

Terms and Conditions of Freight Quotation Services(FQS)

By using the Services (as defined below), you confirm that you accept and agree to be bound and abide by the following terms and conditions and our Privacy Policy for FQS. If you do not agree to these T&C or the Privacy Policy for FQS, you should not use our Services.

The Services are offered and available to users who are 18 years of age or older. By using the Services, you represent and warrant that you are of legal age to form a binding contract with Tradelink and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not use our Services.

1. Definitions

“Alternative Payment Methods” means any methods, other than direct debit, as from time to time endorsed by Tradelink and agreed by the User to pay any fees, charges, levies or other moneys owed to Tradelink.

“Hong Kong” means the Hong Kong Special Administrative Region of the People’s Republic of China.

“Platform” means the platform for the provision of FQS.

“Services” or **“FQS”** means the services provided by Tradelink, including without limitation, matching services to shippers and Service Provider for shipping and/or forwarding goods.

“Service Provider” mean carriers and/or forwarder.

“Tradelink”, “we”, “us” or **“our”** means and refers to Tradelink Electronic Commerce Limited.

“Tradelink Registration Form” means any of the paper or electronic forms or documents used by the User or Service Provider to register with Tradelink to use the Services, to give any instructions to Tradelink, to add or unsubscribe any Services, to make any specific authorisations, to amend any records, and/or for any other purposes of and incidental to any Services.

“T&C” means these terms and conditions of FQS.

“User”, “you” or “your” means and refers to the user of the Services and/or person who has registered with Tradelink by signing any Tradelink Registration Form(s) for the use of the Services.

2. Interpretation

- (a) In these T&C, references to the plural shall include the singular and vice versa; words importing a gender shall include both genders; references to any person shall include corporations and other forms of business associations.
- (b) Paragraphs and Section headings are inserted for convenience only and shall not affect the interpretation of these T&C.

3. Our roles and responsibilities

Tradelink provides a neutral platform for communication between (i) shippers; and (ii) Service Provider to streamline the shipping and forwarding processes. For the avoidance of doubt, a forwarder may also play the role of a shipper. You acknowledge and agree that Tradelink, including its subsidiaries and affiliates, is solely hosting and providing the Services and performing the Services as a facilitator to your transactions. Tradelink is not and will not at any time perform or offer to perform any duties as a shipper, carrier, freight forwarder, broker, export agent, courier, custom broker or any other transportation servicing entities. Tradelink is an independent contractor of the shipper and Service Provider to each transaction and is not an agent or employee of, or sponsored or endorsed by, the

aforesaid parties. Tradelink does not screen shippers or Service Provider, or verify the accuracy of any information provided by them, and bears no responsibility or liability to shippers or Service Provider arising out of or related to their engagement of one another.

4. Representations and Warranties of Shippers and Service Providers

Shippers who use the Services may specify their transportation needs in order for the Service Provider to arrange for those transportation services. If you are a shipper, you represent and warrant that you : (a) have not violated and will not violate any applicable law or regulation of any governmental authority with jurisdiction over you, your freight, or the transportation services you are requesting, (b) have submitted true and accurate information regarding yourself, your freight, and the circumstances of your shipment, (c) have sufficient right, title, and interest in and to the freight allowing you to tender it for transportation. You acknowledge and agree that your selection of a Service Provider is based upon your own independent judgment and that you bear the associated risk solely.

Service Providers who use the Services will provide shippers with transportation services. If you are a Service Provider, you represent and warrant that: (a) you have not violated and will not violate any applicable law or regulation of any governmental authority with jurisdiction over you, your company or the transportation services you are providing, (b) you have submitted true and accurate information regarding yourself, your business and the transportation services provided by you, (c) you and your underlying carriers or other service providers (if any) have all required permits, licences, authorities and insurance necessary to provide your services and you will maintain each of them at all times during the performance of your services. You acknowledge and agree that your offer to service a shipper is based upon your own independent judgment and that you bear the associated risk solely.

