement all documents and files containing all or any of the personal data, whatever the data carrier or format, and copies thereof, unless Union or Member State law requires storage of the personal data, if there had been an exchange of information.
- D. restrict access to and use of the personal data to those of the Party's employees, agents and collaborators for whom it is absolutely indispensable that they have access to and knowledge of the personal data for the performance of this eBookings Agreement, and impose on those persons the same duties and obligations of confidentiality and prohibition of use with respect to the data as those set out in the terms of (a) and (b) above, and answer for any breach of those duties or obligations by any of its employees, agents and collaborators mentioned above pursuant to this eBookings Agreement.
- E. In accordance with article 28 of REGULATION (EU) 2016, of April 2016, of the European Parliament and of the Council and on the Protection of natural persons with regard to the processing of personal data and on the free movement of such data, both parties agree to enter into an additional or modified addendum, if necessary, enabling the subcontractor (as Processor) to process on behalf of the Controller the personal data necessary to perform this eBookings Agreement under applicable law.
- F. indemnify the other Parties in respect of any cost, damage or detriment sustained by them by reason of breach by such Party of any of the duties or obligations under this clause, such damage or detriment expressly to be construed as including any fine and/or sanction imposed by the Spanish Data Protection Agency, on the other party as a result of any breach of this clause, provided however that "Buyer" shall not be liable or required to indemnify FWC or any other party for any action or inaction that was taken as a result of instructions from FWC.

Subject to applicable laws, FWC undertakes to:

- A. Comply with the sufficient and appropriate safeguards for processing personal data.
- B. Evaluate the need to carry out a Privacy Impact Assessment, and do so, if necessary, agreeing to biannual reviews, if appropriate.

- c. Take all the steps necessary in accordance with article 32 of the GDPR to ensure compliance with the obligations set forth in articles 32-36 of the Regulation regarding data processing.
- d. Assist the “Buyer” as much as reasonably and commercially practicable, keeping in mind the type of processing, by using the adequate technical and organisational measures, whenever possible, in order to comply with its obligations to answer the data subject’s requests to exercise their rights.
- e. Make available to “Buyer” all the information necessary to prove compliance with the obligations herein established, as well as permit audits and contribute to their performance, including inspections, to be conducted either by “Buyer” or another auditor authorized by “Buyer”, but only if FWC has received reasonable prior written notice.

Personal data included in this eBookings Agreement

In accordance with the current data protection regulations, you are hereby informed of the following: The company FWC a subsidiary of Freightos Ltd, with its principal place of business in Av. Diagonal, 211, 10th floor, 08018, Barcelona Spain, will, in its capacity as data controller acting on behalf of itself, keep in its files the personal data provided by any user whether such personal data was processed by “Buyer” or otherwise. Pursuant to applicable laws, a Data Subject shall be entitled to exercise, at the indicated address or through rgpd@webcargonet.com, the rights of access, rectification, cancellation, erasure, opposition, restriction of processing, data portability and not to be subject to automated individual decision-making, in relation to the data processed pursuant to this eBookings Agreement.

SECTION 10. AIRLINES AND THIRD PARTIES TERMS AND CONDITIONS

By clicking “ Book this Shipment” Buyer is accepting the Terms and Conditions of each Airline listed below, IATA Rules & Regulations and any specific conditions applicable for the product.

The conditions that will apply are IATA & Regulations and the specific T&Cs of each airline. These regulations and terms and conditions will be updated from time to time at the discretion of IATA and the airlines, and the regulations and terms in effect at the time of eBookings will govern the relevant transaction. Buyer is responsible for checking the newest version for each eBookings.

- a) Links to T&Cs currently offering services - this may be updated from time to time.

AIRLINES	TERMS AND CONDITIONS
Delta Air Lines	International Flights: View the terms and conditions for international shipments US Domestic Flights: View the terms and conditions for DASH only shipments

	View the terms and conditions for U.S. domestic shipments
Air France / KLM GROUP	Terms and Conditions
IAG Cargo Group	
SAS Cargo	Terms and conditions
Lufthansa Group	GTCs of Carriage, Montreal convention and US manifest
Etihad Airways	Terms and conditions: https://www.etihadcargo.com/content/dam/ea/g/egcmc/etihadcargo/common/conditions/Conditions-of-Carriage.pdf
AirBridge Cargo	General conditions of carriage

IATA Rules & Regulations :

- b) Buyer agrees to be bound by the IATA rules and regulations and by the terms and conditions appearing on the back of the AWB.

SECTION 11. DISCLAIMER OF WARRANTIES

THE BUYER ACKNOWLEDGES AND ACCEPTS THAT FROM TIME TO TIME THE API OF ANY AIRLINE MAY NOT BE ACCESSIBLE DUE TO MAINTENANCE OF THE AIRLINE.