5. Amendments and Suspension

We may, in our sole discretion and without giving any prior notice, amend the contents or suspend the operation of the Services. We shall not be liable if for any reason all or any part of Services are unavailable at any time or for any period. From time to time, we may restrict access to some or all parts of the Services.

We may, but not obliged to, update the contents on the Platform from time to time. We do not guarantee such contents are necessarily accurate, complete or up-to-date.

6. Charges

The User agrees to pay Tradelink the applicable Tradelink charges (if any), in the amounts calculated on the basis set out in the Tradelink Registration Form, or if not so specified, in the Schedule of Charges for the time being in force, by direct debit on the User nominated bank account and/or by any Alternative Payment Methods. The direct debit authorisation and/or the necessary documentation for the Alternative Payment Methods shall be properly executed and submitted to Tradelink at the time of registration.

7. Payment

The User shall upon signing and submitting the Tradelink Registration Form pay the relevant fees including but not limited to registration fees, annual fees and service fee and other appropriate charges as specified in the Tradelink Registration Form or otherwise agreed with Tradelink.

Unless no periodic or recurring Tradelink charges are payable, at the time of registration for use of the Services, the User shall pay the annual fee and other appropriate charges for the first applicable period.

At the end of each billing cycle as chosen by the User, Tradelink will issue to the User a statement of all amounts due to Tradelink.

Within one (1) working day from the issue date of the statement, the User may raise queries with Tradelink on the statement. Unless otherwise agreed with the User, Tradelink will activate a direct debit on the User's nominated bank account, within two (2) working days, or collect through the Alternative Payment Methods within two (2) calendar days after the statement issue date, the total amount due to Tradelink as shown on the statement.

In the event that Tradelink does not receive payment from the User's bank account as a result of a direct debit activated by Tradelink or through Alternative Payment Methods, Tradelink reserves the right to debit the User's bank account or to collect through the Alternative Payment Methods again after any unsuccessful attempt and the User shall be responsible for, and pay to Tradelink upon request, all additional bank charges incurred plus costs incurred by Tradelink in processing such events.

In case the User makes payment in settlement of debts owed to Tradelink by cheque and/or in cash deposited into the accounts of Tradelink instead of direct debit authorisation, a handling charge to be specified by Tradelink from time to time shall be levied by Tradelink immediately each time a payment is made by the User.

Tradelink may, but is not obliged to, issue statements in such manner as may be requested by User, including but not limited to paper statements and/or detailed statements. A special handling charge shall be levied by Tradelink each time when such statements are issued.

8. Term and Termination

All or any of the Services provided by Tradelink to the User may be terminated by Tradelink immediately without notice in the event that:

- (a) after 1 (one) month from the issue of statement by Tradelink for the payment of the amounts the User owes to Tradelink, Tradelink still has not received payment from the User in settlement of the amount due;

- (b) the User is found to have made use of any of the Services for any unlawful activities that may result in a legal offence or may be violating Tradelink's security system, including without limitation gaining unauthorised access to data transmitted which may constitute an offence under the Telecommunications Ordinance (Cap.106);
- (c) the User is in breach of the T&C or any other agreements between Tradelink and the User; or
- (d) the User becomes bankrupt or enters into liquidation or administration or has a receiver appointed of its asset or any part thereof, otherwise than for the purposes of amalgamation or reconstruction where the emergent company assumes all the obligations of the User in liquidation or receivership.

Unless otherwise agreed between Tradelink and the User, the Services provided by Tradelink to the User may be terminated by the User giving notice in writing to Tradelink no less than 14 (fourteen) days before such termination.

Tradelink shall have the absolute right to terminate any Services provided to the User at any time without cause by giving not less than 60 (sixty) days advance notice to the User.