THE eBookings SERVICE. IS PROVIDED "AS IS" AND FWC, INCLUDING ITS PARENT COMPANY, FREIGHTOS LIMITED AND ITS SUBSIDIARIES, AND THEIR RESPECTIVE THIRD PARTY SUPPLIERS HEREBY EXPRESSLY DISCLAIM ANY AND ALL REPRESENTATIONS AND WARRANTIES OF EVERY KIND, EXPRESS AND/OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, TITLE OR NON-INFRINGEMENT, AS TO THE DATA, INCLUDING THE INFORMATION, CONTENT, DATA, DERIVED DATA OR PRODUCTS CONTAINED THEREIN OR THE RESULTS OBTAINED OR DERIVED THEREFROM BY THEIR USE, AND AS TO THE PERFORMANCE THEREOF. FWC DOES NOT GUARANTEE THE ADEQUACY, ACCURACY, TIMELINESS OR COMPLETENESS OF THE ANY DATA OR ANY COMPONENT THEREOF AND THE DATA IS PROVIDED WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, WE EXPLICITLY DISCLAIM ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. FWC, ITS PARENT COMPANY, FREIGHTOS LIMITED AND ITS SUBSIDIARIES, AND THEIR RESPECTIVE THIRD PARTY SUPPLIERS SHALL NOT BE

SUBJECT TO ANY DAMAGES OR LIABILITY FOR ANY ERRORS, OMISSIONS, INTERRUPTIONS, MALFUNCTIONS OR DELAYS IN THE DATA. FURTHERMORE, FWC, ITS PARENT COMPANY FREIGHTOS LIMITED AND ITS SUBSIDIARIES, AND THEIR RESPECTIVE THIRD PARTY SUPPLIERS SHALL NOT BE LIABLE FOR ANY CLAIMS AGAINST LICENSEE BY THIRD PARTIES.

SECTION 12. LIMITATION OF LIABILITY

BUYER EXPRESSLY AGREES THAT FWC AND/OR ANY MEMBER, OFFICIAL, EMPLOYEE, REPRESENTATIVE OR AGENT OF FWC, OR THEIR RESPECTIVE SUCCESSORS, HEIRS, ASSIGNS, WHETHER INDIVIDUALLY OR PERSONALLY OR OTHERWISE, TO THE BUYER, ANY AUTHORIZED USER OR ANY OTHER PERSON OR ENTITY AFFILIATED TO THE BUYER, OR THEIR RESPECTIVE SUCCESSORS, HEIRS OR ASSIGNS, WILL NOT BE LIABLE FOR ANY LOSS OR CLAIM, INCLUDING BUT NOT LIMITED TO ANY DIRECT, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, RESULTING FROM THE BUYER'S OR ANY AUTHORIZED USER'S USE OF EBOOKINGS SERVICES.

BUYER UNDERSTANDS THAT THE EBOOKING ARE BETWEEN THE AIRLINE AND THE BUYER AND FWC HAS NO LIABILITY IN RESPECT TO ANY EBOOKING. ALL TERMS AND CONDITIONS GOVERNING THE SHIPMENT OF FREIGHT AND ALL LIABILITY IS EXCLUSIVELY BETWEEN THE AIRLINE AND THE BUYER AND SUBJECT TO THOSE SPECIFIC CONDITIONS OF EACH AIRLINE AND THE IATA RULES AND REGULATIONS.

SECTION 13. INDEMNIFICATION

Buyer agrees to indemnify and hold FWC and its Commissioners, officers, agents servants and employees and their respective heirs, successors and assigns, harmless from any and all claims, suits, losses, liabilities, costs and expenses, including attorneys' fees, which arise directly or indirectly out of or in connection with any violation of the provisions of this eBookings Agreement. This indemnification obligation won't apply in case of intentional behavior of FWC provided such intentional behavior of FWC is not caused by any violation by Buyer.

The provisions of this Section shall survive the termination of this eBookings Agreement.

SECTION 14. COMPETENT JURISDICTION AND APPLICABLE LEGISLATION

In the eventuality of any dispute relating to the provision of the services or the terms and conditions of this Agreement the Laws of Spain shall apply and the parties submit to the courts of Barcelona, Spain.

SECTION 15. MISCELLANEOUS

1. This eBookings Agreement constitutes the entire agreement between the Parties in respect to the content matter hereto and supersedes all prior agreements between FWC and Buyer and its affiliates, solely related to the same scope and object of this contract, understandings, negotiations and discussions, whether oral or written, in relation to the matters dealt with herein. There are no representations, warranties, collateral agreements or conditions to this eBookings Agreement, except as expressly stated in this eBookings Agreement.
2. The section headings are for reference and information purposes only, and shall not affect in any way the meaning or interpretation of this eBookings Agreement.

References to singular shall include the plural and to plural shall include the singular. References to a person shall include a corporate or government body. Words such as “including” and similar expressions shall not be read as words of limitation.

3. In this eBookings Agreement, “Working day” means Monday through Friday, excluding Spanish Public and Bank holidays; and “normal working hours” means 9 am to 6 pm Central European Time.
4. Neither Party shall be liable or deemed in default for any delays or failure in performance resulting directly or indirectly from any cause or circumstances beyond its reasonable control, including acts of God, war, embargoes, fire, epidemics, flood, accidents, strikes, shortages of transportation facilities, telecommunications facilities or software programs.
5. If a court or administrative body finds any term or condition to be invalid or unenforceable hereof, the remaining terms and conditions hereof shall remain in full force to the maximum extent of the law.
6. FWC may list Buyer’s name and its standard logo in its public lists, press releases and the like. Buyer may list FWC’s name and its standard logo in its public supplier/technology lists. Other publicity requires the consent of the other Party.

FWC may assign this eBookings Agreement to an affiliate company (parent, subsidiary, successor to substantially all its business or other related company with more than 51% common beneficial ownership).

This eBookings Agreement may be modified from time to time. The newest version available at the time will govern the relationship between the Parties at any given time.