Termination of the Services to the User for whatever reason will not affect any rights or obligations of the User and Tradelink arising prior to termination and the provisions of these T&C shall continue to bind the User and Tradelink so long as may be necessary to give effect to such rights and obligations. Upon termination of these T&C, the User shall forthwith cease to claim or hold himself out as a User, and all outstanding sums due from the User shall become immediately payable to Tradelink and shall forthwith be paid to Tradelink.

Upon termination of these T&C for whatever reasons, Tradelink shall have the rights to permanently delete all data of the User in the Platform.

9. User Content and Tradelink Content

Users may submit text, images, photos, and other forms of data or communications, including but not limited to comments, messages, ratings, reviews and other information ("**User Content**"). All other contents on the Platform that are not User Content will be deemed as our content ("**Tradelink Content**"). You agree that you are solely responsible for your User Content, including but not limited to any damage, loss, or other liability created by such User Content. You represent and warrant that: (a) you have the necessary authorizations or permissions to use and submit your User Content; and (b) your User Content complies with the Content Requirements as set out in these T&C. Tradelink disclaims any responsibility for any and all User Content submitted to and available on the Platform.

Tradelink owns all interests, rights and title in and to the Tradelink Content, including but not limited to copyrights, trademarks, services marks, trade names, and other intellectual and proprietary rights. You agree not to modify, reproduce, distribute, create derivative works of, display, or otherwise use the Tradelink Content in any way except as expressly permitted under these T&C.

You are the owner of your User Content and you hereby grant Tradelink a non-exclusive, unrestricted, irrevocable, royalty-free, world-wide, perpetual, assignable, sub-licensable and transferable right to use your User Content, including but not limited to publication, alteration, creation of derivative works from, distribution, translation, commercialization and any other potential use that Tradelink may pursue. You also agree to grant to all other visitors and Users of the Services the right to access and view your User Content on the Platform in connection with their use of the Services.

You agree that Tradelink may, in its sole discretion, use, delete, edit, flag, or otherwise control the User Content displayed on the Platform. You also acknowledge that Tradelink cannot guarantee that the User Content is accurate or reliable.

You acknowledge that Tradelink does not have the obligation to review or verify the accuracy of the User Content before it is posted on the Platform and cannot ensure prompt removal of objectionable material after it has been posted.

Tradelink assumes no responsibility for any action or inaction regarding transmissions, communications or content provided by any User or third party. If the Platform provide or contain links to other websites of third parties, these links are provided for your convenience only and we have no control over the contents of those websites and accept no responsibility for them or for any loss or damage that may arise from your use of or reliance on them.

10. Content Requirements and Prohibited Uses

All User Content must comply with applicable laws and regulations and the "**Content Requirements**" as stated herein. Without limiting to the foregoing, you agree that User Content must not:

- contain any material which is offensive, indecent, obscene, abusive, defamatory, harassing, violent or otherwise objectionable.
- discriminate others based on age, sex, sexual orientation, race, religion, nationality, disability, family status.
- violate the legal rights of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or may be in conflict with these T&C and our Privacy Policy for FQS.
- promote any illegal activity, or advocate, promote or assist any unlawful act.
- involve commercial activities or sales or marketing without our prior consent.
- infringe any intellectual property rights of any other person, including without limitation, copyright, patent, trademark, trade secret, etc.
- impersonate any person or misrepresent your identity or affiliation with any person or organization.
- cause annoyance, inconvenience or be likely to upset, embarrass or annoy any other person.
- give the impression that the User Content is issued or endorsed by us or any other person or entity, if this is not the case.

You further agree not to:

- use the Services in any way that violates any applicable laws or regulations.
- write fake or defamatory reviews or otherwise act in a manner that, in our sole opinion, adversely affect the image or reputation of Tradelink and the value of the Services.
- transmit, or procure the transmission of, any advertising or promotional material, including without limitation any "chain letter", "junk mail" or "spam".
- engage in any other conduct which, in our opinion, may: (a) restrict, affect or interfere with others' use of or the proper operation of the Services, or (b) harm Tradelink, guests or Users of the Services, or expose the aforesaid parties to liability, or (c) damage, disrupt, disable, overburden, or impair any or all parts of the Platform, the server on which the Platform is stored, or any server, computer or database connected to the Platform.
- adapt, copy, distribute, modify, reproduce, translate, create derivative works or adaptations of, publicly display, sell or in any way exploit the Services, or the Tradelink Content.
- introduce any viruses, worms, trojan horses or other material which may be harmful to or adversely affect the Platform, our Services, or our Users and visitors.

11. Disclosure of Identity

You agree that we have the right to:

- disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- take appropriate legal action or refer to law enforcement agencies, for any illegal or unauthorized use of the Services.

Without limiting to the foregoing, we have the right to fully cooperate with any law enforcement agencies or court order requesting or demanding us to disclose the identity or other information of anyone posting any materials on the Platform. YOU HEREBY WAIVE AND HOLD HARMLESS THE TRADELINK AND ITS AFFILIATES, THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS,

CONSULTANTS, LICENSEES AND SERVICE PROVIDERS, AS APPLICABLE, FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE AFOREMENTIONED PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

12. Trademarks and Logos

For the provisions of the Services and/or marketing purposes, the User hereby grants Tradelink a royalty free licence to use all its logos, trademarks, services marks, trade names in Tradelink's products, websites, documents, media, publications, marketing or publicity materials of any kind. Your logos, trademarks, service marks and trade names are regarded as User Content as defined in these T&C.

13. No Warranty and Disclaimer

The information posted on the Platform, including any User Content, is made available solely for general information purposes. We do not warrant the accuracy of such information. We disclaim all liability and responsibility arising from any reliance placed on such information by you or by any other third party.

YOUR USE OF THE PLATFORM, THE SERVICES, AND ANY ITEMS DOWNLOADED OR OBTAINED THROUGH THE PLATFORM IS AT YOUR OWN RISK. WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, THE PLATFORM, THE SERVICES AND ANY ITEMS DOWNLOADED OR OBTAINED THROUGH THE PLATFORM OR THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

TRADELINK SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY VIRUSES, MALWARE OR OTHER MATERIAL THAT MAY CAUSE HARM TO DAMAGE OR ADVERSELY AFFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL CAUSED BY YOUR USE OF THE PLATFORM OR THE SERVICES OR ITEMS

DOWNLOADED OR OBTAINED THROUGH THE PLATFORM OR THE SERVICES, OR ON ANY WEBSITE LINKED TO IT.

NEITHER TRADELINK NOR ANY PERSON ASSOCIATED WITH TRADELINK MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE ACCURACY, COMPLETENESS, RELIABILITY, SECURITY, SUITABILITY, OR AVAILABILITY OF THE PLATFORM OR THE SERVICES. NEITHER TRADELINK NOR ANYONE ASSOCIATED WITH TRADELINK REPRESENTS OR WARRANTS THAT THE PLATFORM, THE SERVICES OR ANY SERVICES OR MATERIALS OR ITEMS DOWNLOADED OR OBTAINED THROUGH THE PLATFORM WILL BE ACCURATE, ERROR-FREE, RELIABLE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR PLATFORM OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE PLATFORM OR THE SERVICES WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TO THE EXTENT PERMITTED BY APPLICABLE LAWS, TRADELINK HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE.

14. Changes to these T&C

These T&C may be revised or amended from time to time in our sole and absolute discretion. All changes shall become effective immediately when the same has been posted on the Platform. Your continued use of the Services following the posting of the revised T&C means that you accept and agree to the changes. You should check this page frequently so that you are aware of any changes which are binding on you.

15. Limitation on Liability

You acknowledge and agree that Tradelink is not a shipper, carrier, forwarder, or other transportation services provider, and is therefore not liable to you for any loss, damage, injury, delay, mis-delivery, or non-delivery of freight, or for the accuracy of quotes or payment of any freight charges or any other fee, cost or expense. Tradelink will not facilitate, assist, or manage the claims process on behalf of any shipper or Service Provider.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL TRADELINK, ITS AFFILIATES OR THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONSULTANTS, LICENSORS, SERVICE PROVIDERS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE PLATFORM, THE SERVICES, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE PLATFORM OR AVAILABLE THROUGH THE SERVICES, OR SUCH OTHER WEBSITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE PLATFORM, THE SERVICES OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PAIN AND SUFFERING, PERSONAL INJURY, EMOTIONAL DISTRESS, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF BUSINESS, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, FORESEEABLE OR OTHERWISE.

16. Indemnification

You agree to indemnify and hold harmless Tradelink, its affiliates, licensors and service providers, and their respective directors, officers, employees, agents, consultants, contractors, licensors, suppliers, successors and assigns (the "**Tradelink Entities**") from and against any and all claims, liabilities, damages, judgments, awards, losses, fees, costs or expenses (including attorneys' fees on a full indemnity basis) arising out of or relating to (a) your violation of any law or regulation, (b) your violation of these T&C or your use of the Services, (c) your submission to or use of any information obtained from the Services, or (d) the

infringement by you or any third party using your account of any intellectual property or other right of any person or entity. Your indemnification obligations will survive your ceasing use of the Services, or the termination or expiration of these T&C.

Tradelink reserves the right to assume the exclusive defence and control of any matter for which you are required to indemnify us at your costs and expenses and you agree to fully cooperate with our defence of these claims. Tradelink shall notify you, as soon as reasonably practicable, of any such claim, action, or proceeding upon becoming aware of it. You agree not to settle any such matter without our prior written consent.

17. No Waiver and Severability

No waiver by Tradelink of any term or condition set forth in these T&C shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Tradelink to assert a right or provision under these T&C shall not constitute a waiver of such right or provision.

If any provision of these T&C is held by a court or other tribunal of competent authority to be invalid, illegal or unenforceable for any reason, such provision shall be deemed to be deleted from these T&C and the remaining provisions of the T&C will continue in full force and effect.

18. Personal Data Privacy

Tradelink shall comply with the Personal Data (Privacy) Ordinance (Cap.486), as amended from time to time, in respect of the collection, use, retention, disclosure, transfer, security and access of User's personal data. For details, please refer to our Privacy Policy for FQS.

19. Entire Agreement

These T&C, our Privacy Policy for FQS and the Tradelink Registration Form are the entire agreement between you and Tradelink Electronic Commerce Limited with respect to the Services and supersede all prior understandings, representations and warranties, agreements, both written and oral, with respect to the Services.

20. Force Majeure

Tradelink shall not be liable for any delays or failures attributable to its being affected by an Event of Force Majeure. If any such delay or failure continues for a period of fourteen (14) consecutive days or longer, Tradelink shall be entitled to terminate any or all of the Services immediately on giving written notice to the User.

21. Governing Law and Jurisdiction

All matters relating to the the Services, and these T&C, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the laws of Hong Kong.

Any legal suit, action or proceeding arising out of, or related to, these T&C or the Services shall be instituted exclusively in the courts of Hong Kong, although we retain the right to bring any suit, action or proceeding against you for breach of these T&C in your country of residence or any other relevant country. You agree to waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

22. Your Comments and Other Communications

TheServices are operated by Tradelink Electronic Commerce Limited.

All notices of copyright infringement claims, feedback, comments, requests for technical support and other communications relating to the Services should be directed to: custserv@vship.com or sent to our registered office at 11/F. & 12/F., Tower B, Regent Centre, 63 Wo Yi Hop Road, Kwai Chung, Hong Kong.

23. Language

In the event of any inconsistency between the Chinese translation and the English text hereof, the English text shall prevail.

Tradelink Electronic Commerce Limited

Last Modified: **1 Jan 2021**